

Noncitizen Communication Services (“NCS”)

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

---

---



---

---

Statement of Objectives  
Noncitizen Communication Services

1  
2  
3 **STATEMENT OF OBJECTIVES**  
4 **for U. S. Immigration and Customs Enforcement**  
5 **ICE Noncitizen Communication Services (NCS)**

6 **C.1 Background**

7 The United States Department of Homeland Security (DHS), United States Immigration  
8 and Customs Enforcement (ICE) is responsible for the detention, health, welfare,  
9 transportation and deportation of illegal aliens in removal proceedings and aliens subject  
10 to final order of removal from the United States in accordance of the immigration laws  
11 within the United States. ICE National Detention Standards guarantee all Noncitizens  
12 free telephone access through a pro bono network to ICE identified entities. ICE  
13 identified entities include, Consulates, the Department of Homeland Security (DHS)  
14 Office of Inspector General (OIG) hotline, the ICE Office of Professional Responsibility  
15 (OPR) Joint Intake Center (JIC), the ICE Detention Reporting and Information Line  
16 (DRIL), Office for Civil Rights and Civil Liberties (CRCL), and approved pro bono and  
17 community based free immigration legal Services providers. The ICE Noncitizen  
18 Communication Services provides Communication Services (described below) for  
19 Contract Detention Facilities (CDF), ICE-owned Services Processing Centers (SPC),  
20 Dedicated Intergovernmental Services Agreements (D-IGSA), and state and local  
21 facilities operating under intergovernmental Services agreements (IGSA), and temporary  
22 holding facilities. Primary Detention Facility locations include CDFs, SPCs, and D-  
23 IGSA. Secondary Detention Facility locations include IGSA facilities. Tertiary facilities  
24 include temporary holding cells and other facilities as directed by ICE.  
25  
26

27 **C.2 Noncitizen Communication Services (NCS) History**

28 The Service Provider will provide NCS for thirty seven (39) ICE Primary Detention  
29 Facilities, approximately three hundred (300) Secondary Detention Facilities (IGSAs),  
30 and approximately 64 Tertiary facilities (Holding Facilities). The vendor provides a pro  
31 bono telephone network at all ICE Primary, Secondary, and Tertiary facilities. The pro  
32 bono network transmits calls free of charge made by Noncitizens to ICE identified  
33 entities (e.g. consulates, pro bono attorneys, immigration court etc.) by utilizing access  
34 numbers associated to the corresponding authorized numbers. Contractor hosts the pro  
35 bono platform that connects to approximately 2,000 pro bono numbers at all ICE  
36 locations at no cost to ICE or to the noncitizens. The vendor is responsible for ensuring  
37 the required pro bono services is provided at all times. The vendor also manages the  
38 Lyon Settlement Program, and other legal settlements, as instructed through the pro bono  
39 platform. This consists of approximately 740 numbers required for 3 facilities in  
40 California only.  
41

42 The vendor also provides calling services at Primary Detention Facilities for all intrastate  
43 and interstate debit, collect, and pre-paid collect and international debit calls. At Tertiary  
44 facilities, the vendor provides intrastate and interstate collect phone calls and pre-paid  
45 debit calls. Only free (pro bono) calls are provided at ICE Secondary Detention  
46 Facilities; intrastate and interstate debit, collect, and pre-paid collect calling Services are  
47 not provided at Secondary Detention Facilities.

1  
2 At Primary and Tertiary facilities, the contractor is responsible for installing system  
3 hardware; as well as maintaining and repairing the communication system while ensuring  
4 required services is provided at all times. The vendor receives the exclusive right to sell  
5 debit calling services to noncitizens, and to charge fees for collect calls, as well as the  
6 exclusive right to all revenue generated at ICE Primary and Tertiary Facility locations.  
7 This is the only revenue the vendor receives. The current contract does not require any  
8 revenue sharing with ICE. Currently, there are calls and tablet transactions being  
9 recorded or monitored at the Primary facilities. The pro bono calls are NOT monitored or  
10 recorded at any facility.  
11  
12

### 13 **C.3 Purpose/Scope**

14 The ICE Office of Acquisition is currently soliciting proposals for the Noncitizen  
15 Communication Services (NCS). The Noncitizen Communication Services will provide a  
16 pro bono telephone network for noncitizens housed at all Primary, Secondary, and  
17 Tertiary Detention Facilities. At Primary facilities, NCS will also provide intrastate and  
18 interstate debit, collect and pre-paid collect calls and debit international calls via  
19 traditional stainless-steel phones as well as tablets in accordance with this RFP. ICE  
20 reserves the right to add or delete facilities as needed. This contract will be a zero cost  
21 (\$0) contract and is a set-aside for small businesses under NAICS 517911,  
22 TeleCommunication Resellers (1,500 employees). This contract will provide NCS for  
23 approximately 20,000 total Noncitizens housed at 39 Primary Facilities, approximately  
24 300 Secondary Facilities, and approximately 64 Tertiary Facilities, as provided in  
25 Attachment B under Section J, located throughout the United States. Revenue generated  
26 from debit, collect, and pre-paid collect calls at Primary Facilities and Tertiary Facilities  
27 will be the sole source of revenue to the awardee. The facilities do not allow incoming  
28 calls and no call volume is guaranteed. Third party revenue sharing agreements to aide in  
29 the sale of debit cards are prohibited.  
30

31 It will be the offeror's responsibility to ensure compliance with all Federal, State and  
32 local Regulatory requirements (e.g., FCC regulations, State PUC requirements), and  
33 ICE/ERO Detention Standards for Telephone Access (or as amended), provided as  
34 Attachment D under Section J, and the American Correctional Association (ACA)  
35 Standards. All proposed fees for domestic calls at Primary Facilities shall not exceed the  
36 "safe harbor rates" outlined in the FCC order on *Rates for Interstate Inmate Calling*  
37 *Services*, 78 Fed. Reg. 67956 (November 13, 2013). If there are no laws, regulations, or  
38 guidelines, the offeror will follow generally accepted telecommunication practices in this  
39 services industry and practices within the noncitizen calling services industry  
40 specifically. For unusual actions that are not covered by any of the above, the offeror  
41 will consult with the Contracting Officer. Teaming arrangements and joint ventures are  
42 allowed but must be fully explained. Care should be taken to prevent disqualification as  
43 a small business. Subcontractor roles and responsibilities must also be described in  
44 sufficient detail so that it is clear who will do what. The NCS awardee will work closely  
45 with the Contracting Officer, Contracting Officer's Representative (COR) and other ICE

1 headquarters and field staff. The Offeror understands the Primary, Secondary, and  
2 Tertiary facilities will change over the term of this NCS contract.

3  
4 **NCS for Primary Detention Facilities**

5 The contractor shall provide full detention communication services at the Primary  
6 Detention Facilities, including a pro bono network, hardware, and a network to place  
7 intrastate and interstate debit, collect and pre-paid collect, and international debit calls, as  
8 described in this Statement of Objectives. It will be the offeror's responsibility to ensure  
9 all telephone rates are in compliance with FCC rulings and any subsequent orders  
10 pending final approval. Services shall be provided for the thirty-seven (39) Primary  
11 Detention Facilities listed in Attachment B, Authorized Facility List. ICE determines  
12 whether facilities are considered Primary and/or Secondary and may update the list at any  
13 time. The 39 Primary Detention Facilities contain a Noncitizen population of  
14 approximately 20,000, and currently have approximately 5,200 telephones and 7,700  
15 tablets installed for Noncitizen use. The offeror should anticipate this is a minimal  
16 amount of telephones and tablets required, and can not expect growth in the number of  
17 Noncitizens held during the contract period. The hours of access and limits are  
18 determined by the Primary Detention Facilities but are normally 7am to 9pm daily.  
19 Complete Communication Services at the Primary Detention Facilities are defined as all  
20 normal inmate Communication Services including the requirement to provide physical  
21 assets and privacy enclosures.

22  
23 **NCS for Secondary Detention Facilities**

24 The contractor shall provide a pro bono detention telephone system at approximately 300  
25 Secondary Detention Facilities (see Attachment B, Authorized List of Facilities) as  
26 described in this Statement of Objectives. The pro bono Services will allow the  
27 Noncitizens to access ICE identified entities, to include Foreign Embassies, Consulates,  
28 Immigration Courts, the Department of Homeland Security (DHS) Office of Inspector  
29 General (OIG) hotline, the ICE DRIL, and EOIR approved pro bono and community  
30 based free immigration legal Services providers. Pro bono Services shall be provided for  
31 a Noncitizen population at all secondary detention facilities. The list of Secondary  
32 Detention Facilities can change at any time; ICE predicts the list to fluctuate monthly by  
33 approximately five facilities (additions and deletions) with the overall trend increasing.  
34 No equipment is required to be provided at these sites. Pro bono calls are accomplished  
35 by the Noncitizen dialing an access number to a centralized platform. There are many  
36 different inmate telephone Services providers currently providing telephone Services at  
37 Secondary Facilities. The contractor may have to work with the local calling system  
38 provider in order for Noncitizens to connect to the NCS pro bono platform. The offeror  
39 must be aware that Per Call Compensation, or other access charges, may be imposed by  
40 the local calling system provider at Secondary Detention Facilities. If any charges are  
41 imposed, they will be paid by the offeror and will not be charged to ICE or the  
42 Noncitizens. Approximately 1,917,000 pro bono calls were made within the last 12-  
43 month period, and the duration of each pro bono call on average was two minutes.

1 **NCS for Tertiary Facilities**

2 The contractor will provide the hardware and telephone lines at the Tertiary facilities  
3 under the request and directive of ICE. A Tertiary facility is typically a temporary  
4 holding cell. The level of Services is limited to intrastate, interstate, and international  
5 destination pre-paid collect calls, and pro bono Services. Currently there are  
6 approximately 63 Tertiary facilities in 31 states that have this Services.  
7  
8

9 **C.4 NCS Statement of Objectives**

10 This solicitation invites offerors to propose a Performance Work Statement (PWS) that  
11 meets DHS/ICE NCS objectives and requirements described in this solicitation.  
12 Accordingly, the final PWS will become part of the resultant contract. The scope of the  
13 PWS should comply with the Detention Telephone Access Standards, the ACA Standards  
14 and meet the Statement of Objectives (SOO) and requirements as described in this  
15 solicitation and outlined below:  
16

17 **C.4.1 Noncitizen Communication Services, Hardware, and Security Features**

18 The Noncitizen Communication Services (“NCS”) VI shall be a comprehensive  
19 Noncitizen Communication Services that will allow for intrastate and interstate collect  
20 and prepaid collect, debit, and international debit calls. The proposal shall include the  
21 installation of new telephone instruments, including all hardware and software at all the  
22 ICE Primary Detention facilities (and Tertiary facilities) including the required number of  
23 instruments (ratio of at least 1 telephone per every 25 Noncitizens, with an optimal goal  
24 of 1 telephone to 10 Noncitizens as currently being provided at Primary Facilities) and  
25 any required station cabling to support the NCS. In addition, ICE seeks to the extent  
26 practicable, after consultation with the Primary Facility and ICE, compliance with the  
27 optimal (non-mandatory) requirement of detention standards for the number of  
28 instruments at such facilities, which is at least one telephone per every 10 Noncitizens.  
29

30 Universal Access: During the course of this NCS contract, it may be required to provide  
31 normal calling access for all Noncitizens located in IGSA or Secondary facilities.  
32 Provide a solution whereby these Noncitizens would have access to the NCS- Services,  
33 assuming the telephone rates remain the same. Please identify any additional cost  
34 component, if any, that would be charged to the Noncitizen or ICE in order to provide  
35 this Services. This cost will not be evaluated.  
36

37 **I. General Station Equipment Requirements**

38 The communication station equipment in the NCS must consist of the following four  
39 types of communication devices:  
40

- 41 1. Permanently mounted wall telephones meeting the specifications outlined in this  
42 section.
- 43 2. Portable or “movable” Noncitizen telephones that are used mainly in segregation  
44 units and must be manufactured to withstand abuse; must meet correctional grade  
45 standards and must not have any loose or removable parts.
- 46 3. Offering Quick Connect Services or similar with credit card on file

1 4. Shared Use Model utilizing the tablet inside the dorms  
2

3 The telephone station equipment in this NCS must also satisfy the following  
4 minimal components and requirements:  
5

- 6 1. Be of newly manufactured, installed, and provide all required materials, hardware,  
7 software and
  - 8 a. Station cabling (where re-use is unavailable or new locations are required)  
9 to install it.
  - 10 b. Contractors are responsible for installing privacy enclosures identical to  
11 the enclosures currently installed at all ICE Primary facilities. Upon  
12 installation of the privacy enclosures, they become property of ICE. Any  
13 repairs or replacements are the responsibility of the contractor.
- 14 2. Be powered by the telephone line and require no additional power source.
- 15 3. Have physical and design components and attributes that include all of the  
16 following:
  - 17 a. A correctional telephone industry standard design
  - 18 b. A chrome plated DTMF tone dial that is water, flame and shock resistant
  - 19 c. A stainless-steel housing that protects the electronic components of the  
20 telephone and tamper proof
  - 21 d. A finish that is mar and scratch resistant
  - 22 e. An armored handset cord that is resistant to stretching and breaking
  - 23 f. An installation reinforced by security studs to prevent easy removal of  
24 telephone
  - 25 g. Be compact in design (include diagrams, brochures, and/or photographs of  
26 the equipment that will be used)
  - 27 h. Be true dual-tone multi-frequency (DTMF) compatible
  - 28 i. Not be capable of being used to program any feature other than the NCS  
29 and not be otherwise programmable for any purpose, without the Primary  
30 Detention facility written authorization
  - 31 j. Not include coin entry slots or coin return slots regardless of whether these  
32 functions are disabled on the station equipment
  - 33 k. Be capable of reducing background noise through the use of industry  
34 ‘confidencers’ or directional microphones in the handset
  - 35 l. Be volume controlled by the Noncitizen. Include instructions on proper  
36 use by Noncitizens
  - 37 m. Provide dialing instructions in English and Spanish on each telephone  
38 station set in a manner which reduces the possibility of being destroyed  
39 (Decals and printed labels, stickers other accessible surface instructions  
40 are not acceptable for this purpose, unless a specific phone location within  
41 a facility is required by the facility)
  - 42 n. Contain a “warning” statement in both English and Spanish on each  
43 telephone station set saying “This call is being recorded” in a manner that  
44 reduces or eliminates the possibility of being destroyed (labels or other  
45 accessible surface instructions are not acceptable for this purpose)

- 1 4. KIOSKS: Contractors are required to place payment kiosks that accept cash or  
2 credit cards in the lobby or dorm areas of any facility that requests this Services.  
3 Currently, there are 46 kiosks deployed with all the Primary facilities.  
4 a. Any deposit made at a kiosk will be credited to the Noncitizen account in  
5 real-time, and will generate a voice message to the Noncitizen of the  
6 deposited funds.  
7 b. No fees can be charged for cash deposits, and only the retail credit card  
8 fee associated with credit card transactions is allowed.

9 5. WIRELESS TABLET SYSTEM

10 NCS requires a secure wireless system that allows Noncitizens to use a tablet  
11 device, analogous to commercial tablets, but with security and survivability  
12 features specialized for the corrections environments. The wireless tablets must  
13 access a secure, private Wi-Fi network within facilities and make use of  
14 applications including:

- 15 • Phone calling
- 16 • Educational and self-improvement programs
- 17 • Noncitizen email and electronic messaging
- 18 • Facility Information distribution
- 19 • Noncitizen recreation (music, games, e-books)
- 20 • Commissary ordering online
- 21 • Electronic submission and tracking of requests and grievances
- 22 • Video Visitation On-Demand
- 23 • Lexis Nexis Law Library
- 24 • Purple VRS
- 25 • Free content as determined by ICE and vendor

26  
27 Vender must own the product solutions as an integrated package. Third party  
28 interfaces are not acceptable and will be cause for disqualification. Vendor must  
29 confirm product solution are part of an integrated solution owned by vendor.

30 Vendor must describe each item in this section

31  
32 Video visitation solution must be integrated within the wireless tablet units  
33 therefore saving wall space in the cell areas.

34  
35 **Wireless Tablets System Specifications**

36 Vendor must have its own proprietary operation system (OS) on tablets.

37 Commercial tablets are not acceptable. Vendors only able to offer commercial  
38 tablets will be disqualified.

- 39  
40 a. Must offer noncitizen telephone calling on the tablet and use the same  
41 prepaid fund account as the telephone  
42 b. Have the ability to enable communication by allowing friends and family  
43 members to use the vendor's friends and family website or mobile  
44 applications to submit a call request to a Noncitizen using a tablet. Status

1 indicators must inform a friend or family member of a Noncitizen's  
2 availability, ensuring a timely response.

- 3 c. Provide educational and self-improvement programs
- 4 d. Provide noncitizen email/messaging. Messaging must provide the ability  
5 to attach a photo or video.
- 6 e. Provide facility information distribution capabilities.
- 7 f. Provide noncitizen recreation (music, games, e-books).
- 8 g. Provide commissary ordering online.
- 9 h. Provide the ability to provide two-way video visitation on demand.  
10 System must be able to provide NCS business rules (time of operation,  
11 max duration, etc.) to all two-way video visitation on demand visits.
- 12 i. The solution must provide electronic submission and tracking of requests  
13 and grievances. Submission of grievances must be in at least the following  
14 languages: Arabic, Creole, English, Farsi, French, German, Hawaiian,  
15 Hindi, Japanese, Korean, Mandarin, Polish, Punjabi, Russian, Samoan,  
16 Spanish, Tagalog, Vietnamese, Chinese (Simple), Chinese (Traditional)
- 17 j. System must provide the ability to create custom forms thru a form  
18 builder.
- 19 k. System must have the ability to offer specific forms to noncitizens within  
20 a specific institution, housing unit and/or based on the noncitizens security  
21 level.
- 22 l. System will provide workflow capability within electronic forms.  
23 Workflow capability shall enable electronic routing of forms which can be  
24 approved, reviewed, or denied by multiple users or groups within the  
25 facility.
- 26 m. System shall provide the ability to broadcast voicemails to one or more  
27 noncitizens
- 28 n. Shall provide streaming music to offer more value to noncitizens. Buying  
29 MP3 music ala-carte is not acceptable.
- 30 o. System must be deployed as a wireless network.
- 31 p. Tablet must be a hardened, corrections-grade device and not an off-the-  
32 shelf product.

33  
34 **Tablet hardware and accessory capabilities must include the following**

- 35 • Data only enabled USB port (cannot be used to charge other electronics)
- 36 • Flame resistant
- 37 • Military drop tested
- 38 • 8" Screen size at a minimum
- 39 • Non-removable Lithium Battery (specify hours it will run with a charge)
- 40 • Multiple tablet charging systems available are UL/EL Certified
- 41 • The use of ear bud headphones are required.

42  
43 ***Wireless Tablet Security Requirements***

44 Tablet hardware security capabilities must include the following:



- Exoskeleton with a clear view of tablet components (so facility staff can visually inspect devices for physical intrusion and/or hardware modification)
- USB port should not recognize human interface devices (i.e., keyboards) allowed
- USB port should not recognize Ethernet connections

Tablet operating system security must include the following:

- Locked bootloader (Only Operating Systems digitally signed by vendor can be installed)
- Custom OS that removes risky OS features such as safe boot, factory reset, wireless tethering, etc.
- OS should be capable of remote management that is inaccessible to offenders
- Monitor tablet inventory

Network Security

- Vendor must put in their own network and control internet access.
- Vendor network appliance must have access control lists that are capable of a 1) deny all or 2) whitelist approach.
- Vendor network appliance must have stateless inspection with 1) attack checking and 2) automatically discard traffic initiated from the internet.
- Vendor network appliance must deploy only with vendor's circuit so that only vendor engineers have access to firewall.

**Application Security – The vendor must provide a mobile device management tool capable of the following**

- Must be custom solution to meet the needs of corrections
- Built into the Operating System layer to prevent removal
- Critical tablet settings must be controlled remotely
- Ability to disable any tablet setting
- Ability to shut down any tablet or group of tablets remotely
- Updated applications can be installed remotely
- Tablet applications can be removed remotely

6. Commissary integration: The NCS at each Primary facility must have the capability to integrate with the commissary system at each facility. The use of debit cards for any reason is not permitted. The contractor is responsible for any fees related to integrating with the commissary company either one time, or on an ongoing basis. ICE is not responsible for any charges related to commissary integration. The contractor will not be charged by the commissary company for any transaction fees between the Noncitizen and transfer of any dollars for phone calls. For those facilities, where integration of commissary is not being used, the contractor must provide a written explanation to ICE.
7. Validation of noncitizen Data: During this contract, ICE may require the offeror to use noncitizen identity data for real-time validation of outgoing calls.

1 The above station set dialing instructions and warning statements will be maintained by  
2 contractor for legibility and accuracy during the entire term of the contract.

## 3 4 **II. General Noncitizen Communication Services (NCS) Requirements**

5 The NCS must include the following general attributes and components as minimal  
6 requirements:

- 7
- 8 1. A NCS to be located at all primary detention facilities. ICE will determine which  
9 facility is to be considered primary.
- 10 2. A Centralized System Database located outside of the primary detention facilities,  
11 complete with full database redundancy.
- 12 3. All NCS hardware, software and support systems must be the same at each  
13 primary detention facility.
- 14 4. Be provided at absolutely no cost to DHS/ICE for the duration of the agreement,  
15 which includes but is not limited to, full design, installation and on-going  
16 maintenance and all network Services.
- 17 5. Provide for noncitizen access to collect call Services and the capability of  
18 operating in direct dial (debit/pre-paid/collect) mode. Any other calling is  
19 prohibited, (ie text to collect and or similar Services).
- 20 6. A collect call automated announcement function capable of processing calls on a  
21 selective multi-lingual basis (English and Spanish at a minimum) with noncitizen  
22 users able to select the preferred language using no more than a two-digit code.
- 23 7. The ability to be shut down quickly and selectively by the facility, allowing for  
24 global shutdown with all noncitizen access restricted, shutdown within an entire  
25 facility and shutdown within a unit/wing of a facility by authorized primary  
26 detention facility designated personnel.
- 27 8. Contain manual dial tone cut-off switches to shut off telephones within an entire  
28 primary detention facility and/or within a facility unit/wing, these switches will be  
29 located, at the facility's discretion, in a central (all telephones), or in multiple  
30 (sub-groups of telephones) locations.
- 31 9. Ensure noncitizen phone use is restricted to outgoing calls only and never allow  
32 incoming calls.
- 33 10. Provisions to keep all call processing current, including, but not limited to, local  
34 exchanges, area codes, country codes, vertical and horizontal coordinates and any  
35 other information necessary to accurately process and rate calls and make such  
36 available to DHS/ICE within 48 hours of request.
- 37 11. Block all calls made to any telephone numbers which incur excess charges such  
38 as 900, 972, 976, 550, etc. Also block all calls to current long distance carrier  
39 access numbers (i.e., 10333, 10285) or future carrier access numbers, all local  
40 numbers, which access long distance carriers (i.e., 950, etc.), directory assistance  
41 access numbers (i.e., 411, 555-1212, etc.).
- 42 12. Not provide a second dial tone to a telephone without the noncitizen hanging up  
43 the telephone receiver after the first call is completed.
- 44 13. A minimum of 6 full rings before disconnecting any noncitizen call.
- 45 14. For both debit and collect calls, provides notification to noncitizens of the call  
46 status (i.e., ringing, busy, etc.) in the form of ringing, busy tones, SIT tones, or

- 1 appropriate recorded messages. Provide complete list of messages the  
2 Noncitizens will receive with your proposal.
- 3 15. During the call set-up process, the system shall provide a pre-recorded  
4 announcement, which complies with Federal Regulations, identifying that the  
5 collect call is coming from a specific noncitizen at a DHS/ICE Detention facility,  
6 stating rate and complaint information and containing a toll free number for the  
7 consumer's use. This announcement shall be heard by the answering party. The  
8 announcement shall also include the statement: "All telephone calls are subject to  
9 be monitored and recorded."
- 10 16. For both debit and collect calls to not allow the noncitizen to speak to the called  
11 party until that party has accepted the call; and include the statement: "All  
12 telephone calls are subject to be monitored and recorded."
- 13 17. Allow for the Primary Detention facility to program times when the system will  
14 be available or unavailable for Noncitizen use. The facility must have the ability  
15 to restrict hours by telephone, housing area, and system wide.
- 16 18. Provide telephone reception quality that meets all inmate telephone industry  
17 standards for Services quality as defined by the respective State regulatory agency  
18 (i.e. State Public Utility Commission) where the Primary Detention facility is  
19 located, and by the Federal Communication Commission (FCC).
- 20 19. Allows for website capability to electronically deposit money from credit cards,  
21 debit cards, money orders, or money transfers at any Primary Detention facility  
22 which utilize noncitizen commissary accounts. However, ICE recognizes there are  
23 fees for depositing electronic money from credit cards to establish accounts, or re-  
24 charge an account. Please complete Attachment F to identify any costs and fees  
25 related to electronic credit card transactions. Offeror is not allowed to charge any  
26 additional fees on calls, period. All other fees related to phone calls are to be  
27 included in the price per minute. ICE understands there may be exceptions and  
28 will consider any fee modifications upon written request by contractor. The  
29 following known fees are not permitted:
- 30 a. Prepaid Account Setup
  - 31 b. Cash Deposits at the Kiosk
  - 32 c. Operator assisted deposit
  - 33 d. Prepaid Account Closeout
  - 34 e. Inactivity Fee
  - 35 f. Refund Fee
  - 36 g. Monthly account management fee
  - 37 h. Money Orders, Western Union and similar deposit fees
- 38 20. Allow noncitizen calls to cellular telephones as a prepaid or debit call only,  
39 including domestic and international mobile.
- 40 21. Allow noncitizen calls to international numbers, and international mobile  
41 telephones as a prepaid or debit call only.
- 42 22. Voice Mail/Messaging: ICE will continue to utilize a voice mail/messaging  
43 services accessed by the noncitizens. Describe the system proposed by the  
44 offeror.
- 45 a. In addition, describe the costs/charges to the Noncitizen, or the public for  
46 access

- b. ICE will have free access to use the voice mail system to message individual Noncitizens, or the facility noncitizen population.
- c. Notice that ICE may monitor the recordings is required to be provided to the Noncitizen and the caller leaving a message.
- d. The instructions for all voice mail systems must be provided in English and Spanish.

- 23. Text-to-collect and/or similar Services is not allowed under this contract.
- 24. Portable electronics or other enhanced telecommunication features provided by the contractor to ICE noncitizens, based upon ICE and facility concurrence, may be added in the future subject to negotiation at no cost to ICE. These features may not in any way compromise the safety and security of the noncitizens, staff or the facility. Any new or enhanced Communication features must be integrated within the NCS Services and can NOT be a separate system or software from the NCS Services.

### **III. Personal Identification Numbers (PINs)**

It is the intention of the DHS/ICE to implement the NCS by PIN control in both collect and debit mode at the Primary Detention facilities, as well as a second PIN issued for tablet access. The facility may elect to provide each Noncitizen, via the use of PINs, with a list of authorized telephone numbers.

The NCS must contain at a minimum, the following PIN-related features and requirements:

- 1. Be used for both collect call mode and debit/pre-paid mode.
- 2. Allow for approved destination telephone numbers to be assigned and restricted by individual PIN and such telephone number lists will be approved by the Primary Detention facility.
- 3. For each PIN to have a “class of Services” assigned. For example, each PIN shall have a list of allowable telephone numbers, duration of each call, etc.
- 4. Restrict use of the authorized PIN assigned to each noncitizen. The PINs will be determined by the Primary Detention facility and remain consistent throughout all Primary Detention facilities. (PINs will be numeric only and a minimum of 6 (six) digits in length. Currently the PIN number is a random 6 (six) digit number. Also, a biometric voice verification is required on each PIN based debit telephone call.
- 5. Be capable of de-activating the PIN feature by individual Noncitizen telephone, groups of telephones and/or entire institutions, at the Primary Detention facility’s option.
- 6. For noncitizens to be either approved or not approved to make phone calls, or be restricted to a specific telephone or groups of telephones at the Primary Detention facility’s option by PIN.
- 7. The ability to limit call durations globally (all PINs), by site, by facility area or by individual noncitizen’s PIN, at the Primary Detention facility’s option.
- 8. Be used to restrict calling times on allowed calling schedule can be provided for each specific PIN, by facility area, by site and globally (all PINs), so the global

- 1 restrictions can take precedence over individual PIN restrictions, at the Primary  
2 Detention facility's option.
- 3 9. Be used to restrict a noncitizen under disciplinary action from placing all calls  
4 assigned to his or her particular PIN with the exception of privileged numbers  
5 (i.e., attorney, approved clergy, and social work professionals).
- 6 10. The ability to limit calls to specific duration by PIN and by specific telephone  
7 numbers assigned to a PIN.
- 8 11. Ensure the automated operator function uses the noncitizen's pre-recorded name  
9 (recorded in either the noncitizen's voice or language) to announce to the called  
10 party from whom the call is originating. It is desirable for the Noncitizen's pre-  
11 recorded name to be automatically inserted in subsequent calls.

#### 12 13 **IV. Restrictions and Fraud Control Options**

14 The NCS must contain the minimum restrictions and fraud control requirements:

- 15
- 16 1. Allow for the Primary Detention facility to temporarily restrict or disconnect  
17 Services to an individual noncitizen telephone or station, or group of telephones.
- 18 2. Be able to detect the called party's attempt to initiate a 3-Way or Conference Call.  
19 When this occurs a notation will be made in the call/system management reports.  
20 However, this feature must be allowed to be deactivated at the facility's  
21 discretion, on a per-number-dialed, or a per-noncitizen (PIN) basis.
- 22 3. Allow for the capability to randomly interject pre-recorded announcements in  
23 English and Spanish and other languages throughout the duration of the  
24 conversation to the called party indicating the source of the call.
- 25 4. A call alert feature to be activated at the Primary Detention facility's discretion  
26 that will alert authorized facility personnel that a designated Noncitizen is placing  
27 a call, or a specific number has been dialed that has been assigned alert status.
- 28 5. A remote monitoring feature to be activated at the Primary Detention facility's  
29 discretion, that will forward calls for silent monitoring by authorized facility  
30 personnel when a designated noncitizen is placing a call, or a specific number has  
31 been dialed that has been assigned alert status.
- 32 6. The capability for noncitizens to report criminal activity free of charge to a  
33 designated Primary Detention facility number, or to a designated voice mail  
34 assigned to the facility.
- 35 7. Provide a voice biometric feature that will assist in authenticating an individual's  
36 identity and prevent fraud and theft from a noncitizen's telephone account. This  
37 feature would only be used on calls where a noncitizen has to directly pay for the  
38 cost of the call. A complete description of the biometric application is required.  
39 The use and implementation of a biometric technology will be determined by  
40 DHS/ICE. The voice biometric must be flexible and adjustable on a site by site  
41 basis.
- 42 8. A feature that allows a called party to easily notify the facility through some form  
43 of alert or notification of harassing or unwanted calls and allow the called party to  
44 block the Noncitizen or facility.
- 45 9. The ability to report a PREA issue free of charges
- 46

1 **V. NCS Call Recording**

2 The NCS must contain the minimum call recording features and attributes requirements:

- 3
- 4 1. The capability to record all Noncitizen calls simultaneously any time a call is
  - 5 placed.
  - 6 2. All maintenance and upgrades provided at no cost to the DHS/ICE.
  - 7 3. A compact, portable playback system will be provided that allows for recorded
  - 8 media to be reviewed on-site at the Primary Detention facility, or at required off-
  - 9 site locations. This system will allow authorized facility personnel to quickly
  - 10 access certain time periods, certain telephone instruments, certain PINs, certain
  - 11 destination numbers, etc.
  - 12 4. Be able to be de-activated on a per-number-dialed and/or per-PIN basis to allow
  - 13 for calls placed to attorneys or that are otherwise privileged to not be recorded.
  - 14 5. Allow for and provide all equipment and software necessary for the monitoring of
  - 15 noncitizen calls while in progress (“real time”) by authorized facility personnel.
  - 16 Included are calls by specific noncitizen telephone, by specific PIN number, and
  - 17 called telephone number. All live monitoring of selected noncitizens calls can be
  - 18 done by forwarding those calls to authorized facility personnel’ designated
  - 19 telephone number.
  - 20 6. Allow for live monitoring of noncitizen calls in progress from remote sites within
  - 21 the facility other than the actual room housing the recording equipment/system.
  - 22 At the Primary Detention facility’s discretion, such monitoring from any and all
  - 23 facilities can be accomplished from one central location (e.g. the facility
  - 24 Investigator’s Office).
  - 25 7. The ability for the Primary Detention facility to transfer, download or email
  - 26 recorded calls and information to other, more portable and readily accessible
  - 27 media (i.e., compact disc, MP3 or digital wave file, etc.) for use by facility
  - 28 Investigators.
  - 29 8. The ability to provide recorded information for all Primary Detention facility
  - 30 systems via an Internet/Web based application accessible by authorized DHS/ICE
  - 31 personnel via password.
  - 32

33 **VI. General NCS Operational Requirements**

34 The NCS must contain the following general system operational minimal requirements:

- 35
- 36 1. Installation of adequate surge protection for the NCS and all NCS components,
  - 37 without using traditional “power strips.”
  - 38 2. Installation of adequate lightning protection equipment on all network Services
  - 39 supplied for the NCS.
  - 40 3. A sufficient number of uninterruptible power supply (UPS) systems including
  - 41 surge protection and line conditioning at each Primary Detention facility, capable
  - 42 of supporting NCS telephone components including recording devices for a
  - 43 minimum of one (1) hour.
  - 44 4. Replacement of all UPS system equipment upon expiration of the manufacturer’s
  - 45 life cycle of the installed product.

- 1 5. The ability to automatically restrict or “shut off” all telephones so that no  
2 Noncitizen calls can be made when commercial power is lost and the UPS system  
3 fails.
- 4 6. Capability of recovering from a power outage automatically or remotely once  
5 commercial power is restored.
- 6 7. Where applicable, must install UL (Underwriter Laboratory) / ETL (Electrical  
7 Testing Laboratories), certified charging “ovens”.

#### 9 . **General NCS Management Requirements**

10 The NCS must contain the following general system management minimal requirements:

- 11 1. Allow for changes to be administered in “real time” while the NCS is currently in  
12 use and not require the system to be taken off line to make additions, changes or  
13 retrieve reports.
- 14 2. Provide a Graphical Use Interface (GUI) compatible with Microsoft Windows for  
15 both administration and reporting functions by authorized facility and DHS/ICE  
16 personnel.
- 17 3. The system administration functions are available with the NCS, (i.e., new  
18 account entry, account/record modification, account deletion, etc.) along with  
19 samples of NCS User Interface screens.
- 20 4. All Noncitizen communication records can be moved from one Facility to  
21 another when a noncitizen is transferred. DHS/ICE may require the offeror to  
22 integrate with the DHS/ICE data base (i.e., ENFORCE), for identification of  
23 Noncitizen location and transfer of call records and financial balances. Any  
24 integration with ICE data base will be at no cost to DHS/ICE.
- 25 5. All data will be securely stored locally, or in a central database. Data redundancy  
26 will be stored away from the Detention facility location and available to  
27 authorized DHS/ICE personnel upon request.

#### 29 **I. Data Back-Up**

30 The NCS must provide the following data back-up features as minimal requirements:

- 31 1. The performance of all system and database back-ups and archiving data to be  
32 retained for 5 (five) years after the cutoff, which will be at the end of the calendar  
33 year in which the record was created, along with hardware, supplies, network and  
34 recovery procedures supplied that will ensure that no data shall be lost.
- 35 2. The capability of recovering all system data for all locations, to the point of full  
36 system operation, using a system backup.
- 37 3. All database information to be stored off site from your location. (Also describe  
38 how this “copy” will be kept current with the other NCS system backups).
- 39 4. All archived information, call detail, Noncitizen records etc. are the property of  
40 DHS/ICE and to be provided on a monthly basis, or when requested by authorized  
41 DHS/ICE personnel.
- 42 5. All backup data must be destroyed completely and securely once the retention  
43 period above has been reached.

1 **C.4.2 Pro Bono System**

2 The NCS Pro bono Services will be provided at all facilities Services by this  
3 agreement (Primary and Secondary facilities, and Tertiary Facilities) and shall permit  
4 the Noncitizen to make direct calls as outlined in this document. All noncitizens are  
5 allowed free and unlimited access to Consulates, and Embassies and pro bono  
6 agencies that provide service in the area of the facility at any time from any facility.  
7 ICE will provide a complete list of identified facilities on a periodic basis, normally  
8 monthly. Pro Bono free calls account for 13% of all call volume (minutes) and this  
9 call volume is subject to change based on the needs of ICE. This list does fluctuate.  
10 The Pro bono system must include the following minimum requirements:

- 11
- 12 1. Free 24/7 telephone access to Foreign Embassies, Consulates, Executive Office  
13 for Immigration Review (EOIR) identified pro bono legal entities, the DHS Office  
14 of Inspector General Hotline, ICE/OPR Joint Intake Center (JIC), ICE  
15 Community and Noncitizen Helpline (CDH), Immigration Courts, United  
16 Nationals Commission on Human Rights (UNCHR), the ICE Detention Reporting  
17 and Information Line (DRIL), Office for Civil Rights and Civil Liberties (CRCL),  
18 and other DHS-ICE identified Non-Governmental Organizations (NGO) and any  
19 other numbers as indicated by DHS/ICE and EOIR.
- 20 2. Provide a centralized platform for pro bono access. Describe this host  
21 environment.
- 22 3. Provisions must be made to ensure this free telephone access is available to  
23 Noncitizens during normal operating hours defined as approximately 7 am to 9  
24 pm (local time) at the Primary facilities daily or as established by DHS-ICE. The  
25 Secondary facilities time of day access is determined by the local facility policy.
- 26 4. Provide facilities with specific, adequate and easy to understand written and  
27 verbal instructions, in English and Spanish, which will enable a connection to all  
28 authorized pro-bono speed dial numbers, as well as posted on the tablets.
- 29 5. Posting and maintaining accurate dialing instructions to the pro bono platform in  
30 English and Spanish. Provide a copy of these dialing instructions with your  
31 proposal. These dialing instructions will be posted on the tablets also.
- 32 6. The contractor must provide and maintain accurate speed dial number lists for all  
33 authorized pro bono numbers assigned to each detention facility. These posting  
34 will be updated on the tablet as changes are made at the Primary facilities.
- 35 7. Pro bono speed dial numbers are assigned geographically to facilities. Speed  
36 dials outside the geographical area may be added to facility speed dial lists by  
37 request.
- 38 8. Pro bono speed dials must be locked to a facility whereby, only speed dials on the  
39 printed list may be called.
- 40 9. All pro bono speed dial numbers must be updated within 48 hours of notification  
41 by DHS-ICE and posted on the tablets
- 42 10. Provide a web tool so that DHS-ICE can monitor current information on your pro  
43 bono platform. The online website must include the ability to file online trouble  
44 tickets for hardware, software, telephone number issues, etc. This system must be  
45 able to produce reports by facility that will assist in identifying trends. Describe  
46 the reports available in your online web-based system.



- 1 11. A redundant centralized platform must be located in separate physical location  
2 from the primary centralized platform. Describe the host environment for the  
3 redundant platform, including the disaster recovery for geographic purpose (ie,  
4 recovery from regional weather disasters).
- 5 12. You must coordinate all installations, configurations, facility integration and  
6 ongoing updates at all facilities identified by DHS-ICE. Describe the process you  
7 will undertake to achieve this.
- 8 13. You must provide a quarterly verification on the accuracy and connectivity of all  
9 speed dial numbers from all facilities, both to the platform and through to a final  
10 connection, by site, and by called entity. Current status of the verification on each  
11 pro bono speed dial number should be included as a part of the weekly pro bono  
12 report.
- 13 14. You must include a backup to ensure connectivity in the event the facility  
14 telephone system is down, or other emergency use as determined by DHS-ICE.
- 15 15. The offeror must provide a connection to the pro bono platform at no cost to ICE.  
16 The offeror must describe in detail, the pro bono Services offer.
- 17 16. The contractor is responsible for paying any and all compensation to telephone  
18 providers at the Secondary facilities for completing pro bono telephone calls. ICE  
19 is not responsible, nor is ICE privy to what (if any) compensation is paid by the  
20 contractor to the secondary facility telephone company.

21  
22 Pro bono numbers will be provided to you by ICE for each facility. Currently, there are  
23 approximately 2,000 Pro bono speed dial numbers in the pro bono database, plus  
24 approximately 740 Lyon Settlement Program numbers. It is the offeror's responsibility  
25 to verify these are valid numbers and keep them updated. The pro bono numbers include  
26 but are not limited to:

- 27
- 28 1. The local immigration court and the Board of Immigration Appeals.
- 29 2. Federal and State courts where the Noncitizen is located or may become involved  
30 in a legal proceeding.
- 31 3. Consular officials and offices.
- 32 4. EOIR approved pro bono legal Services providers, in pursuit of legal  
33 representation or to engage in consultation concerning his/her removal case.
- 34 5. Other Government offices, to obtain document relevant to his/her immigration  
35 case.
- 36 6. In a personal or family emergency, or when the Noncitizen can otherwise  
37 demonstrate a compelling need to DHS-ICE officials.
- 38 7. Other special circumstances as mutually agreed by contractor and ERO COR

39  
40 Facilities or the NCS provider will not require noncitizens to pay for the types of calls  
41 listed above. The NCS provider shall enable all Noncitizens to make calls to the  
42 approved list of free legal Services providers and consulates at no charge to the  
43 Noncitizen, the receiving party, or ICE. Any fees emanating from outside facilities for  
44 these calls are the responsibility of the NCS contractor.

1 **C.4.3 Language Requirements for NCS (Including Pro Bono)**

2 The proposed Noncitizen Communication Services (NCS) must recognize the unique  
3 challenges of the multiple languages spoken by Noncitizens at DHS-ICE detention  
4 facilities. The NCS will include these minimum language requirements:  
5

- 6 1. English and Spanish language options are required for the pro bono system. At the  
7 Primary locations, English, Spanish, Russian, Mandarin, French, Creole, Arabic,  
8 Punjabi, and Navajo are the minimum languages at all locations. ICE has the  
9 option to add additional languages at no cost as needed, per facility or system  
10 wide.
- 11 2. Provide DHS-ICE with other languages available within your system. Describe  
12 how you will achieve translations for all required, ICE identified languages,  
13 besides English and Spanish, at no cost to ICE.
- 14 3. Provide the exact information presented over the telephone during set up and  
15 provide the announcement presented to the called party, to include at a minimum:
  - 16 a. Language prompting
  - 17 b. Access to Collect, Pre-paid collect and Debit
  - 18 c. Access to pro bono system
  - 19 d. Called party announcement indicating call from a Noncitizen at a detention  
20 facility, cost of the collect call, instructions to block future calls, call is  
21 recorded and monitored, instructions for any billing questions or to set up  
22 prepaid Services, at a minimum. Provide any other selections that your  
23 NCS may include.
- 24 4. Instructional signage will be posted at a minimal, in English and Spanish at all  
25 facilities and will include at a minimum:
  - 26 a. Overall, simple dialing instructions
  - 27 b. Collect call and pre-paid collect call dialing instructions
  - 28 c. Debit call dialing instructions
  - 29 d. How to file a complaint
  - 30 e. All calling rates including Local, Long Distance and International
- 31 5. Pro bono information to be posted at least in English and Spanish at all facilities to  
32 include at a minimum:
  - 33 a. Simple dialing instructions for access to the pro bono centralized system.
  - 34 b. List of all authorized pro bono Speed Dial numbers, (speed Dialing must be  
35 used at all facilities as this eliminates frequent posting of changes).
  - 36 c. Identify each embassy or consulate office telephone number with the flag  
37 of that country next to the speed dial number.
  - 38 d. Date the Speed dial list is/was provided.

39  
40 **C.4.4 Debit and Collect Calling System at Primary Detention Facilities**

41 **I. Debit Based Mode Capability and Requirements**

42  
43 The NCS must satisfy, at a minimum, the following debit-based mode capabilities and  
44 requirements:  
45

- 46 1. Provide this Services through the use of an Automated Operator.

- 1 2. Allow for direct dial calls when it is operating in a debit-based, PIN controlled  
2 mode.
- 3 3. Have a debit-based database capability that tracks a noncitizen's telephone usage  
4 balance, which shall be maintained by the NCS in conjunction with the Primary  
5 Detention facility's commissary account (when available).
- 6 4. Ability to review call records on the tablet.
- 7 5. The ability to confirm that are available in the noncitizen's telephone account  
8 after the telephone number is dialed by the noncitizen but prior to connecting the  
9 call (explain the options available, including a collect call option, to the  
10 noncitizen should the Noncitizen's telephone account be insufficient for the  
11 desired call).
- 12 6. The ability to interface electronically with the detention facility commissary  
13 system for the collection and billing of calls, based on the PIN number of the  
14 Noncitizen. ICE is not responsible for any costs associated with the electronic  
15 interface to the facility commissary system.
- 16 7. The ability to provide refunds to noncitizens who are being released and still have  
17 a balance with the NCS. Telephone account refunds will be issued by: a) cash  
18 payment; or b) release of funds from noncitizen's commissary account; or c) a  
19 telephone pre-paid card for immediate use in a public setting.
- 20 8. Direct dial charges shall terminate when either party hangs up. When operating in  
21 debit-based mode, it is required to notify the noncitizen when the call is being  
22 terminated because of a lack of adequate funds. Provide the sample message  
23 played to the noncitizen and describe the notification process the noncitizen will  
24 receive.
- 25 9. Ability to transfer funds and call records to another NCS location.

## 26 27 **II. Collect Call Mode Capability and Requirements**

28  
29 The NCS must satisfy, at a minimum, the following collect-call mode capabilities and  
30 requirements:

- 31  
32 1. Provide this Services through the use of an Automated Operator.
- 33 2. Allow for direct dial calls when it is operating in a collect-call, PIN or non-PIN  
34 controlled mode as determined by DHS-ICE Requirements.
- 35 3. Call acceptance by the called party must be accomplished through caller  
36 confirmation by pressing a specific number, or the called party replying by voice  
37 response.
- 38 4. Collect calls shall not be connected, nor shall billing commence, until the called  
39 party indicates acceptance of the call.
- 40 5. At a minimum, the pre-recorded announcement identifying that the collect call is  
41 coming from a noncitizen at an ICE detention facility that must be heard by the  
42 called party. The pre-corded announcement will also include the cost of the call.  
43 Provide all other announcement options within your NCS offer.
- 44 6. Assume all responsibility for billing called parties receiving collect calls from the  
45 NCS and for the collecting of payments for these calls and provide a toll-free

1 number, which will be clearly shown on the called party's bill for assistance in  
2 billing matters.

- 3 7. Provide all local and long distance collect call Services at all ICE Primary  
4 Detention facilities where the NCS is installed and be responsible for installing  
5 and maintaining all telephone circuits necessary to provide the required collect  
6 call Services.

7  
8  
9  
10 **III. Free calls and requirements**

11 The NCS must satisfy, at a minimum, the following free call capabilities and  
12 requirements:

- 13  
14 1. Upon booking/processing of the Noncitizen at a primary facility, each Noncitizen  
15 is required to have at least one (1) free five (5) minute phone call to anywhere in  
16 the world. The system must show proof that the noncitizen was given a free  
17 phone call. ICE bears no responsibility for tracking the calls or any costs  
18 involved.

19  
20 **C.4.5 Transition**

- 21 1. The Contractor shall submit a proposed implementation plan and detailed  
22 schedule on how Contractor proposes to complete the initial installation of all  
23 Primary and Secondary Facilities listed in Attachment B under Section J. This  
24 schedule will be in accordance with the successful and orderly transition of the  
25 Primary and Secondary Facilities. As ICE cannot allow for any period without  
26 telephone connectivity, offerors should detail how Primary Detention Facilities  
27 will transfer over as additional Secondary Detention Facilities are brought online.  
28 All transitions must occur within 90 days afterward. Primary and Secondary  
29 facilities must transition concurrently. The transitioning offeror will not be  
30 allowed to transition the Primary facilities first, followed by Secondary Facilities.  
31 However, transitioning offeror will be allowed to transition Secondary Facilities  
32 first, if you desire. Each Primary and Secondary facility is a stand-alone element  
33 and cannot be partially transitioned. Explain the deployment schedule at the  
34 Secondary facilities. The pro bono network must be developed and tested by ICE  
35 before a Primary or Secondary facility can be transitioned. ICE reserves the right  
36 to adjust and approve the transition plan.
- 37  
38 2. This implementation plan shall include a proposed time-line for completing  
39 physical installation at Primary Detention Facilities and the Primary and  
40 Secondary Detention Facilities pro-bono speed dial system. For each installation,  
41 the Contractor shall submit an implementation plan that shall include an  
42 installation schedule. This implementation plan will become a part of the  
43 Contract and must be followed.
- 44  
45 3. Contractor agrees to obtain DHS/ICE written permission from the Contracting  
46 Officer before proceeding with any work that requires cutting into or through

1 girders, beams, concrete or tile floors, partitions or ceilings, or any work that may  
2 impair fireproofing or moisture proofing or potentially cause any structural  
3 damage. DHS/ICE does not anticipate that such work will be required for the  
4 initial installation or maintenance of the system.  
5

- 6 a. Contractor agrees to assume responsibility for all installation of equipment  
7 in accordance with the specifications contained in the manufacturer's  
8 installation instructions.
- 9 b. Use of existing or in-place conduit, raceways, cable ways, cable, inside  
10 wiring, telephone set mountings, switches, terminal boxes, enclosures, and  
11 terminals within the Facilities are at the risk of the Contractor. No  
12 exposed wiring will be permitted. Ownership of any wiring or conduit  
13 placed under this contract by the successful Contractor becomes DHS/ICE  
14 property upon termination and/or expiration of the contract.
- 15 c. Contractor agrees that if any cabling work is required as part of any  
16 installation, all new cables shall be used and marked clearly and legibly at  
17 both ends, and must meet all applicable EIA/TIA wiring standards for  
18 commercial buildings.
- 19 d. Contractor shall install additional telephones and monitoring and  
20 recording equipment as needed at no cost to DHS/ICE. This includes  
21 expansion to the existing Facilities and any newly constructed Facilities.  
22 This shall be done throughout the contract period and all subsequent  
23 renewal terms.
- 24 e. Contractor shall provide and install adequate surge and lightning  
25 protection equipment on all lines used for the system.
- 26 f. The Contractor shall accomplish installation of all telephones and related  
27 equipment during normal business hours at each Facility or as directed by  
28 the Facility Point of Contact.
- 29 g. The Contractor shall clean up and remove all debris and packaging  
30 material resulting from work performed.
- 31 h. The Contractor shall restore to original condition any DHS/ICE property  
32 damaged during maintenance or installation by any personnel associated  
33 with the Contractor, including repairs to walls, ceilings, etc.
- 34 i. Contractor agrees to install, repair and maintain all Contractor provided  
35 equipment and lines at no cost to DHS/ICE. All costs of Contractor  
36 provided equipment, installation, maintenance and repair as well as all  
37 costs or losses due to vandalism shall be the total responsibility of the  
38 Contractor.  
39

40 Upon completion of initial installation and during ongoing installations, the Contractor  
41 shall provide DHS/ICE with a list of telephone numbers, , and the location of each unit.  
42

#### 43 **C.4.6 Refund/Rebate Requirements**

44 The NCS proposal must include a written refund/rebate policy. ICE anticipates  
45 eventually having all telephone funds electronically controlled (including deposits and  
46 refunds) through the primary detention facility commissary system. In the meanwhile,

1 facilities that do not have a commissary, the minimum requirements for refund/rebates  
2 will include:

- 3
- 4 1. Upon each noncitizen's release from a primary facility, the NCS must allow for  
5 any unused portion of the prepaid account or prepaid debit card to be immediately  
6 issued in the form of a universal telephone card, or credit card, that can be used on  
7 a retail basis at the same, or lower, telephone per minute rate.
- 8 2. Instructions on the process for written complaints regarding rebates and refunds  
9 must be provided with the proposal. Provide a copy of the complaint form that  
10 the Noncitizen will complete, and provide instructions that the detention facility  
11 will follow for implementing this process in English and Spanish. Rebate/Refund  
12 complaints must be resolved within 72 hours of complaint received from a  
13 facility. Instructions must be clearly written and easy to follow. No fees for  
14 processing refunds/rebates or for processing at detention release are allowed.
- 15 3. Describe your audit process that will ensure prompt rebate/refund activity.
- 16 4. Explain how your software will interact with an electronic commissary system.
- 17 5. Refunds for erroneously charged calls within 72 hours.
- 18
- 19

#### 20 **C.4.7 Training Requirements**

21 It is instrumental to the success of the Noncitizen Communication Services (NCS) that  
22 facility personnel be trained in various aspects of the NCS operation. Develop and  
23 describe a complete training program that contains, at a minimum the following  
24 requirements:

- 25
- 26 1. End-user training to personnel to be delivered on-site at all primary detention  
27 facilities and for various levels of facility staff including any NCS port  
28 administrators. All primary detention facilities will be trained within one week  
29 from the date NCS is installed and operational at each location.
- 30 2. Training for all primary detention facilities for repair and maintenance  
31 procedures, including at a minimum:
  - 32 a. Services escalation process, including the notification process by the  
33 primary detention facility to include email and 800 number processing.
  - 34 b. Trouble ticketing process for initial notification, through resolution, and  
35 documented confirmation of resolution by facility contact.
  - 36 c. Noncitizen complaint process from initial notification, through resolution,  
37 to documented confirmation.
  - 38 d. Called party complaint process from initial notification, through  
39 resolution, to documented confirmation
- 40 3. Full training for all assigned system (port) users on all components of the NCS  
41 including, but not limited to how:
  - 42 a. to create, and modify noncitizen records (PIN management)
  - 43 b. to generate appropriate system reports
  - 44 c. to process Grievance and Requests as well as video monitoring
  - 45 d. to maintain Noncitizen alert levels and respond accordingly when these  
46 levels are exceeded

- e. the recording equipment operates, including the live monitoring of noncitizen calls, playback of archived calls and the transfer of calls to other media for playback at off-site locations
  - f. to change noncitizen restriction levels
  - g. to initiate system restrictions including the shutting down of individual noncitizen telephones, groups of noncitizen telephones or the entire facility
  - h. to use all investigative tools provided with the NCS
4. Refresher system training for primary detention facilities personnel on an as needed basis.
  5. A description of any advanced system training that may be available to the DHS-ICE personnel whether provided on-site at the facility, or by web based interactive training;
  6. The name and the title and resume of the person, or persons, who will have the overall responsibility for training.
  - 7.

#### **C.4.8 Quality Assurance Surveillance Plan (QASP)**

The NCS proposal must include a **Quality Assurance Surveillance Plan (QASP)** which must address systematic quality assurance methods to be used in the administration and contractual performance of the NCS. The offeror should follow the QASP checklist below when developing their QASP. At a minimum, the proposal will provide an internal grading scale of minimal performance levels. A sample of suggested Performance Objectives should include, at a minimum the information provided below.

The Key Tasks to be measured at a minimum are as follows:

1. Primary facility performance, to include monthly percentage of system down time. In addition, a random sampling of 20% of the Primary facilities will be physically inspected quarterly, and reported will include, at a minimum:
  - a. Physical inspection of phones (working properly 98%)
  - b. Recording and monitoring (working properly 99%)
  - c. Signage posted and current (99% accurate). Note the pro bono list is always current and accurate on the tablets.
  - d. Refunds (100% compliant, see below)
  - e. Confirmation of all QASP documents signed off by authorized person at the Primary facility
2. Secondary facilities (Pro bono Services), and reported will be, at a minimum:
  - a. Status of all facilities added and deleted, including status on a monthly basis. (All facilities must be integrated into the pro bono network in less than 30 days after notification by DHS/ICS)
  - b. Delivery of appropriate signage posted to the ICE field office and/or facility and maintained current (99% accurate)
  - c. Connectivity to pro bono platform (98% or greater)
  - d. Pro bono lists accurate, dated, and posted
3. Trouble ticket monitoring, for all ticketing on a monthly basis to include at a minimum:

- 1 a. Hardware issues at all Primary locations and summarized as:
  - 2 i. Resolved less than 12 hours (40% or better)
  - 3 ii. Resolved less than 7 days (90% or better)
  - 4 iii. Status of repairs greater than 7 days, to include a confirmed repair
  - 5 date for resolution
- 6 b. Pro bono ticket monitoring, for all ticketing on a monthly basis to include
- 7 at a minimum:
  - 8 i. Resolved less than 48 hours (50% or better)
  - 9 ii. Resolved less than 5 days (90% or better)
  - 10 iii. Status of tickets greater than 5 days pending, to include a
  - 11 confirmed repair date for resolution
- 12 4. Refunds and Rebates reports submitted on a monthly basis to include at a
- 13 minimum:
  - 14 a. Total number of refunds and total monetary amount of refunds (100%
  - 15 accuracy)

17 Failure to meet these minimal requirements and measurement standards will result in a  
 18 notice from DHS/ICE requiring compliance within 30 days. If the identified issues are  
 19 not resolved, DHS/ICE will consider this unsatisfactory performance and will terminate  
 20 the contract for default as described in FAR subpart 49.4 – Termination for Default.

**Quality Assurance Surveillance Plan Checklist**

#		Review Steps	Date Verified	IRO Reference
QASP	1	Does the QASP include a sampling guide, decision tables, and checklists?		
QASP	2	Does the QASP establish:		
	2.a	➤ <i>Performance measures based on performance standards in the PWS? All PWS functional areas for which performance standards were developed should be addressed.</i>		
QASP	2.b	➤ <i>Methods of surveillance, including management information systems, random sampling, checklists, and formal customer satisfaction surveys?</i>		
QASP	2.c	➤ <i>Level of surveillance?</i>		
QASP	2.d	➤ <i>Acceptable quality levels?</i>		
QASP	2.e	➤ <i>Inspection procedures that identify what will be checked?</i>		
QASP	3	Does the QASP stipulate:		
	3.a	➤ <i>Methods of inspection and sampling procedures?</i>		
QASP	3.b	➤ <i>Type and period of reports required?</i>		



#		Review Steps	Date Verified	IRO Reference
QASP	4	Are there provisions to provide periodic updates to the CO and COR?		
QASP	5	Does the plan adequately define the roles of the key participants?		
QASP	6	Does the QASP establish frequency of sampling/inspection?		
QASP	7	Does the QASP establish reports required from Performer/Reviewer?		

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35

### C.4.9 Reporting Requirements

#### Reporting, Management and Investigative Tools

ICE/ERO requires that a record of all transactions through the Noncitizen Communication Services (NCS) be maintained in a database for monitoring and analysis of Noncitizen telephone calls, revenues and refunds. This data is used to alert authorized ICE/ERO staff of possible trends with noncitizen calls that could jeopardize the security of noncitizens, staff, or facilities; as well as trends in charges and revenue that could damage the public image of ICE/ERO and the Department of Homeland Security (DHS). ICE/ERO will have immediate access to this database and data must be updated at least every 24 hours.

The Contractor shall be responsible for the generation and creation of this centralized system database.

At a minimum, the NCS shall allow the ICE/ERO to generate “canned” reports directly through an interface accessible through a secure internet site. The Contractor shall provide reporting capabilities on all information contained in the NCS database, including the recording of telephone calls. To ensure that reports are accurate and timely, the database shall be updated in real time when possible but no less than 24 hours so that all report data is current when viewed and/or downloaded by personnel authorized by ICE. The database shall be capable of maintaining a record of all reports that are downloaded, with the date and time of the download, and the name of the person who performed the download. All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports shall be readable on screen, printable and shall be downloadable into an excel or word format. Reports shall also be viewable via a user-friendly interface. This interface shall be, at a minimum a Graphical User Interface (GUI) such as Windows XP.

Report formats for investigative use shall be subject to final approval by the COR, or the COR designee.

Deliverable Investigative Reports Required:

- 1
- 2 • **Authorized Users Report:** The system shall provide a real time report of all  
3 Department and Contractor authorized users. This report shall include user name, status  
4 (active or inactive) and corresponding dates, user title and facility location.
- 5 • **Comprehensive Outgoing Call Report:** The system shall provide a real time report of  
6 all outgoing calls made from all Department facilities. This report shall include  
7 noncitizen name, noncitizen pin #, and noncitizen’s facility location, the location of the  
8 telephone used, the phone number called, date and time of call, length of call, and reason  
9 for termination.
- 10 • **Duplicate Number Report:** The system shall provide a real time report of all outgoing  
11 telephone numbers that appear on the active call lists of two or more noncitizens. This  
12 report shall include phone number, reason for termination, noncitizen name, noncitizen  
13 pin #, and noncitizen’s facility location.
- 14 • **International Call Report:** The system shall provide a real time report of all  
15 international calls made. This report shall include noncitizen name, noncitizen pin #,  
16 number called, BNA for number called, noncitizen’s facility location, date and time of  
17 call, length of call.
- 18 • **Alert Level Report:** The system shall provide a real time report of all calls that  
19 generated an alert notification in the system. This will include three-way calls, as well as  
20 any other calls programmed to send an alert notification. This report shall include date  
21 and time of call, number called, BNA for number called, noncitizen name, noncitizen pin  
22 #, and type of alert.
- 23 • **Ad Hoc Reports:** The Contractor shall provide the Department ad hoc reporting from  
24 the system upon request of the COR, or the COR’s designee.
- 25 • **Contractor Submitted Reports:** The following reports shall be submitted by the  
26 Contractor in electronic or “hard copy” as determined by COR.
- 27 • **Trouble Ticket/Repair Time Report:** The system shall provide a real time report of  
28 all trouble tickets and repair times that are reported to the Contractor. This report shall  
29 include the assigned number with trouble, location (including specific dormitory or other  
30 unique location), date and time trouble was reported, cumulative downtime as a result of  
31 trouble, downtime reason (e.g. processor failure, power failure, station failure, trunk  
32 failure, etc.) and date and time trouble was resolved.
- 33 • **Ad Hoc Reports:** The Contractor shall provide the Department Ad Hoc Reports upon  
34 request of the COR.
- 35 • There will be other governmental agencies who request data reports for various  
36 tasks. These reports will be requested from ICE, and provided to the other  
37 governmental agency.
- 38

39 The system shall provide the capability for every call in-and-out of the system to be  
40 recorded with a transaction record that includes, at a minimum, a recording of the  
41 telephone call in a .wav or other format acceptable to ICE/ERO. The database shall be  
42 maintained in such a manner as to allow authorized personnel the capability to review  
43 and monitor noncitizen call data regardless of which facility is housing the Noncitizen.  
44 The database shall have the capacity to contain multiple data fields. Final data elements  
45 to be collected shall be subject to written approval by ICE/ERO.

46

1 The system shall provide the capability for ICE/ERO to download reports from the  
2 database, through secured internet access. In addition, the Contractor shall provide  
3 access to the database through a secure “ftp” web server so the department can retrieve  
4 certain data on a daily basis.

5  
6 The contractor shall be capable of recovering all Noncitizen telephone data for all  
7 locations, to the point of full-Services operation, using a data backup. The contractor  
8 shall perform all Services and database back-ups and archiving. Archived data will be  
9 treated as property of the United States Government. The contractor shall provide all  
10 archival hardware, supplies, network and recovery procedures that will ensure that no  
11 data is lost.

12  
13 The system shall provide all data be recorded with a historical transaction record and  
14 stored/archived for retrieval/backup in a database when requested by ICE or Department  
15 of Homeland personnel in accordance with the following:

- 16 • All historical data shall be centrally stored and accessible for reporting purposes;
- 17 • This information must be available for reporting in a standard transaction file format;
- 18 And
- 19 • This information shall be available at no charge to ICE or the Department of Homeland  
20 Security after termination of the contract for the period prescribed in the Records  
21 Management and Retention section below.

#### 22 23 24 **System Reports:**

25 The system must provide Reports that include at a minimum:

- 26  
27 1. Reporting and querying methods and capabilities, which provide maximum  
28 flexibility, and user-friendly interface, speed, efficiency and accuracy.
- 29 2. For the generation of reports by facility, Field Office, and combination of all  
30 offices and facilities.
- 31 3. Allow for the generation of reports by ICE/ERO personnel based on their user  
32 level.
- 33 4. For the generation of reports via a user-friendly GUI compatible with Windows.
- 34 5. Allow for the generation of reports via a WEB-based interface from the off-site  
35 locations. Describe how this feature would operate, and what information will be  
36 available.
- 37 6. Allow for the generation of standard System reports, as well as reports  
38 customized for the specific needs of the facility or Field office.
- 39 7. Allow selected reports to be generated automatically based on Office criteria  
40 (time of day, volume of calls, PIN numbers... etc.).
- 41 8. Allow for all report data to be stored in a file format on removable electronic  
42 storage media (i.e. tape, CD-ROM, USB etc.).
- 43 9. Allow for all reports to be viewed in hard copy format, or viewed on-line by a  
44 user with proper access level.
- 45 10. Allow access (via password-protected id, secure applications) to system reporting  
46 information via an Intranet application accessible through the Internet.

- 1 11. Allow for the following reports, at a minimum to be generated by the Office:
- 2 a. Chronology List of all Calls
- 3 b. Daily, Weekly, Monthly call Volume summaries
- 4 c. Date and time call initiated and terminated
- 5 d. Disposition of the call, indicating termination type, completed, incomplete
- 6 etc.
- 7 e. Telephone number dialed, and trunk or telephone used by noncitizen
- 8 f. Duration of call
- 9 g. Noncitizen PIN number summaries and queries
- 10 h. Frequently dialed numbers
- 11 i. Specific Telephone Number Dialed
- 12 j. Suspended PIN #'s
- 13 k. Telephone Numbers called by more than one noncitizen
- 14 l. Telephone Numbers authorized by more than one noncitizen
- 15 m. Calls per noncitizen PIN, and Minutes per noncitizen PIN
- 16 n. Blocked numbers attempted
- 17 o. Pro bono summary reports for all call volumes per facility per week,
- 18 month, and annual.
- 19 p. Grievances and Requests
- 20 q. **OIG Hotline:** A summary report of calls attempted and completed to OIG
- 21 hotline from all ICE facilities including Primary, Secondary, and Tertiary
- 22 facilities. Currently this report is a monthly activity summary report.
- 23 r. Upon request, information such as name and address for the called
- 24 numbers or other identifying information of the collect or debit numbers
- 25 called.
- 26 s. Daily call records generated
- 27 t. Weekly call records, messages, video visit records generated
- 28 12. Management Reports must be submitted monthly to the COR available in
- 29 Microsoft Office (Word or Excel) formatting, and include at a minimum:
- 30 a. **Revenue Report** to include summary totals for:
- 31 i. Total minutes, by collect, prepaid or debit cards;
- 32 ii. Total messages by collect, prepaid or debit cards;
- 33 iii. Total revenue, and by call type (include back up call transactions)
- 34 iv. Total Revenue by collect, prepaid, and debit (cards)
- 35 v. Total Revenue by local, long distance, and international
- 36 vi. Total Revenue by day, month, year;
- 37 b. **Data Reports** required but not limited to the following:
- 38 i. Date, time and telephone numbers called
- 39 ii. Duration of call
- 40 iii. Destination number and destination information
- 41 iv. Gross revenue by call
- 42 v. Facility originating the call
- 43 vi. Total minutes of calls and Total revenues of calls
- 44 vii. Total pre-paid card purchase for day, month, year or pre-paid
- 45 minutes purchased for day, month, year
- 46 viii. Total prepaid revenue/minutes, collect revenue/minute

- 1 c. **Refund Report** to include:
- 2 i. Total dollar amount of refunds issued for noncitizen released,  
3 during reporting period (include back up individual refund data)
- 4 ii. Total number of refunds issued
- 5 iii. Total dollar of refunds or credits for disputed calls.
- 6 iv. For each refund, include noncitizen name, reference transaction  
7 number, date, and other information deemed important for auditing  
8 the refund transaction.
- 9 d. **Maintenance Report** to include at a minimum
- 10 i. All Services and maintenance issues for the month.
- 11 ii. Indicate which issues are hardware issues (on-site), software  
12 issues, pro bono telephone number issues, and any other issues not  
13 identified.
- 14 iii. Identify the date of reported filing,
- 15 iv. POC person reporting issue,
- 16 v. Facility, Primary or Secondary (IGSA)
- 17 vi. Trouble ticket number assigned
- 18 vii. Date of trouble ticket assigned
- 19 viii. Description of problem.
- 20 ix. Date of resolution,
- 21 x. Description of problem resolution
- 22 xi. Method of confirming resolution to facility POC and COR  
23 designated agent (i.e., by email, by direct phone call, by on-site  
24 system administrator, etc.)
- 25 e. A Summary shall be submitted and shall list by site any significant events  
26 that occurred during the reporting period with respect to the  
27 accomplishments of the tasks, a summary of what work was  
28 accomplished, problems and resolutions, as well as comments about  
29 current or future system wide issues, trend analysis on a specific facility,  
30 or system wide trends.

31  
32 **Records Management and Retention:**

33  
34 The contractor shall retain all current and historical data files for a period of six (6) years  
35 after the cutoff, which shall be at the end of the calendar year in which the record was  
36 created. All backup data must be destroyed completely and securely once the retention  
37 period above has been reached.

38  
39 **RECORDS 1.1:** The Contractor shall treat all deliverables under the contract as the  
40 property of the U.S. Government for which the Government Agency shall have unlimited  
41 rights to use, dispose of, or disclose such data contained therein. The Contractor shall not  
42 retain, use, sell, or disseminate copies of any deliverable without the express permission  
43 of the Contracting Officer or Contracting Officer's representative. The Contractor shall  
44 certify in writing the destruction or return of all Government data at the conclusion of the  
45 contract or at a time otherwise provided in the contract. The Government Agency owns  
46 the rights to all data/records produced as part of this contract. The contractor may be

1 required to integrate all data with other departments as instructed by ICE, in bulk format,  
2 or as directed by the department.

3  
4 **RECORDS 1.2:** The Contractor shall not create or maintain any records that are not  
5 specifically tied to or authorized by the contract using Government IT equipment and/or  
6 Government records. The Contractor shall not create or maintain any records containing  
7 any Government Agency data that are not specifically tied to or authorized by the  
8 contract.

9  
10 **RECORDS 1.3:** The Government Agency owns the rights to all electronic information  
11 (electronic data, electronic information systems or electronic databases) and all  
12 supporting documentation created as part of this contract. The Contractor must deliver  
13 sufficient technical documentation with all data deliverables to permit the agency to use  
14 the data.

15  
16 **RECORDS 1.4:** The Contractor agrees to comply with Federal and Agency records  
17 management policies, including those policies associated with the safeguarding of  
18 records covered by the Privacy Act of 1974. These policies include the preservation of all  
19 records created or received regardless of format, mode of transmission, or state of  
20 completion.

21  
22 **RECORDS 1.5:** No disposition of documents will be allowed without the prior written  
23 consent of the Contracting Officer. The Agency and its contractors are responsible for  
24 preventing the alienation or unauthorized destruction of records, including all forms of  
25 mutilation. Willful and unlawful destruction, damage or alienation of Federal records is  
26 subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be  
27 removed from the legal custody of the Agency or destroyed without regard to the  
28 provisions of the agency records schedules.

29  
30 **RECORDS 1.6:** The Contractor is required to obtain the Contracting Officer's approval  
31 prior to engaging in any contractual relationship (sub-contractor) in support of this  
32 contract requiring the disclosure of information, documentary material and/or records  
33 generated under, or relating to, this contract. The Contractor (and any sub-contractor) is  
34 required to abide by Government and Agency guidance for protecting sensitive and  
35 proprietary information.

### 36 37 38 **C.5 Constraints**

39 The following constraints comprise the statutory, regulatory, policy and operational  
40 considerations that will impact the contractor. The contractor is expected to become  
41 familiar with all constraints affecting the work to be performed. These constraints may  
42 change over time; the contractor is expected to be knowledgeable of any changes to the  
43 constraints and perform in accordance with the most current version of the constraints.  
44 Constraints include, but are not limited to:

45 a) Memoranda of Understanding between ICE and individual law enforcement  
46 jurisdictions that may apply.

- 1 b) Department of Homeland Security Management Directive (MD) 11035 –
- 2 Safeguarding Sensitive but Unclassified (For Official Use Only) Information.
- 3 c) Department of Homeland Security Management Directive (MD) 11050.2 – Personnel
- 4 Security and Suitability Program
- 5 d) Other applicable Executive Orders and Management Directives
- 6 e) Post Orders
- 7 f) General Directives
- 8 g) American Correctional Association (ACA) Standards for Adult Detention Facilities
- 9 (most current edition) and the most recent copy of the supplement issued every two years.
- 10 A copy is obtainable through the Internet website [www.aca.org/bookstore/view.asp](http://www.aca.org/bookstore/view.asp).
- 11 h) ICE/ DHS Officer’s Handbook (draft or current edition, as issued)\*.
- 12 i) M-68 (A Guide to Proper Conduct and Relationships with Aliens and the General
- 13 Public) –
- 14 <http://onlinepluse.insICE/graphics/lawsregs/handman/handbkman/fieldmangd.htm>.
- 15 j) The ICE/ DHS\*Detention Standards – A copy is obtainable on the Internet website
- 16 [www.ice.gov](http://www.ice.gov). In the search icon insert “ERO Detention Standards”.
- 17 k) All rules and regulations governing usage of firearms, public buildings and grounds.
- 18 l) All regulations provided to the Contractor through the COR.
- 19 m) Computer Security Act of 2002
- 20 n) The Patriot Act of 2001
- 21 o) The Illegal Immigration Reform and Immigrant Responsibility Act (IIAIRA), P. L.
- 22 104-208
- 23 p) Federal Acquisition Regulations (FAR) and Department of Homeland Security
- 24 Acquisition Regulations (HSAR)
- 25 q) Applicable facility codes, rules, regulations and policies.
- 26 r) Applicable Federal, state and local labor laws and codes.
- 27 s) Applicable Federal, state and local firearm laws, regulations and codes.
- 28 t) Alignment with external sources (e.g. state and local law enforcement organizations)
- 29 u) Pre-clearance approvals are required for access to ICE field staff, facilities and
- 30 information
- 31 v) All applicable environmental requirements, including Executive Orders and
- 32 Management Directives
- 33 w) Existing lease agreements.
- 34 x) DHS Non-Disclosure Agreement Requirements
- 35 y) Organizational Conflict of Interest Provisions
- 36 z) The offeror shall meet and comply with all DHS and ICE IT security policies,
- 37 standards, guidelines and other government-wide laws and regulations for protection and
- 38 security of Information Technology. The publications include, but not limited to, the
- 39 following:
- 40 a. DHS 4300A Sensitive Systems Handbook
- 41 b. DHS 4300A Sensitive Systems Policy Directive
- 42 c. National Institute of Standards and Technology (NIST) Computer Security
- 43 Resources Center (CSRC) standards, guidelines, and special publications
- 44 aa) All solutions and Services shall meet DHS Enterprise Architecture policies,
- 45 standards, and procedures. Specifically, the Offeror shall comply with the following
- 46 Homeland Security Enterprise and ICE Architecture requirements:

- 1 a. Systems, Services, hardware, or software involving controlled facility or
- 2 information system shall be PIV-enabled by accepting HSPD-12 PIV
- 3 credentials as a method of identity verification and authentication.
- 4 b. All encryption shall be FIPS 197 Advanced Encryption Standard (AES) that
- 5 has been FIPS 140-2 certified.
- 6 c. The Offeror shall provide security mechanisms for handling data at rest and in
- 7 transit in accordance with FIPS 140-2.
- 8
- 9

10 \*Documents are under revision and being changed from INS (Immigration and  
11 Naturalization Services) to ICE. Current editions/versions apply.

12  
13  
14 C.6 Performance Incentive

15 The contractor agrees to set aside at a minimum 25% of the revenue earned at the  
16 Primary and Tertiary Facilities in an escrow account and keep the monies in escrow until  
17 a semi-annual performance review as been conducted.

18  
19 Semi-annual performance reviews will be conducted by ICE to determine if the  
20 contractor is performing in accordance with the contractor's Performance Work  
21 Statement, Transition Plan, and Quality Assurance Surveillance Plan. If the Government  
22 determines that the contractor is noncompliant, the contractor will send a check for a  
23 percentage of the total revenue set-aside to the US Treasury.