

Company Name:
Talton Communications

Contract Number:
HSCEDM-09-C-00009 (HSCEDM09C00009)

Solicitation Number:
HSCEDM-09-R-00009 (HSCEDM09R00009)

Period of Performance:
5/6/2009 through 5/5/2014

Services Provided:
Provides the Detainee Telephone System at all ICE Primary Detention Facilities and provides pro bono telephone service at all Primary and Secondary Facilities.

SOLICITATION, OFFER AND AWARD

1 THIS CONTRACT IS A RATED
ORDER UNDER DPAS (15 CFR 700)

RATING

1 27

2 CONTRACT NUMBER

HSCEDM-09-C-00009

3 SOLICITATION NUMBER

HSCEDM-09-R-00009

4 TYPE OF SOLICITATION

☐ SEALED BID (IFB)
☒ NEGOTIATED (RFI)

5 DATE ISSUED

6 REQUISITION/PURCHASE NUMBER

7 ISSUED BY

CODE

ICE/TE/SW/HW

8 ADDRESS OFFER TO (if other than Item 7)

ICE/Information Tech/SW & HW
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite 930
Washington DC 20536

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and

4

copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the

depository located in

See Section I

until

1500 ES

local time

03/25/2009

CAUTION: LATE Submissions, Modifications, and Withdrawals - See Section I, Provision No. 52.214-7 or 52.216-1. All offers are subject to all terms and conditions contained in this solicitation.

(Hour)

(Date)

10. FOR
INFORMATION
CALL:

A NAME

Shannon M. Ely

AREA CODE
202NUMBER
b6

EXT

C. E-MAIL ADDRESS

b6

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT

(See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS (%)

NA

20 CALENDAR DAYS (%)

NA

30 CALENDAR DAYS (%)

NA

CALENDAR DAYS (%)

NA

14. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):

AMENDMENT NO.

001

DATE

03/20/2009

AMENDMENT NO.

003

DATE

03/24/2009

002

03/23/2009

15A. NAME
AND
ADDRESS
OF
OFFEROR

CODE

54MK4

FACILITY

Talton Communications, Inc
910 Ravenwood Drive
Selma, AL 36701

15B. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

Julius Talton, President
Talton Communications, Inc
910 Ravenwood Drive
Selma, AL 36701

AREA CODE

15B. TELEPHONE NUMBER
NUMBER

334

375-4192

EXT.

15C. CHECK IF REMITTANCE ADDRESS
IS DIFFERENT FROM ABOVE - ENTER
SUCH ADDRESS IN SCHEDULE

17. SIGNATURE



18. OFFER DATE

AWARD (To be completed by government)

18. ACCEPTED AS TO ITEMS NUMBERED

0001

20. AMOUNT

\$0

21. ACCOUNTING AND APPROPRIATION

N/A

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304 (a)(1)

41 U.S.C. 253 (a)(1)

23. SUBMIT INVOICES TO ADDRESS SHOWN IN

(4 copies unless otherwise specified)

ITEM

N/A

24. ADMINISTERED BY (if other than Item 7)

CODE

25. PAYMENT WILL BE MADE BY

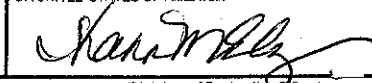
N/A

CODE

26. NAME OF CONTRACTING OFFICER (Type or print)

Shannon M. Ely

27. UNITED STATES OF AMERICA



28. AWARD DATE

6 MAY 2009

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

(Signature of Contracting Officer)

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusableSTANDARD FORM 33 (Rev. 9-87)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-C-00009

PAGE

OF

2

2

NAME OF OFFEROR OR CONTRACTOR
TALTON COMMUNICATIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 136890881 Period of Performance: 05/06/2009 to 05/05/2014				
0001	Provide the Detainee Telephone System at all ICE Primary Facilities and provide pro bono telephone service at all Primary and Secondary Facilities as specified in the solicitation at no cost to the Government.				0.00
0002	Provide the Detainee Telephone System at all ICE Primary Facilities and provide pro bono telephone service at all Primary and Secondary Facilities as specified in the solicitation at no cost to the Government. Period of performance 05/06/2011 through 05/05/2012. Amount: \$0.00 (Option Line Item) 05/06/2011				0.00
0003	Provide the Detainee Telephone System at all ICE Primary Facilities and provide pro bono telephone service at all Primary and Secondary Facilities as specified in the solicitation at no cost to the Government. Period of performance 05/06/2012 through 05/05/2013. Amount: \$0.00 (Option Line Item) 05/06/2012				0.00
0004	Provide the Detainee Telephone System at all ICE Primary Facilities and provide pro bono telephone service at all Primary and Secondary Facilities as specified in the solicitation at no cost to the Government. Period of performance 05/06/2013 through 05/05/2014 Amount: \$0.00 (Option Line Item) 05/06/2013				0.00
	The obligated amount of award: \$0.00. The total for this award is shown in box 20.				

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The offeror shall propose fixed-price rates using the Rate Spreadsheet provided as Attachment A under Section J. The rates proposed will become part of the contract awarded, and the provider will be required to charge those rates (or lower rates) for the fee-for-service portion of this contract.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Offerors shall perform in accordance with their proposed Performance Work Statement (PWS) that complies with the services required in this request for proposal (RFP), including the Statement of Objectives (SOO) provided as Attachment C under Section J, and the contractor's proposal submitted in response to this request for proposal (RFP).

SECTION D - PACKAGING AND MARKING

D.1 Packaging and Marking

All information and/or correspondence submitted to the Contracting Officer or the COTR shall be clearly marked and indicate the contract number.

D.2 Report Cover Sheet

Each report submitted by the Contractor shall have a cover sheet containing the following information:

1. Name and Address of the COTR
2. Contract Number
3. Name and Address of the Contractor
4. Title of Report
5. Report Number and Type
6. Period Covered by the Report

SECTION E - INSPECTION AND ACCEPTANCE**E.1 FAR 52.252-2- Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference with the same force and effect as if it were given in full text. Upon request, the Contracting Officer shall make its full text available. The full text of the clauses is also available electronically on the internet at the following website:
www.arnet.gov/far/

<u>Clause No.</u>	<u>Title</u>	<u>Date</u>
52.246-2	Inspection of Supplies - Fixed Price	Aug 1996
52.246-4	Inspection of Services - Fixed Price	Aug 1996
52.246-16	Responsibility for Supplies	Apr 1984

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Term of Contract

The initial term of this contract shall be for a 24-month base period with three (3) one-year option periods. The entire contract term including options shall not exceed 60 months (five years) in duration.

F.2 Period of Performance

The estimated period of performance of this contract is as follows:

Base Period - May 6, 2009 through May 5, 2011
 Option Year 1 - May 6, 2011 through May 5, 2012
 Option Year 2 - May 6, 2012 through May 5, 2013
 Option Year 3 - May 6, 2013 through May 5, 2014

F.3 Place of Performance

Work shall be performed (service shall be provided) at the sites listed in the Authorized List of Facilities provided as Attachment B, Authorized List of Facilities, dated January 7, 2009. This list is subject to change at any time.

F.4 52.242-15 Stop-Work Order (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 General Administrative Information**

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility, which will administer the contract if such address is different from the address shown on the SF33, as applicable.

Contracting Officer:

Shannon Ely
Department of Homeland Security
Immigration and Customs Enforcement
Office of Acquisition Management
Detention Management Division
801 Eye Street, NW
Washington, DC 20536
Telephone: 202-b6

G.2 Contracting Officer's Authority

The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Representative identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract cost to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and conditions.

The Contracting Officer may execute contract modifications de-obligating unexpended DHS/ICE dollar balances considered excess to known contracting requirements.

G.3 Contracting Officer's Technical Representative (COTR) Designation and Authority:

Miguel Perez-Otero
Department of Homeland Security
Immigration & Customs Enforcement
Telephone: 202 [REDACTED] b6

The COTR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COTR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the contract.

When, in the opinion of the contractor, the COTR requests effort outside the existing scope of the contract, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract, or until the issue has been otherwise resolved.

G.4 Payment Terms

The Government will not be responsible for any payments or costs incurred by the offeror under this contract. Revenue generated from collect calls (including pre-paid collect) and the sale of debit cards at Primary Facilities will be the sole source of revenue to the awardee. The Government shall not be responsible for any costs or payments incurred by the offeror.

G.5 Notification of Post Award Conference

Within 10 days of the contract award, a Post Award Conference will be held by the Contracting Officer at a designated location to be determined. Attendees from the Government will include the Contracting Officer, the Contract Administrator, the COTR, and any supporting staff considered necessary for effective contract performance. A representative(s) of the Contractor familiar with and responsible for both technical and contractual requirements will be required. The Contractor will be notified, by phone, regarding the exact time and location of the meeting.

G.6 Organizational Conflicts of Interest

The Contractor warrants that, to the best of his knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in Federal Acquisition Regulation 9.5, or that the offeror has disclosed all such relevant information.

The Contractor agrees that if an actual or potential conflict of interest is discovered after award, the offeror will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflicts.

G.7 Advertisements, Publicizing Awards, and News Releases

All press releases or announcements about agency programs, projects, and contract awards need to be cleared by the Program Office and the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity news release or commercial advertising without first obtaining explicit written consent to do so from the Program Office and the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

Remedies: The Government may terminate the contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it, or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue other such remedies as may be permitted by law or this contract.

G.8 Reports

The contractor shall prepare and submit the required reports as listed in the SOO.

Management reports shall be submitted via the on-line database in a Microsoft Office (Word or Excel) format on a monthly basis to the COTR and the Contracting Officer. Management reports include the following reports as discussed in the SOO: Revenue Report; Data Report; Refund Report; and Maintenance Report. The reports shall cover the information required by the SOO.

The following Deliverable Investigative Reports required by the SOO shall be provided via the on-line database and be available in real-time: Authorized Users Report; Approved Calling List Report; Comprehensive Outgoing Call Report; Duplicate Number Report; International Call Report; and Alert Level Report. The two Deliverable Investigative Reports, Trouble Ticket/Repair Time Report and Ad Hoc Reports, shall be submitted via an electronic copy or "hard copy" (as determined by the COTR) in accordance with the requirements stated in the SOO.

Other reports discussed in the SOO shall be available via the on-line database and be available in real-time.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Contract Type

This is a firm fixed price contract.

H.2 Notifications of Award

Notifications and/or press releases of this contract award shall not be made by the Contractor or representative without the written approval of the contracting officer.

H.3 Supervision of Contractor's Employees

Personnel assigned to renders services under this contract shall at all times be employees of the Contractor and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall be responsible for the supervision of its employees in the performance of the services required hereunder. During all times on Government premises, the Contractor's personnel shall comply with rules and regulations governing conduct of personnel and operation of the facility.

H.4 Audits

The Contractor is also notified that activities, functions, and reports either directly or indirectly in support of this contract are subject to both scheduled and unscheduled audits by both officials of the DHS and representatives of the Government Accountability Office.

H.5 Ice Security Requirements

GENERAL

The Immigration of Customs Enforcement (ICE) has determined that performance of the tasks requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive ICE information, and that the Contractor will adhere to the following.

SUITABILITY DETERMINATION

ICE 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. ICE 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 ICE, 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 Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to ICE ' facilities will not be subject to security suitability screening.

BACKGROUND INVESTIGATIONS

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. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. 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 45 days before the starting date of the contract or 45 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"
2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Drug Questionnaire
6. Alcohol Questionnaire
7. Financial Disclosure Report

Required forms will be provided by ICE 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 US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, ICE 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 ICE IT system.

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.

The 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 OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

ICE 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 ICE 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 their 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 OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired ICE 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 ID Unit.

EMPLOYMENT ELIGIBILITY

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

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

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 Immigration and Customs Enforcement (ICE) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as ICE.

INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on ICE 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 as outlined in DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with ICE security policy are subject to having their access to ICE 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).

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of ICE, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. ICE 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 ICE 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).

H.6 Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way under the terms of this contract, resulting in whole or in part from the negligent act or omission of the Contractor.

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act 28 U.S.C § 2671-2680, or pursuant to other Federal Statutory authority.

H.7 Section 508 Requirements

a. All Electronic and Information Technology (E&IT) services provided, all E&IT products purchased, developed or customized through this contract, and all reports and deliverables provided in electronic media shall be accessible to people with disabilities in accordance with the relevant accessibility standards (see below) referenced in Section 508 of the Rehabilitation Act 29 U.S.C. 794d, as amended by the Workforce Investment Act of 1998 August 7, 1998, P.L. 105-220.

- 1194. Software Applications and Operating Systems
 - 1194.22 Web-based Intranet and Internet Information and Applications
 - 1194.23 Telecommunications Products
 - 1194.24 Video and Multimedia Products
 - 1194.25 Self-Contained, Closed Products
 - 1194.26 Desktop and Portable Computers
 - 1194.31 Functional Performance Criteria
 - 1194.41 Information, Documentation, and Support

b. If any such E&IT product or service proposed is not fully compliant with all of the standards, the contractor shall specify each standard that is not met; provide a detailed description as to how the E&IT product does not comply with the identified standard(s); and shall indicate the degree of compliance. Use of Voluntary Product Accessibility Templates (or VPATs, see www.itic.org) and www.buyaccessible.gov is encouraged.

c. Offerors shall demonstrate compliance with Section 508 requirements prior to award. Submission of the list identified in paragraph (a) above is a prerequisite imposed by 36 CFR 1194 for making or entering into any contract with the Federal Government.

d. Proposals that fail to include the required Section 508-compliance information shall be deemed ineligible for award.

H.8 Performance Incentive

The contractor agrees to set aside (b)(4) % of the revenue collected from the sale of debit cards and collect calls at the Primary Facilities in an escrow account. Semi-annual performance reviews will be conducted by ICE to determine if the contractor is performing in accordance with the contractor's Performance Work Statement, schedule/transition plan, and Quality Assurance Surveillance Plan. The contractor will be notified 60 days in advance of the review regarding procedures. The Contracting Officer will determine the amount of monies to be remitted to the Government based on the contractor's performance.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference with the same force and effect as if it were given in full text. Upon request, the Contracting Officer shall make its full text available. The full text of the clauses is also available electronically on the internet at the following website:

www.arnet.gov/far/

FAR Clause	Title	Date
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	SEPT 2006
52.203-7	Anti Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to influence Certain Federal Transactions	SEPT 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.207-1	Notice of Standard Competition	MAY 2006
52.209-6	Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEPT 2006
52.215-2	Audit and Records – Negotiation	JUN 1999
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data- 52.215-Modification	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data- Modification	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.219-6	Notice of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations on Subcontracting	DEC 1996
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003

FAR Clause	Title	Date
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation	JUL 2005
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEPT 2006
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEPT 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Full text)	DEC 2004
52.222-41	Service Contract Act of 1965	NOV 2007
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.229-3	Federal, States, and Local Taxes	APR 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.232-11	Extras	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes – Fixed Price	AUG 1987
52.243-7	Notification of Changes	APR 1984
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.246-20	Warranty of Services	MAY 2001
52.246-25	Limitation of Liability - Services	FEB 1997
52.249-2	Termination for Convenience of the Government	MAY 2004
52.249-8	Default (Fixed Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

I.2 Clauses Incorporated by Full Text

52.204-1 Approval of Contract (DEC 1989)

This contract is subject to the written approval of the ICE Office of Acquisition Contracting Officer and shall not be binding until so approved.

52.215-19 Notification of Ownership Changes (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;
 (2) Provide the ACO or designated representative ready access to the records upon request;
 (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract expiration.

52.245-2 Government Property Installation Operation Services (JUN 2007)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, damaged or destroyed Government property. If any or all of the Government property is lost, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

TBD

52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.arnet.gov

52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov

52.252-6 Authorized Deviations in Clauses (APR 1984)

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental

clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

3052.204-70 Security requirements for unclassified information technology resources (JUN 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within 90 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct

reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

3052.204-71 Contractor employee access (JUN 2006)

(a) "Sensitive Information," as used in this Chapter, means 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 section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

3052.209-70 Prohibition on contracts with corporate expatriates (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the

properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) *Special rules.* The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) *Treatment of Certain Rights.*

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that (Check one):

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

LIST OF ATTACHMENTS:

Attachment A -- Rate Spreadsheet
Attachment B -- Authorized List of Facilities
Attachment C -- Section C: Performance Work Statement/Transition Schedule/QASP
Attachment D -- ICE/DRO Detention Standard - Phone Access, Dated 12 Sept 2008

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Attachment A
Rate Spreadsheet

LOCAL COLLECT	
Price/Minute	b4

LONG DISTANCE COLLECT	
Price/Minute	b4

LOCAL DEBIT	
Price/Minute	b4

LONG DISTANCE DEBIT	
Price/Minute	b4

INTERNATIONAL DEBIT	
Price/Minute	b4

LOCAL PRE-PAID COLLECT	
Price/Minute	b4

LONG DISTANCE PRE-PAID COLLECT	
Price/Minute	b4

Notes:

All fees must be included in the Price/Minute cost.
ICE will not authorize any other undisclosed fees.

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Attachment B - Authorized List of Facilities

Secondary Facilities (Pro Bono Service Only)

January 7, 2009

Field Office	Facility Name	State	Length of Stay	*Facilities	Type Agreement
ATL	ALAMANCE CO. JAIL	NC	Over 72	S	IGSA
ATL	ATLANTA CITY DET. CTR. - ATL	GA	Over 72	S	IGSA
ATL	CHARLESTON CO. DET. CTR. - ATL	SC	Over 72	S	IGSA
ATL	CHATHAM CO. DET. CTR. - ATL	GA	Over 72	S	IGSA
ATL	COLQUITT CO. JAIL - ATL	GA	Under 72	S	IGSA
ATL	CUMBERLAND COUNTY DET. CTR.	NC	Over 72	S	IGSA*
ATL	GASTON CO. JAIL	NC	Under 72	S	IGSA
ATL	HALL CO. DET. CTR. - ATL	GA	Under 72	S	IGSA
ATL	FORSYTH CO. JAIL - ATL	NC	Over 72	S	IGSA
ATL	MECKLENBURG CO. JAIL (CEN FAC.) - ATL	NC	Over 72	S	IGSA
ATL	MECKLENBURG CO. JAIL- NORTH- ATL	NC	Over 72	S	IGSA
ATL	STEWART DET. CTR.	GA	Over 72	S	IGSA*
ATL	WAKE COUNTY JAIL	NC	Under 72	S	IGSA
ATL	YORK CO. DET. CTR.	SC	Over 72	S	IGSA
BAL	CARROLL CO. DET. CTR. - BAL	MD	Over 72	S	IGSA
BAL	DORCHESTER DET. CTR. - BAL	MD	Over 72	S	IGSA
BAL	EASTERN SHORE REGIONAL JAIL	MD	Over 72	S	IGSA
BAL	FREDERICK CO	MD	Over 72	S	IGSA
BAL	HOWARD CO. DET. CTR. - BAL	MD	Over 72	S	IGSA
BAL	ST. MARY'S CO. DET. CTR. - BAL	MD	Over 72	S	IGSA
BAL	WORCESTER CO. DET. CTR. - BAL	MD	Over 72	S	IGSA
BAL	WICOMICO CO. DET. CTR. - BAL	MD	Over 72	S	IGSA
BOS	BARNSTABLE CO. HOUSE OF CORR.	MA	Over 72	S	IGSA
BOS	BRISTOL CO. JAIL - BOS	MA	Over 72	S	IGSA
BOS	CUMBERLAND CO. JAIL - BOS	ME	Over 72	S	IGSA
BOS	DONALD WYATT DET. CTR. - BOS	RI	Over 72	S	IGSA
BOS	ESSEX CO. HOUSE OF CORR.	MA	Over 72	S	IGSA
BOS	FRANKLIN CO. JAIL - (St. Albans)- BOS	VT	Over 72	S	IGSA
BOS	FRANKLIN COUNTY JAIL- BOS(House of Corrections)	MA	Over 72	S	IGSA
BOS	NORFOLK CO. HOUSE OF CORR.	MA	Over 72	S	IGSA
BOS	PISCATAQUIS CO. JAIL - BOS	ME	Under 72	S	IGSA
BOS	PLYMOUTH CO. HOUSE OF CORR. - BOS	MA	Over 72	S	IGSA
BOS	STRAFFORD CO	NH	Over 72	S	IGSA
BOS	SUFFOLK CO. - BOS	MA	Over 72	S	IGSA
BOS	VERMONT DEPT. OF CORR./NORTHERN STATE - BOS	VT	Over 72	S	IGSA

Field Office	Facility Name	State	Length of Stay	*Facilities	Type Agreement
BOS	VERMONT DEPT. OF CORR. (DALE WMN FAC.) - BOS	VT	Over 72	S	IGSA
BOS	YORK CORR. INSTITUTE- BOS	CT	Over 72	S	IGSA*
BUF	ALBANY COUNTY JAIL - BUF	NY	Over 72	S	IGSA
BUF	ALLEGANY CO. JAIL	NY	Over 72	S	IGSA
BUF	CATTARAUGUS CO. JAIL	NY	Over 72	S	IGSA
BUF	CHAUTAUQUA CO. JAIL - BUF	NY	Over 72	S	IGSA
BUF	CLINTON COUNTY JAIL - BUF	NY	Over 72	S	IGSA
BUF	GENESEE CO. JAIL - BUF	NY	Over 72	S	IGSA
BUF	MADISON CO. JAIL - BUF	NY	Over 72	S	IGSA
BUF	MONROE CO. JAIL - BUF	NY	Over 72	S	IGSA
BUF	NIAGARA CO. JAIL - BUF	NY	Over 72	S	IGSA
BUF	ONEIDA CO.	NY	Over 72	S	IGSA
BUF	ONONDAGA CO. JAIL - BUF	NY	Over 72	S	IGSA
BUF	ONTARIO CO. JAIL	NY	Over 72	S	IGSA
BUF	WASHINGTON CO. JAIL	NY	Over 72	S	IGSA
BUF	WAYNE CO. JAIL	NY	Over 72	S	IGSA
CHI	BOONE CO. CTR -CHI	KY	Over 72	S	IGSA
CHI	BUTLER CO. JAIL - CHI	KS	Over 72	S	IGSA
CHI	CALDWELL CO. DTE. CTR. - CHI	MO	Over 72	S	IGSA
CHI	CHASE CO. JAIL - CHI	KS	Over 72	S	IGSA
CHI	CHRISTIAN CO. JAIL (KAN) - CHI	MO	Over 72	S	IGSA
CHI	DODGE CO. DET. CTR. - CHI	WI	Over 72	S	IGSA
CHI	GRAYSON CO. DET. CTR (FEMALE FAC.) - CHI	KY	Under 72	S	IGSA
CHI	GRAYSON CO. DET. CTR (MALE FAC.) - CHI	KY	Under 72	S	IGSA
CHI	GREENE COUNTY JAIL - CHI	MO	Under 72	S	IGSA
CHI	KENOSHA CO. DET. CTR. (KCDC) - CHI	WI	Over 72	S	IGSA
CHI	KENOSHA CO. PRE-TRIAL FAC. - CHI	WI	Over 72	S	IGSA
CHI	LINCOLN CO. DET. CTR. - CHI	MO	Over 72	S	IGSA
CHI	MCHENRY CO. JAIL - CHI	IL	Over 72	S	IGSA
CHI	MISSISSIPPI CO. DET. CTR. - CHI	MO	Over 72	S	IGSA
CHI	MONTGOMERY CO. JAIL - CHI	MO	Over 72	S	IGSA
CHI	MORGAN CO. DET. CTR. - CHI	MO	Over 72	S	IGSA
CHI	RACINE COUNTY JAIL	WI	Over 72	S	IGSA
CHI	RICE CO. LAW ENFORCEMENT CTR. - CHI	KS	Over 72	S	IGSA
CHI	SALINE CO. JAIL	KS	Under 72	S	IGSA
CHI	SHAWNEE CO. DEPT. OF COR. - (KAN) - CHI	KS	Over 72	S	IGSA
CHI	TRI-COUNTY DET. CTR. - CHI	IL	Over 72	S	IGSA
DAL	BOWIE CO. JAIL	TX	Over 72	S	IGSA
DAL	DAVID L. MOSS - DAL	OK	Over 72	S	IGSA
DAL	GARVIN COUNTY DET. CTR. - DAL	OK	Over 72	S	IGSA
DAL	JOHNSON CO. LAW ENFORCEMENT CTR.	TX	Over 72	S	IGSA

Field Office	Facility Name	State	Length of Stay	*Facilities	Type Agreement
DAL	OKLAHOMA CO. DET. CTR. - DAL	OK	Over 72	S	IGSA*
DAL	RANDALL CO. JAIL-DAL	TX	Over 72	S	IGSA
DAL	ROLLING PLAINS REG. DET CTR. - DAL	TX	Over 72	S	IGSA
DAL	TAYLOR CO. - DAL	TX	Over 72	S	IGSA
DAL	TOM GREEN CO. JUSTICE CTR.	TX	Over 72	S	IGSA
DEN	DOUGLAS CO. DET CTR. - DEN	CO	Under 72	S	IGSA
DEN	EL PASO CO. JUSTICE CTR. - DEN	CO	Over 72	S	IGSA
DEN	FREMONT CO. JAIL - DEN	CO	Over 72	S	IGSA
DEN	JEFFERSON CO. DET. CTR.	CO	Over 72	S	IGSA*
DEN	MOFFAT CO. DET. CTR. - DEN	CO	Over 72	S	IGSA
DEN	PARK CO. JAIL - DEN	CO	Over 72	S	IGSA
DEN	SOUTHERN UTE DET. CTR. - DEN	WY	Under 72	S	IGSA
DEN	SWEETWATER CO.	WY	Over 72	S	IGSA
DEN	TELLER COUNTY JAIL	CO	Over 72	S	IGSA
DET	BEDFORD HEIGHTS CITY JAIL - DET	OH	Over 72	S	IGSA
DET	BUTLER CO. JAIL	OH	Over 72	S	IGSA
DET	CALHOUN CO. JAIL - DET	MI	Over 72	S	IGSA
DET	CHIPPEWA CO. CORR. FAC.	MI	Over 72	S	IGSA
DET	MACOMB CO. SHER. DEPT. - DET	MI	Over 72	S	IGSA
DET	MAHONING CO. JUSTICE CTR	OH	Over 72	S	IGSA
DET	MAPLE HEIGHTS CITY JAIL - DET	OH	Over 72	S	IGSA
DET	MONROE CO. JAIL (MAIN) - DET	MI	Over 72	S	IGSA
DET	MONROE CO. JAIL (DORMOTORY) - DET	MI	Over 72	S	IGSA
DET	SENECA CO. JAIL - DET	OH	Over 72	S	IGSA
DET	OLON CITY JAIL- DET	OH	Over 72	S	IGSA
DET	ST. CLAIR CO. DET. & INTERVENTION CTR.- DET	MI	Over 72	S	IGSA
DET	WAYNE CO. JAIL (WILLIAM DICKERSON FACILITY)	MI	Over 72	S	IGSA
ELP	OTERO COUNTY PROCESSING CENTER	NM	Over 72	S	IGSA
ELP	TORRANCE CO. DET. FAC. - ELP	NM	Over 72	S	IGSA
ELP	WEST TEXAS DET. CTR. - ELP	TX	Over 72	S	IGSA
HOU	JOE CORLEY DETENTION FACILITY	TX	Over 72	S	IGSA
HOU	POLK COUNTY ADULT DET. FAC.	TX	Over 72	S	IGSA
LOS	MIRA LOMA DET. CTR. - LOS	CA	Over 72	S	IGSA
LOS	SANTA ANA CITY JAIL - LOS	CA	Over 72	S	IGSA
MIA	COLLIER CO. SHERIFF OFC	FL	Over 72	S	IGSA
MIA	GLADES CO. DET. CTR	FL	Over 72	S	IGSA
MIA	GLADES COUNTY DETENTION CENTER / FEM	FL	Over 72	S	IGSA
MIA	HERNANDO CO. JAIL	FL	Over 72	S	IGSA
MIA	MONROE CO. JAIL - MIA	FL	Over 72	S	IGSA

Field Office	Facility Name	State	Length of Stay	*Facilities	Type Agreement
MIA	NASSAU CO. JAIL - MIA	FL	Under 72	S	IGSA
MIA	WAKULLA CO. SHERIFF'S OFFICE- MIA	FL	Over 72	S	IGSA
NEW	ESSEX/DELANEY HALL	NJ	Over 72	S	IGSA
NEW	HUDSON CO. JAIL - NEW	NJ	Over 72	S	IGSA
NEW	MIDDLESEX CO. JAIL - NEW	NJ	Over 72	S	IGSA
NOL	BLOUNT CO. JAIL - NOL	TN	Under 72	S	IGSA
NOL	DAVIDSON CO	TN	Over 72	S	IGSA*
NOL	ETOWAH CO. JAIL - NOL	AL	Over 72	S	IGSA
NOL	LASALLE DET. FAC.	LA	Over 72	S	IGSA*
NOL	ORLEANS PARISH PRISON	LA	Over 72	S	IGSA
NOL	ORLEANS PARISH PRISON/SOUTH WHITE	LA	Over 72	S	IGSA
NOL	PERRY CO. DET. CTR.	AL	Over 72	S	IGSA
NOL	SOUTH LOUISIANA CORR. CTR.	LA	Over 72	S	IGSA
NOL	TENISAS PARISH DET CTR. - NOL	LA	Over 72	S	IGSA
NOL	W. TENNESEE DET. FAC. - NOL	TN	Over 72	S	IGSA
NYC	BERGEN CO. JAIL - NYC	NJ	Over 72	S	IGSA
NYC	MONMOUTH CO. JAIL - NYC	NJ	Over 72	S	IGSA
NYC	ORANGE CO	NY	Over 72	S	IGSA
NYC	SUSSEX CO. JAIL (KEOGH) - NEW	NJ	Over 72	S	IGSA
PHI	ALLEGHENY CO. JAIL - PHI	PA	Over 72	S	IGSA
PHI	BERKS CO. PRISON - PHI	PA	Over 72	S	IGSA
PHI	CAMBRIA CO. PRISON - PHI	PA	Over 72	S	IGSA
PHI	CENTRAL REG. JAIL - PHI	WV	Over 72	S	IGSA
PHI	CLINTON CO. CORR. FAC. - PHI	PA	Over 72	S	IGSA
PHI	COLUMBIA COUNTY PRISON	PA	Over 72	S	IGSA
PHI	ERIE CO. PRISON - PHI	PA	Over 72	S	IGSA
PHI	LACKAWANNA CO. PRISON - PHI	PA	Over 72	S	IGSA
PHI	PIKE CO. COR. FAC. - PHI	PA	Over 72	S	IGSA
PHI	SOUTH CENTRAL REGIONAL JAIL- PHI	WV	Over 72	S	IGSA*
PHI	YORK CO. PRISON - PHI	PA	Over 72	S	IGSA
PHO	CENTRAL ARIZONA DET. CTR. - PHO	AZ	Over 72	S	IGSA*
PHO	ELOY DET. CTR.	AZ	Over 72	S	IGSA
PHO	FLORENCE (FCC)	AZ	Over 72	S	IGSA
PHO	LA PAZ CO. DET. FAC. - PHO	AZ	Over 72	S	IGSA
PHO	PINAL CO. JAIL	AZ	Over 72	S	IGSA
SEA	ANCHORAGE JAIL COMPLEX (EAST) - SEA	AK	Over 72	S	IGSA
SEA	COLUMBIA COUNTY JAIL - SEA	OR	Over 72	S	IGSA
SEA	FAIRBANKS CORR. CTR. - SEA	AK	Over 72	S	IGSA
SEA	HIGHLAND MOUNTAIN CORR. CTR.	AK	Over 72	S	IGSA

Field Office	Facility Name	State	Length of Stay	*Facilities	Type Agreement
SEA	JOSEPHINE CO. ADULT JAIL – SEA	OR	Over 72	S	IGSA
SEA	LANE CO. JAIL (POO) – SEA	OR	Over 72	S	IGSA
SEA	NORTHERN OREGON COR. FAC. (POO) – SEA	OR	Over 72	S	IGSA
SEA	UMATILLA COUNTY JAIL – SEA	OR	Over 72	S	IGSA
SFR	DEPARTMENT OF CORRECTIONS - SFR	GU	Over 72	S	IGSA
SFR	KERN CO. SHERIFF'S OFC.	CA	Over 72	S	IGSA
SFR	SACRAMENTO CO. JAIL - SFR	CA	Over 72	S	IGSA
SFR	SANTA CLARA MAIN JAIL - SFR	CA	Over 72	S	IGSA
SFR	YUBA CO. JAIL - SFR	CA	Over 72	S	IGSA
SLC	BANNOCK CO. JAIL - DEN	ID	Over 72	S	IGSA
SLC	CASCADE CO. REG. DET. CTR.	MT	Over 72	S	IGSA
SLC	DALE G. HAILE DET. (CANYON CO. JAIL)	ID	Over 72	S	IGSA
SLC	HILL CO. DET. FAC. - DEN	MT	Over 72	S	IGSA
SLC	JEFFERSON CO. JAIL - (ID	ID	Over 72	S	IGSA
SLC	MADISON CO. DET. CTR. – SLC	ID	Under 72	S	IGSA
SLC	MINI- CASSIA CRIM. JUS. CTR- SLC	ID	Over 72	S	IGSA
SLC	N. LAS VEGAS DET. CTR. - LOS	NV	Over 72	S	IGSA
SLC	PURGATORY COR. FAC. (WASHINGTON CO.) – SLC	UT	Under 72	S	IGSA
SLC	SUMMIT CO. JAIL - SFR	UT	Over 72	S	IGSA
SLC	TWIN FALLS CRIMINAL JUSTICE FAC.- DEN	ID	Over 72	S	IGSA*
SLC	UTAH CO. JAIL - SFR	UT	Over 72	S	IGSA
SLC	WASHOE CO. JAIL - SFR	NV	Over 72	S	IGSA
SLC	WEBER CO. JAIL FAC. - SFR	UT	Over 72	S	IGSA
SLC	YELLOWSTONE CO. DET. FAC (HEL) - DEN	MT	Over 72	S	IGSA*
SNA	BROOKS CO. DET. CTR - SNA	TX	Over 72	S	IGSA
SNA	CENTRAL TEXAS DET FAC - SNA	TX	Over 72	S	IGSA
SNA	COMAL CO. DET. CTR. – SNA	TX	Under 72	S	IGSA
SNA	FRIO CO. JAIL – SNA	TX	Over 72	S	IGSA
SNA	KARNES CO. CORR. CTR.-SNA	TX	Over 72	S	IGSA*
SNA	KINNEY CO. DET. CTR.	TX	Over 72	S	IGSA*
SNA	LA SALLE CO. REGIONAL	TX	Over 72	S	IGSA*
SNA	LAREDO. – SNA	TX	Over 72	S	IGSA
SNA	LIMESTONE CO. DET. CTR. - SNA	TX	Over 72	S	IGSA
SNA	MCLENNAN CO. JAIL - SNA	TX	Under 72	S	IGSA
SNA	WEBB CO.	TX	Over 72	S	IGSA
SNA	VAL VERDE CO. DET. CTR. - SND	TX	Over 72	S	IGSA
SNA	WILLACY CO. PROCESSING CTR.	TX	Over 72	S	IGSA
SNA	WILLACY CO. REG. DET. FACILITY - SNA	TX	Under 72	S	IGSA
SPM	CARVER CO. JAIL – SPM	MN	Over 72	S	IGSA
SPM	CASS CO. JAIL – SPM	NE	Over 72	S	IGSA

Field Office	Facility Name	State	Length of Stay	*Facilities	Type Agreement
SPM	DOUGLAS CO. JAIL - SPM	NE	Over 72	S	IGSA
SPM	GRAND FORKS CO. CORR. CTR. - SPM	ND	Over 72	S	IGSA*
SPM	HARDIN CO. COR. CTR. - SPM	IA	Over 72	S	IGSA*
SPM	LINN CO	IA	Over 72	S	IGSA
SPM	MINNEHAHA CO. JAIL - SPM	SD	Over 72	S	IGSA
SPM	NOBLES CO. JAIL - SPM	MN	Over 72	S	IGSA
SPM	PHELPS CO. JAIL - SPM	NE	Over 72	S	IGSA
SPM	POLK CO. JAIL - SPM	IA	Over 72	S	IGSA
SPM	POTTAWATTAMIE CO. JAIL - SPM	IA	Over 72	S	IGSA
SPM	RAMSEY ADULT DET. CTR. - SPM	MN	Over 72	S	IGSA*
SPM	SHERBURNE CO. JAIL - SPM	MN	Over 72	S	IGSA
SPM	WASHINGTON CO. JAIL - SPM	MN	Over 72	S	IGSA
WAS	ARLINGTON CO ADULT DET. FAC. - WAS	VA	Over 72	S	IGSA
WAS	HAMPTON ROADS REG. JAIL - WAS	VA	Over 72	S	IGSA
WAS	NORTHWESTERN REG. ADULT DET. CTR.	VA	Over 72	S	IGSA
WAS	PAMUNKEY REG. JAIL - WAS	VA	Over 72	S	IGSA
WAS	PIEDMONT REG. JAIL - WAS	VA	Over 72	S	IGSA
WAS	RAPPAHANNOCK REG. JAIL - WAS	VA	Over 72	S	IGSA
WAS	RIVERSIDE REG. JAIL - WAS	VA	Over 72	S	IGSA
WAS	VIRGINIA BEACH JAIL CORRECTIONAL CENTER	VA	Under 72	S	IGSA

* = May refuse pro bono service

Secondary Facilities = 214

Over 72 hours = 19

Under 72 hours = 195

Primary Facilities

January 7, 2009

Field Office	Facility Name	State	Length of Stay	Facilities/(Number of Phones)	Type Agreement
<i>BUF</i>	BUFFALO FED. DET. CTR. (BATAVIA)- BUF	NY	Over 72	P (76)	SPC
<i>DEN</i>	DENVER CONTRACR DETENTION FAC. - DEN	CO	Over 72	P (49)	CDF
<i>ELP</i>	EL PASO SERVICE PROC. CTR. - ELP	TX	Over 72	P (78)	SPC
<i>ELP</i>	OTERO CO. PRISON FACILITY- ELP	NM	Over 72	P(98)	IGSA
<i>HOU</i>	HOUSTON CONTRACT DET. FAC. - HOU	TX	Over 72	P (66)	CDF
<i>MIA</i>	AGUADILLA SERV. PROC. CTR - ATL	PR	Over 72	P*	SPC
<i>MIA</i>	BROWARD TRANSITIONAL CTR. - MIA	FL	Over 72	P*	CDF
<i>MIA</i>	KROME SERV. PROC. CTR. - MIA	FL	Over 72	P (100)	SPC
<i>NEW</i>	ELIZABETH COR. FAC. - NEW	NJ	Over 72	P (30)	CDF
<i>NYC</i>	VARICK SPC	NY	Over 72	P	SPC
<i>PHO</i>	FLORENCE SERV. PROC. CTR. - PHO	AZ	Over 72	P (48)	SPC
<i>SEA</i>	NORTHWEST DET. CTR. - SEA	WA	Over 72	P (51)	CDF
<i>SNA</i>	PORT ISABEL SER. PROC. CTR. - SNA	TX	Over 72	P (90)	SPC
<i>SNA</i>	SOUTH TEXAS DET. CTR.- SNA	TX	Over 72	P 102)	CDF
<i>SND</i>	EL CENTRO SER. PROC. CTR. - SND	CA	Over 72	P (144)	SPC
<i>SND</i>	SAN DIEGO COR FAC. - SND	CA	Over 72	P (226)	CDF

* = No hardware currently installed. Only Pro bono provided.

HSCEDM-09-C-00009

Attachment D

**ICE/DRO DETENTION STANDARD
TELEPHONE ACCESS**

PURPOSE AND SCOPE. This Detention Standard ensures that detainees may maintain ties with their families and others in the community, legal representatives, consulates, courts, and government agencies by providing them reasonable and equitable access to telephone services.

It applies to the following types of facilities housing ICE/DRO detainees:

- Service Processing Centers (SPCs);
- Contract Detention Facilities (CDFs); and
- State or local government facilities used by DRO through Intergovernmental Service Agreements (IGSAs) to hold detainees for more than 72 hours.

Procedures in italics are specifically required for SPCs and CDFs. IGSAs must conform to these procedures or adopt, adapt or establish alternatives, provided they meet or exceed the intent represented by these procedures.

Some terms used in this document may be defined in the separate **Definitions** Standard.

EXPECTED OUTCOMES. The expected outcomes of this Detention Standard are:

Detainees will have reasonable and equitable access to reasonably priced telephone services.

- Detainees with hearing or speech disabilities will have reasonable accommodations to allow for appropriate telephone services.
- Detainees in Special Management Units will have access to telephones, commensurate with facility security and good order.
- Detainees will be able to make free calls to the ICE/DRO-provided list of free legal service providers for the purpose of obtaining initial legal representation, to consular officials and to the DHS Office of Inspector General.
- Telephone access procedures will foster legal access.
- Telephones will be maintained in proper working order.
- The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner which the detainee can understand.

DIRECTIVES AFFECTED. This Detention Standard replaces **Telephone Access** dated 9/20/2000.

REFERENCES

American Correctional Association 4th Edition, Standards for Adult Detention Facilities: 4-ALDF-2A-65, 2A-66, 5B-11, 5B-12, 6a-02, 6A-09.

ICE/DRO Detention Standard on **Staff-Detainee Communication**, in regard to monitoring and documenting telephone serviceability.

EXPECTED PRACTICES

Telephones and Telephone Services

Number

To ensure sufficient access, each facility shall provide at least one operable telephone for every 25 detainees.

In SPCs and CDFs, telephones shall permit outgoing calls only.

Costs

Generally, detainees or the persons they call are responsible for the costs of telephone calls; however, there are exceptions as required below.

Each facility shall ensure that detainees have access to reasonably priced telephone services. Contracts for such services shall comply with all applicable state and federal regulations and be based on rates and surcharges commensurate with those charged to the general public. Any variations shall reflect actual costs associated with the provision of services in a detention setting. Contracts shall also provide the broadest range of calling options including, but not limited to, international calling, calling cards, and collect telephone calls, determined by the facility administrator to be consistent with the requirements of sound detention facility management.

3. Maintenance

Each facility shall maintain detainee telephones in proper working order. Designated facility staff shall inspect the telephones daily, promptly report out-of-order telephones to the repair service and ensure that required repairs are completed quickly. This information will be logged.

ICE/DRO Headquarters will maintain and provide Field Offices a list of telephone numbers for current free legal service providers, consulates and OIG, as determined by ICE. All Field Offices are responsible for ensuring all facilities which house ICE detainees under their jurisdiction, including IGSA's, are provided with updated *pro bono* information.

4. Monitoring Detainee Telephone Services

a) Facility Staff Requirements

Facility staff is responsible for ensuring on a daily basis that telephone systems are operational. Ensuring there is a dial tone is only part of what is required: when testing equipment, the officers must be able to demonstrate that an individual has the ability to make calls using the free call platform. Any problems identified must immediately be logged and reported to the appropriate facility and ICE staff personnel.

b) ICE Field Office Staff Requirements

In accordance with the Detention Standard on **Staff-Detainee Communication**, designated ICE field office staff members are required to verify the serviceability of all telephones at least weekly. Therefore, Field Office Directors shall ensure that all phones for detainee use

are tested at least weekly by visiting ICE staff. To verify the serviceability of all telephones in detainee housing units, ICE/DRO staff shall:

- Make random calls to test pre-programmed numbers for the OIG, free legal service providers, consulates, attorneys, and other numbers as determined by ICE/DRO;
- Interview a sampling of detainees regarding telephone services, and
- Review written detainee complaints regarding telephone services.

Weekly accuracy checks of consulate phone numbers will be performed by the national phone service provider.

Staff shall report any telephone serviceability problem within 24 hours to the appropriate ICE point of contact.

Staff shall document each serviceability test on a form that has been provided by DRO, and each field office shall maintain those forms, organized by month, for three years. The form will record, at a minimum, any problems or irregularities detected in the system and the action taken to remedy those issues. The Detention Standards Compliance Unit shall conduct random audits of field office compliance. The national phone service provider and/or ICE shall update the free telephone number list as needed

Monitoring of Detainee Telephone Calls

Each facility shall have a written policy on the monitoring of detainee telephone calls. If telephone calls are monitored, the facility shall:

- Include a recorded message on its phone system stating that all telephone calls are subject to monitoring;
- Notify detainees in the Detainee Handbook or equivalent provided upon admission;
- At each monitored telephone, place a notice that states:
 - That detainee calls are subject to monitoring; and
 - The procedure for obtaining an unmonitored call to a court, a legal representative, or for the purposes of obtaining legal representation.
 - The notice will be in English, Spanish, and next most prevalent language at the facility

A detainee's call to a court, a legal representative, OIG, or CRCL, or for the purposes of obtaining legal representation, may not be electronically monitored without a court order.

Detainee Notification

Each facility shall provide telephone access rules in writing to each detainee upon admission, and also shall post these rules where detainees may easily see them in a language they can understand. Updated telephone and consulate lists shall be posted in the detainee housing units. Translation and interpretation services shall be provided as needed.

Detainee Access

Each facility administrator shall establish and oversee rules and procedures that provide detainees reasonable and equitable access to telephones during established facility "waking

hours" (excluding the hours between lights-out and the morning resumption of scheduled activities). Telephones shall be located in parts of the facility that are accessible by detainees. Ordinarily, a facility may restrict the number and duration of general telephone calls only for the following reasons:

Availability. When required by the volume of detainee telephone demand, rules and procedures may include, but are not limited to, reasonable limitations on the duration and the number of calls per detainee, the use of predetermined time-blocks and advance sign-up.

Orderly Facility Operations. Counts, meals, scheduled detainee movements, court schedules, etc.

Emergencies. Escapes, escape attempts, disturbances, fires, power outages, etc. Telephone privileges may be suspended entirely during an emergency, but only with the authorization of the facility administrator or designee and only for the briefest period necessary under the circumstances.

Direct or Free Calls

Even if telephone service is generally limited to collect calls, each facility shall permit detainees to make direct or free calls to the offices and individuals listed below. The Field Office Director (FOD) will ensure that all information is kept current and provided to each facility. Updated lists need to be posted in the detainee housing units. A facility may place reasonable restrictions on the hours, frequency and duration of such direct and/or free calls, but may not limit a detainee's attempt to obtain legal representation.

- The local immigration court and the Board of Immigration Appeals,
- Federal and State courts where the detainee is or may become involved in a legal proceeding,
- Consular officials,
- Office of the Inspector General of the U.S. Department of Homeland Security at (800) 323-8603,
- Legal representatives, to obtain legal representation, or for consultation when subject to expedited removal. (When a detainee is under an expedited removal order, the ability to contact *pro bono* legal representatives shall not be restricted.)
- Legal service providers or organizations listed on the ICE/DRO free legal service provider list,
- United Nations High Commissioner for Refugees (UNHCR) at 1-888-272-1913 (accepting calls from asylum-seekers and stateless individuals).
- A government office to obtain documents relevant to his/her immigration case.
- Immediate family or others for detainees in personal or family emergencies or who otherwise demonstrate a compelling need (to be interpreted liberally).

Request Forms

If detainees are required to complete request forms to make direct or free calls, facility staff must assist them as needed, especially illiterate or non-English speaking detainees. The

detainees should also be permitted to seek assistance from their legal representatives, family, or other detainees. Free and direct calls must be easily accessible.

Time Requirements

Staff shall allow detainees to make such calls as soon as possible after the requests, factoring in the urgency stated by the detainee. Access shall always be granted within 24 hours of the request, but, ordinarily, within eight facility-established "waking hours." Staff must document and report to ICE/DRO any incident of delay beyond eight "waking hours."

Indigent Detainees

A facility may not require indigent detainees to pay for the types of calls listed in this section and indigent detainees are afforded the same telephone access and privileges as detainees in the general population. Each facility shall enable all detainees to make calls to the ICE/DRO-provided list of free legal service providers and consulates at no charge to the detainee or the receiving party. The indigent detainee may request a call to immediate family or others in personal or family emergencies or for a compelling need (to be interpreted liberally). Ordinarily, a detainee is considered "indigent" if he or she has less than \$15.00 in his or her account. A facility shall make a timely effort to determine indigence.

Phone System Limitations

If the limitations of an existing phone system preclude meeting these requirements, the facility administrator must notify ICE/DRO, so that a means of telephone access can be provided (for example, cell phones into which facility staff can pre-program authorized numbers in the above categories with all other numbers blocked). Such phones shall be maintained by on-site ICE/DRO liaison officers or local officials and must be provided in an environment that meets privacy standards.

In SPCs and CDFs, ICE/DRO requires its telephone service providers to program the telephone system to permit detainees free calls to numbers on the official *pro bono* legal representation list and to consulates, and to permit detainees to make direct calls by use of debit cards. IGSA facilities should adopt similar procedures.

Legal Calls

Restrictions

A facility may neither restrict the number of calls a detainee places to his/her legal representatives nor limit the duration of such calls by rule or automatic cut-off, unless necessary for security purposes or to maintain orderly and fair access to telephones. If time limits are necessary for such calls, they shall be no shorter than 20 minutes, and the detainee shall be allowed to continue the call at the first available opportunity if desired.

A facility may place reasonable restrictions on the hours, frequency and duration of such direct and/or free calls, but may not otherwise limit a detainee's attempt to obtain legal representation.

Privacy

For detainee telephone calls regarding legal matters, each facility shall ensure privacy by providing a reasonable number of telephones on which detainees can make such calls

without being overheard by staff or other detainees. Absent a court order, staff may not electronically monitor those calls.

The facility shall inform detainees to contact an officer if they have difficulty making a confidential call relating to a legal proceeding. If notified of such a difficulty, the officer shall take measures to ensure that the call can be made confidentially.

Privacy may be provided in a number of ways, including:

- Telephones with privacy panels (side partitions) that extend at least 18 inches to prevent conversations from being overheard;
- Telephones placed where conversations may not be readily overheard by others or
- Office telephones on which detainees may be permitted to make such calls.

Telephone Access for Detainees Who Are Deaf or Hard of Hearing

The facility shall provide a TTY device or Accessible Telephone (telephones equipped with volume control and telephones that are hearing-aid compatible for detainees who are deaf or hard of hearing). Detainees who are hard of hearing will be provided access to the TTY on the same terms as hearing detainees. Except to the extent that there are time limitations, detainees using the TTY will have additional time consistent with the order and safety of the facility.

If an Accessible Telephone or TTY is not available in the same location as telephones used by other detainees, detainees will be allotted additional time to walk to and from the Accessible Telephone or TTY location. Consistent with the order and safety of the facility, the facility shall ensure that the privacy of telephone calls by detainees using Accessible Telephones or TTY is the same as other detainees using telephones.

Consistent with the order and safety of the facility, the facility may allow for use of other equipment such as video relay and video phones for detainees who are deaf or hard of hearing. Accommodations shall also be made for detainees with speech disabilities.

Telephone Privileges in Special Management Units

While there are differences in telephone access in SMUs, depending on whether a detainee is in Administrative Segregation or Disciplinary Segregation, in general a detainee in either status may be reasonably restricted from using or having access to a phone if that access is used for criminal purposes or would endanger any person or if the detainee damages the equipment provided or for security reasons. In such instances, staff must clearly document why such restrictions are necessary to preserve the safety, security, and good order of the facility. Any denial of telephone access will be documented in the appropriate SMU log.

1. Administrative Segregation

Generally, detainees in administrative segregation should receive the same privileges that are available to detainees in the general population, subject to any safety and security considerations that may exist. This requirement applies to a detainee in Administrative Segregation pending a hearing because he or she has been charged with a rule violation, as well as a detainee in Administrative Segregation for other than disciplinary reasons, such as protective custody or suicide risk.

2. Disciplinary Segregation

Detainees in Disciplinary Segregation may be restricted from using telephones to make general calls as part of the disciplinary process. Even in Disciplinary Segregation, however, detainees

shall have some access for special purposes. Ordinarily, staff shall permit detainees in Disciplinary Segregation to make direct and/or free and legal calls as previously described in paragraphs E and F, except for **compelling and documented** reasons of safety, security and good order.

Inter-facility Telephone Calls

Upon a detainee's request, facility staff shall make special arrangements to permit the detainee to speak by telephone with an immediate family member detained in another facility.

Immediate family members include spouses, common-law spouses, parents, stepparents, foster parents, brothers, sisters, and natural or adopted children, or stepchildren.

Reasonable limitations may be placed on the frequency and duration of such calls.

Facility staff shall liberally grant such requests to discuss legal matters and shall afford the detainee privacy to the extent practicable, while maintaining adequate security.

Incoming Calls

The facility shall take and deliver telephone messages to detainees as promptly as possible.

When facility staff receive an emergency telephone call for a detainee, the caller's name and telephone number will be obtained and given to the detainee as soon as possible. The detainee shall be permitted to return the emergency call as soon as reasonably possible within the constraints of security and safety. The facility shall enable indigent detainees to make a free return emergency call.

In SPCs/CDFs, messages shall be delivered to detainees no less than three times a day.

Standard Approved:


(digital signature)

SEP 12 2008

James T. Hayes, Jr
Acting Director
Office of Detention and Removal Operations

Date