

2. CONTRACT (Proc. Inst. Ident.) NO. HSCEOP-07-D-00006 3. EFFECTIVE DATE See Block 20C 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY CODE ICE/CR/COMPLIANCE 8. ADMINISTERED BY (If other than Item 5) CODE ICE/CR/COMPLIANCE  
 ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536  
 ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Patryk Drozd Washington DC 20536

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) 8. DELIVERY  FOB ORIGIN  OTHER (See below)  
 G4S GOVERNMENT SERVICES 30201 AVENTURA RANCHO SANTA MARGARITA CA 926882049 9. DISCOUNT FOR PROMPT PAYMENT Net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

11. SHIP TO/MARK FOR CODE FACILITY CODE 12. PAYMENT WILL BE MADE BY CODE  
 U.S. DEPT. OF HOMELAND SECURITY U.S. IMMIG. AND CUSTOMS ENFORCEMENT OFFICE OF DETENTION AND REMOVAL 801 I STREET, N.W., SUITE 800 WASHINGTON DC 20536

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304 (c) ( )  41 U.S.C. 253 (c) ( ) 14. ACCOUNTING AND APPROPRIATION DATA See Schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$0.00

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE  
 17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise above and on any continuation sheets for the consideration stated herein. The rights obligations of the parties to this contract shall be subject to and governed by the documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)  
 18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) 20A. NAME OF CONTRACTING OFFICER Robert Romano  
 19B. NAME OF CONTRACTOR 19C. DATE SIGNED 20B. UNITED STATES OF AMERICA 20C. DATE SIGNED 9/25/07  
 BY (Signature of person authorized to sign) BY (Signature of the Contracting Officer)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEOP-07-D-00006

PAGE OF  
2 71

NAME OF OFFEROR OR CONTRACTOR  
G4S GOVERNMENT SERVICES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 33-0983972 DUNS Number: 968689901 FOB: Destination Period of Performance: 09/25/2007 to 09/24/2008				
0001	Enhanced Supervision/Reporting Program (ESR) Services. For the base year: 09/25/2007 - 09/24/2008. This includes CLINs 0001A - 0027F as defined in section B-2.				0.00
1000	OPTION YEAR 1 Enhanced Supervision/Reporting Program (ESR) Services. This includes CLINs 1001A - 1027F as defined in section B-2.  Period of Performance: 09/25/2008 - 09/24/2009 Amount: \$0.00 (Option Line Item)				0.00
2000	OPTION YEAR 2 Enhanced Supervision/Reporting Program (ESR) Services. This includes CLINs 2001A - 2027F as defined in section B-2.  Period of Performance: 09/25/2009 - 09/24/2010 Amount: \$0.00 (Option Line Item)  The total amount of award: \$0.00. The obligation for this award is shown in box 15G.				0.00

TABLE OF CONTENTS

Supplies or Services/Prices.....	2
B-1 Items to be Acquired.....	2
B-2 Fixed Rates for Services – Indefinite Delivery / Indefinite Quantity Contract.....	2
Description/Specifications.....	8
Deliveries or Performance.....	8
<b>F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....</b>	<b>52</b>
<b>F.2 Term of Contract.....</b>	<b>52</b>
<b>F.3 Principal Place of Performance.....</b>	<b>52</b>
Contract Administration Data.....	53
Contract Clauses.....	54
I-46 Integrity of Unit Prices. (OCT 1997) 52.215-14.....	55
I-47 Ordering. (OCT 1995) 52.216-18.....	56
I-48 Order Limitations. (OCT 1995) 52.216-19.....	56
I-49 Indefinite Quantity. (OCT 1995) 52.216-22.....	57
I-50 Rights in Data - General. (JUN 1987) 52.227-14.....	57
I-51 Security requirements for unclassified information technology resources. (JUN 2006) 3052.204-70.....	61
I-52 Contractor employee access. (JUN 2006) 3052.204-71.....	62
I-53 Prohibition on contracts with corporate expatriates. (JUN 2006) 3052.209-70.....	63
I-54 Organizational conflict of interest. (JUN 2006) 3052.209-72.....	65
I-55 Key personnel or facilities. (DEC 2003) 3052.215-70.....	66
I-56 Performance evaluation plan. (DEC 2003) 3052.216-72.....	67
I-57 Small business subcontracting plan reporting. (JUN 2006) 3052.219-70.....	67
I-58 Dissemination of contract information. (DEC 2003) 3052.242-71.....	67
I-59 Contracting officer's technical representative. (DEC 2003) 3052.242-72.....	67
I-60 Organizational conflicts of interest 3052.209-72.....	68
I-61 Information Technology Systems Access for Contractors 3052.237-71.....	69
I-62 Qualifications of Contractor Employees 3052.237-70.....	71

**Supplies or Services/Prices**

**B-1 Items to be Acquired**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the following items of work:

PERFORMANCE WORK STATEMENT IS ATTACHED AND LISTED IN  
C-1: Performance Work Statement

**B-2 Fixed Rates for Services – Indefinite Delivery / Indefinite Quantity Contract**

The following Contract Line Items (CLINs) shall apply for payment purposes for the duration of the contract.

Table 1 - - CLINs by location

Line Item Number	ESR Supervision Services - Atlanta	Base Year	Option Year 1	Option Year 2
		(0001)	(1001)	(2001)
		09/25/07-09/24/08	09/25/08-09/24/09	09/25/09-09/24/10
0001A, 1001A, 2001A	ESR Case Management & Supervision	■	■	■
0001B, 1001B, 2001B	Telephonic Reporting	■	■	■
0001C, 1001C, 2001C	Radio Frequency	■	■	■
0001D, 1001D, 2001D	Cellular Electronic Monitoring	■	■	■
0001E, 1001E, 2001E	Passive GPS Monitoring	■	■	■
0001F, 1001F, 2001F	Active GPS Monitoring	■	■	■

Line Item Number	ESR Supervision Services - Baltimore	Base Year	Option Year 1	Option Year 2
		(0002)	(1002)	(2002)
		09/25/07-09/24/08	09/25/08-09/24/09	09/25/09-09/24/10
0002A, 1002A, 2002A	ESR Case Management & Supervision	■	■	■
0002B, 1002B, 2002B	Telephonic Reporting	■	■	■
0002C, 1002C, 2002C	Radio Frequency	■	■	■
0002D, 1002D, 2002D	Cellular Electronic Monitoring	■	■	■
0002E, 1002E, 2002E	Passive GPS Monitoring	■	■	■
0002F, 1002F, 2002F	Active GPS Monitoring	■	■	■

Line Item Number	ESR Supervision Services - Boston	Base Year	Option Year 1	Option Year 2
		(0003)	(1003)	(2003)
		09/25/07-09/24/08	09/25/08-09/24/09	09/25/09-09/24/10
0003A, 1003A, 2003A	ESR Case Management & Supervision	■	■	■
0003B, 1003B, 2003B	Telephonic Reporting	■	■	■
0003C, 1003C, 2003C	Radio Frequency	■	■	■
0003D, 1003D, 2003D	Cellular Electronic Monitoring	■	■	■
0003E, 1003E, 2003E	Passive GPS Monitoring	■	■	■
0003F, 1003F, 2003F	Active GPS Monitoring	■	■	■

Line Item Number	ESR Supervision Services - Buffalo	Base Year	Option Year 1	Option Year 2
		(0004) 09/25/07-09/24/08	(1004) 09/25/08-09/24/09	(2004) 09/25/09-09/24/10
0004A, 1004A, 2004A	ESR Case Management & Supervision			
0004B, 1004B, 2004B	Telephonic Reporting			
0004C, 1004C, 2004C	Radio Frequency			
0004D, 1004D, 2004D	Cellular Electronic Monitoring			
0004E, 1004E, 2004E	Passive GPS Monitoring			
0004F, 1004F, 2004F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services - Charlotte	Base Year	Option Year 1	Option Year 2
		(0005) 09/25/07-09/24/08	(1005) 09/25/08-09/24/09	(2005) 09/25/09-09/24/10
0005A, 1005A, 2005A	ESR Case Management & Supervision			
0005B, 1005B, 2005B	Telephonic Reporting			
0005C, 1005C, 2005C	Radio Frequency			
0005D, 1005D, 2005D	Cellular Electronic Monitoring			
0005E, 1005E, 2005E	Passive GPS Monitoring			
0005F, 1005F, 2005F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services - Chicago	Base Year	Option Year 1	Option Year 2
		(0006) 09/25/07-09/24/08	(1006) 09/25/08-09/24/09	(2006) 09/25/09-09/24/10
0006A, 1006A, 2006A	ESR Case Management & Supervision			
0006B, 1006B, 2006B	Telephonic Reporting			
0006C, 1006C, 2006C	Radio Frequency			
0006D, 1006D, 2006D	Cellular Electronic Monitoring			
0006E, 1006E, 2006E	Passive GPS Monitoring			
0006F, 1006F, 2006F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services - Dallas	Base Year	Option Year 1	Option Year 2
		(0007) 09/25/07-09/24/08	(1007) 09/25/08-09/24/09	(2007) 09/25/09-09/24/10
0007A, 1007A, 2007A	ESR Case Management & Supervision			
0007B, 1007B, 2007B	Telephonic Reporting			
0007C, 1007C, 2007C	Radio Frequency			
0007D, 1007D, 2007D	Cellular Electronic Monitoring			
0007E, 1007E, 2007E	Passive GPS Monitoring			
0007F, 1007F, 2007F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services - Denver	Base Year	Option Year 1	Option Year 2
		(0008) 09/25/07-09/24/08	(1008) 09/25/08-09/24/09	(2008) 09/25/09-09/24/10
0008A, 1008A, 2008A	ESR Case Management & Supervision			
0008B, 1008B, 2008B	Telephonic Reporting			
0008C, 1008C, 2008C	Radio Frequency			
0008D, 1008D, 2008D	Cellular Electronic Monitoring			
0008E, 1008E, 2008E	Passive GPS Monitoring			
0008F, 1008F, 2008F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services - Detroit	Base Year (0009) 09/25/07-09/24/08	Option Year 1 (1009) 09/25/08-09/24/09	Option Year 2 (2009) 09/25/09-09/24/10
0009A, 1009A, 2009A	ESR Case Management & Supervision			
0009B, 1009B, 2009B	Telephonic Reporting			
0009C, 1009C, 2009C	Radio Frequency			
0009D, 1009D, 2009D	Cellular Electronic Monitoring			
0009E, 1009E, 2009E	Passive GPS Monitoring			
0009F, 1009F, 2009F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services - El Paso	Base Year (0010) 09/25/07-09/24/08	Option Year 1 (1010) 09/25/08-09/24/09	Option Year 2 (2010) 09/25/09-09/24/10
0010A, 1010A, 2010A	ESR Case Management & Supervision			
0010B, 1010B, 2010B	Telephonic Reporting			
0010C, 1010C, 2010C	Radio Frequency			
0010D, 1010D, 2010D	Cellular Electronic Monitoring			
0010E, 1010E, 2010E	Passive GPS Monitoring			
0010F, 1010F, 2010F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services - Hartford	Base Year (0011) 09/25/07-09/24/08	Option Year 1 (1011) 09/25/08-09/24/09	Option Year 2 (2011) 09/25/09-09/24/10
0011A, 1011A, 2011A	ESR Case Management & Supervision			
0011B, 1011B, 2011B	Telephonic Reporting			
0011C, 1011C, 2011C	Radio Frequency			
0011D, 1011D, 2011D	Cellular Electronic Monitoring			
0011E, 1011E, 2011E	Passive GPS Monitoring			
0011F, 1011F, 2011F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services - Houston	Base Year (0012) 09/25/07-09/24/08	Option Year 1 (1012) 09/25/08-09/24/09	Option Year 2 (2012) 09/25/09-09/24/10
0012A, 1012A, 2012A	ESR Case Management & Supervision			
0012B, 1012B, 2012B	Telephonic Reporting			
0012C, 1012C, 2012C	Radio Frequency			
0012D, 1012D, 2012D	Cellular Electronic Monitoring			
0012E, 1012E, 2012E	Passive GPS Monitoring			
0012F, 1012F, 2012F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services - Los Angeles	Base Year (0013) 09/25/07-09/24/08	Option Year 1 (1013) 09/25/08-09/24/09	Option Year 2 (2013) 09/25/09-09/24/10
0013A, 1013A, 2013A	ESR Case Management & Supervision			
0013B, 1013B, 2013B	Telephonic Reporting			
0013C, 1013C, 2013C	Radio Frequency			
0013D, 1013D, 2013D	Cellular Electronic Monitoring			
0013E, 1013E, 2013E	Passive GPS Monitoring			
0013F, 1013F, 2013F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services - Miami	Base Year (0014) 09/25/07-09/24/08	Option Year 1 (1014) 09/25/08-09/24/09	Option Year 2 (2014) 09/25/09-09/24/10
0014A, 1014A, 2014A	ESR Case Management & Supervision			
0014B, 1014B, 2014B	Telephonic Reporting			
0014C, 1014C, 2014C	Radio Frequency			
0014D, 1014D, 2014D	Cellular Electronic Monitoring			
0014E, 1014E, 2014E	Passive GPS Monitoring			
0014F, 1014F, 2014F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services - Newark	Base Year (0015) 09/25/07-09/24/08	Option Year 1 (1015) 09/25/08-09/24/09	Option Year 2 (2015) 09/25/09-09/24/10
0015A, 1015A, 2015A	ESR Case Management & Supervision			
0015B, 1015B, 2015B	Telephonic Reporting			
0015C, 1015C, 2015C	Radio Frequency			
0015D, 1015D, 2015D	Cellular Electronic Monitoring			
0015E, 1015E, 2015E	Passive GPS Monitoring			
0015F, 1015F, 2015F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services - New Orleans	Base Year (0016) 09/25/07-09/24/08	Option Year 1 (1016) 09/25/08-09/24/09	Option Year 2 (2016) 09/25/09-09/24/10
0016A, 1016A, 2016A	ESR Case Management & Supervision			
0016B, 1016B, 2016B	Telephonic Reporting			
0016C, 1016C, 2016C	Radio Frequency			
0016D, 1016D, 2016D	Cellular Electronic Monitoring			
0016E, 1016E, 2016E	Passive GPS Monitoring			
0016F, 1016F, 2016F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services - New York	Base Year (0017) 09/25/07-09/24/08	Option Year 1 (1017) 09/25/08-09/24/09	Option Year 2 (2017) 09/25/09-09/24/10
0017A, 1017A, 2017A	ESR Case Management & Supervision			
0017B, 1017B, 2017B	Telephonic Reporting			
0017C, 1017C, 2017C	Radio Frequency			
0017D, 1017D, 2017D	Cellular Electronic Monitoring			
0017E, 1017E, 2017E	Passive GPS Monitoring			
0017F, 1017F, 2017F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services - Orlando	Base Year (0018) 09/25/07-09/24/08	Option Year 1 (1018) 09/25/08-09/24/09	Option Year 2 (2018) 09/25/09-09/24/10
0018A, 1018A, 2018A	ESR Case Management & Supervision			
0018B, 1018B, 2018B	Telephonic Reporting			
0018C, 1018C, 2018C	Radio Frequency			
0018D, 1018D, 2018D	Cellular Electronic Monitoring			
0018E, 1018E, 2018E	Passive GPS Monitoring			
0018F, 1018F, 2018F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services – Philadelphia	Base Year (0019) 09/25/07-09/24/08	Option Year 1 (1019) 09/25/08-09/24/09	Option Year 2 (2019) 09/25/09-09/24/10
0019A, 1019A, 2019A	ESR Case Management & Supervision			
0019B, 1019B, 2019B	Telephonic Reporting			
0019C, 1019C, 2019C	Radio Frequency			
0019D, 1019D, 2019D	Cellular Electronic Monitoring			
0019E, 1019E, 2019E	Passive GPS Monitoring			
0019F, 1019F, 2019F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services – Phoenix	Base Year (0020) 09/25/07-09/24/08	Option Year 1 (1020) 09/25/08-09/24/09	Option Year 2 (2020) 09/25/09-09/24/10
0020A, 1020A, 2020A	ESR Case Management & Supervision			
0020B, 1020B, 2020B	Telephonic Reporting			
0020C, 1020C, 2020C	Radio Frequency			
0020D, 1020D, 2020D	Cellular Electronic Monitoring			
0020E, 1020E, 2020E	Passive GPS Monitoring			
0020F, 1020F, 2020F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services – San Paul	Base Year (0021) 09/25/07-09/24/08	Option Year 1 (1021) 09/25/08-09/24/09	Option Year 2 (2021) 09/25/09-09/24/10
0021A, 1021A, 2021A	ESR Case Management & Supervision			
0021B, 1021B, 2021B	Telephonic Reporting			
0021C, 1021C, 2021C	Radio Frequency			
0021D, 1021D, 2021D	Cellular Electronic Monitoring			
0021E, 1021E, 2021E	Passive GPS Monitoring			
0021F, 1021F, 2021F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services – Salt Lake City	Base Year (0022) 09/25/07-09/24/08	Option Year 1 (1022) 09/25/08-09/24/09	Option Year 2 (2022) 09/25/09-09/24/10
0022A, 1022A, 2022A	ESR Case Management & Supervision			
0022B, 1022B, 2022B	Telephonic Reporting			
0022C, 1022C, 2022C	Radio Frequency			
0022D, 1022D, 2022D	Cellular Electronic Monitoring			
0022E, 1022E, 2022E	Passive GPS Monitoring			
0022F, 1022F, 2022F	Active GPS Monitoring			

Line Item Number	ESR Supervision Services – San Antonio	Base Year (0023) 09/25/07-09/24/08	Option Year 1 (1023) 09/25/08-09/24/09	Option Year 2 (2023) 09/25/09-09/24/10
0023A, 1023A, 2023A	ESR Case Management & Supervision			
0023B, 1023B, 2023B	Telephonic Reporting			
0023C, 1023C, 2023C	Radio Frequency			
0023D, 1023D, 2023D	Cellular Electronic Monitoring			
0023E, 1023E, 2023E	Passive GPS Monitoring			
0023F, 1023F, 2023F	Active GPS Monitoring			



Line Item Number	ESR Supervision Services – San Diego	Base Year (0024) 09/25/07-09/24/08	Option Year 1 (1024) 09/25/08-09/24/09	Option Year 2 (2024) 09/25/09-09/24/10
0024A, 1024A, 2024A	ESR Case Management & Supervision	█	█	█
0024B, 1024B, 2024B	Telephonic Reporting	█	█	█
0024C, 1024C, 2024C	Radio Frequency	█	█	█
0024D, 1024D, 2024D	Cellular Electronic Monitoring	█	█	█
0024E, 1024E, 2024E	Passive GPS Monitoring	█	█	█
0024F, 1024F, 2024F	Active GPS Monitoring	█	█	█

Line Item Number	ESR Supervision Services – San Francisco	Base Year (0025) 09/25/07-09/24/08	Option Year 1 (1025) 09/25/08-09/24/09	Option Year 2 (2025) 09/25/09-09/24/10
0025A, 1025A, 2025A	ESR Case Management & Supervision	█	█	█
0025B, 1025B, 2025B	Telephonic Reporting	█	█	█
0025C, 1025C, 2025C	Radio Frequency	█	█	█
0025D, 1025D, 2025D	Cellular Electronic Monitoring	█	█	█
0025E, 1025E, 2025E	Passive GPS Monitoring	█	█	█
0025F, 1025F, 2025F	Active GPS Monitoring	█	█	█

Line Item Number	ESR Supervision Services – Seattle	Base Year (0026) 09/25/07-09/24/08	Option Year 1 (1026) 09/25/08-09/24/09	Option Year 2 (2026) 09/25/09-09/24/10
0026A, 1026A, 2026A	ESR Case Management & Supervision	█	█	█
0026B, 1026B, 2026B	Telephonic Reporting	█	█	█
0026C, 1026C, 2026C	Radio Frequency	█	█	█
0026D, 1026D, 2026D	Cellular Electronic Monitoring	█	█	█
0026E, 1026E, 2026E	Passive GPS Monitoring	█	█	█
0026F, 1026F, 2026F	Active GPS Monitoring	█	█	█

Line Item Number	ESR Supervision Services – Washington, DC (Fairfax VA)	Base Year (0027) 09/25/07-09/24/08	Option Year 1 (1027) 09/25/08-09/24/09	Option Year 2 (2027) 09/25/09-09/24/10
0027A, 1027A, 2027A	ESR Case Management & Supervision	█	█	█
0027B, 1027B, 2027B	Telephonic Reporting	█	█	█
0027C, 1027C, 2027C	Radio Frequency	█	█	█
0027D, 1027D, 2027D	Cellular Electronic Monitoring	█	█	█
0027E, 1027E, 2027E	Passive GPS Monitoring	█	█	█
0027F, 1027F, 2027F	Active GPS Monitoring	█	█	█

(b)(4)

**TABLE OF CONTENTS**

**C.1 Introduction ..... 10**

**C.1.1 Background ..... 10**

**C.1.2 Objective ..... 10**

**C.1.3 Definitions..... 10**

**C.2.1. Contract Operations ..... 11**

**C.2.1.1. Operation Plan ..... 11**

**C.2.1.1. a. Communications ..... 12**

**C.2.1.1.b. Transition ..... 12**

**C.2.1.1.c. Case Management ..... 12**

*Full Service Case Management..... 12*

*Intake..... 13*

*Termination..... 13*

*Supervision of ESR Participants..... 14*

*Electronic Monitoring..... 15*

*Residence Verification..... 15*

*In-Person Office Visits..... 16*

*Unannounced Home Visits..... 16*

*Travel Documents ..... 16*

**C.2.1.1.d. ESR Participant Conduct..... 17**

**C.2.1.1.e. ESR Participant Rights..... 17**

**C.2.1.1.f. Translation ..... 17**

**C.2.1.1.g. Physical Security ..... 17**

**C.2.1.1.h. Quality Control..... 18**

- C.2.1.1.i. Staffing..... 18
  - Conditions for Employment*..... 18
  - Program Staff Positions*..... 19
  - Key Personnel*..... 20
  - Staff Education, Experience, Licensure and other Miscellaneous Requirements*..... 21
  - Standards of Conduct*..... 21
  - Removal from Duty*..... 22
  - Employee Identification*..... 23
  - Job Related Injuries*..... 23
- C.2.1.1.j. Training ..... 24
  - ESR Staff Training* ..... 24
  - DRO Staff Training* ..... 25
- C.2.1.1.k. ESR Record Retention ..... 25
- C.2.1.1.l. Reporting ..... 25
  - Incident Reports*..... 25
  - Monthly Reports*..... 26
  - Annual Report*..... 26
  - Ad Hoc Reports* ..... 26
- C.2.1.1.m. Facilities..... 27
- Appendix 1 - Field Offices/Sub-Offices Receiving Full Service ESR..... 28
- Appendix 2 - Terms and Definitions ..... 29
- Appendix 3 - Detailed Electronic Monitoring Technology (EM) Specifications..... 37
- Appendix 4 - Notification Schedule..... 46
- Appendix 5 – Deliverables Schedule ..... 47
- Appendix 6 - Required Security Clause Sensitive/Unclassified Contracts..... 48

STATEMENT OF WORK  
ENHANCED SUPERVISION/REPORTING PROGRAM

**C.1 INTRODUCTION**

**C.1.1 Background**

The Department of Homeland Security (DHS), US Immigration and Customs Enforcement (ICE), Office of Detention & Removal Operations (DRO) manages administrative proceedings to determine if non-US citizens (hereinafter called aliens and/or Participants) may enter or remain in the United States. During these removal proceedings, aliens are released from or are not detained in ICE custody for various reasons. For aliens not in custody ICE has operated the Electronic Monitoring Program (EMP). The Enhanced Supervision/Reporting (ESR) is specifically for adult non-US citizens that may otherwise be held in a secure facility. The full services of the ESR contract will be deployed initially to the 24 DRO Field Offices and three sub-offices (Orlando, FL, Hartford, CT, and Charlotte, NC). The vendor awarded the ESR contract will support the remaining sub-offices by providing electronic monitoring (EM) services only. The locations to receive full-service ESR are listed in detail in Appendix 1 of this Statement of Work (SOW). The technical and programmatic details of this requirement are defined within this SOW.

**C.1.2 Objective**

The purpose of this contract is for implementing and performing Enhanced Supervision/Reporting (ESR), a core community-based supervision and in-person reporting program for aliens not in ICE custody.

The primary goal of this contract is to provide structured and closely supervised electronic monitoring, residence verification, home visits, in-person reporting and travel document information collection with an emphasis on increased compliance with Immigration Court requirements.

**C.1.3 Definitions**

See Appendix 2 – Terms and Definitions for terms and definitions related to the performance of this contract.

The terms local COTR, DRO officer and ICE case officer/agent are used interchangeably in this SOW.

## **C.2 Scope of Work**

The Contractor shall implement and perform the Enhanced Supervision/Reporting Program (ESR), a core community-based supervision and in-person reporting program for aliens not in ICE custody. The full service ESR Program is to be performed initially within 50 miles of twenty-four Detention & Removal Operations (DRO) Field Offices and three Sub-offices, all geographically separate and mostly in major metropolitan environments throughout the United States (see Appendix 1). In addition, the Contractor shall provide ESR EM-only services to all other sub-offices in the areas of responsibility. The level of participants is to initially be equal to or greater than the level the current ICE/DRO Electronic Monitoring Program in each service location. The ICE Headquarters COTR will thereafter manage ESR Participant levels in each service location. ESR Participants will be any non-US citizen who is released (or who was not detained) by DHS while they go through removal proceedings. The organization, design and administration of the Program shall comply with all applicable federal, state and local licensing provisions, as well as DHS/ICE requirements as put forth in this document. The Contractor shall provide management oversight for the implementation and operations set forth in this Statement of Work (SOW). The Contractor shall not refuse to accept any ESR Participant presented by ICE. The Contractor shall provide overall Program Management and administrative services defined in this SOW.

### **C.2.1. Contract Operations**

#### **C.2.1.1. Operation Plan**

The Contractor shall prepare and submit an operational plan to include policies and procedures to the Contracting Officer (CO) for review and approval prior to implementation. The Contractor shall not implement any changes to the plan without prior written approval of the Contracting Officer (CO). The components of the comprehensive Operational Plan shall include, at a minimum:

- Communications
- Transition
- Case Management
- ESR Participant Conduct and Discipline
- ESR Participant Rights
- Translation
- Physical Security
- Quality Control
- Staffing
- Training
- Record Retention
- Reporting
- Facilities

**C.2.1.1. a. Communications**

The Contractor shall address both internal and external communication processes and procedures addressing all areas of the Statement of Work to include media inquiries. Internal communication processes should clearly define an escalation chain of command. Escalation procedures to the government must also be defined.

The Contractor shall refer, and immediately notify the Contracting Officer of, all media inquiries. The contractor shall not provide information to the media regarding any aspect of this contract without prior written approval from the CO. All communication of this nature is reserved solely and uniquely to ICE.

The Contractor shall maintain a tracking system to record all non-DHS inquiries pertaining to ESR or ESR Participants.

**C.2.1.1.b. Transition**

The Contractor shall provide policy and procedures for a one-time transition from the Electronic Monitoring Program (EMP) to ESR. The transition shall not cause loss of service to the field at any time. The transition involves the intake up to the population levels currently in the EMP listed in Appendix 1. EMP participants located within full service areas will initially transfer to full service ESR. EMP participants in sub-office areas, with the exception of Charlotte, Hartford and Orlando will transfer as EM only.

**C.2.1.1.c. Case Management**

***Full Service Case Management***

The Contractor shall establish and maintain a case management system for supervising, monitoring, updating and documenting full service ESR Participant's involvement from intake until termination in the ESR Program to include:

- Intake
- Termination
- Individual Supervision Factors (ISF)
- Electronic Monitoring
- Residence Verification
- In person office visits
- Unannounced home visits
- Travel Documents

***Intake***

The Contractor shall have the ability to perform intake/release at Contractor owned or leased facilities or any other location designated by the government. The contractor shall also have the ability to perform intake/release on a contingent or emergency basis.

The Contractor, upon placement of an ESR participant, shall verify all official documents accompanying the participant are complete and accurate to precisely identify the ESR Participant. ICE will provide the Contractor with appropriate available ESR Participant documentation. ICE will maintain the original documents.

During intake the Contractor shall collect information based on individual circumstances for each full service ESR Participant. The information collected will be known as the Individual Supervision Factors (ISF). ISF information shall be provided to the local DRO Officer including updates as they occur.

Intake procedures shall include the installation and instructions of the type of EM equipment as directed by the DRO officer.

The Contractor shall provide a comprehensive orientation for every ESR Participant in a language they understand. The orientation shall include an overview of the ESR Program, rules, regulations, procedures, consequences for ESR Program violations, the Immigration Court process (if applicable), an explanation of their Supervision Plan, and the process of progression between different methods of monitoring.

In addition, the Orientation procedures shall include the following:

- Method of documenting the orientation.
- Distribution of a written handbook of orientation information in a language the participant understands.

Distribution of a current Executive Office for Immigration Review (EOIR) produced list of pro-bono legal service providers and a schedule of ICE-coordinated legal service presentations (if applicable).

***Termination***

All participant terminations from the ESR program will be at the discretion of the local DRO case officer.

The Contractor will document the terminations with classification of release codes provided by ICE.

***Supervision of ESR Participants***

The type and frequency of supervision for full service ESR participants shall be based on DRO direction. The Contractor shall develop a plan that balances individual contacts and visits to effectively accomplish the desired intensity as directed by DRO throughout ESR Program participation. The Contractor shall include a daily schedule designed to provide supervision and accountability for full service ESR participants.

The Contractor shall provide suitable conveyances for Supervision Specialists to perform residence verification and unannounced home visits. At no time shall the Contractor transport an ESR participant in a vehicle.

The Contractor shall document and maintain current Individual Supervision Factors (ISF) for each full service ESR Participant's based on individual circumstances, taking into account the following:

- Current immigration status
- Residence – permanent or temporary (address verified)
- Employment
- Health issues
- Childcare situation, if applicable
- Criminal history
- Potential media interest
- Method of release from DHS custody
- Financial situations, any possible effect on any of the above
- In-person Reporting
- Travel Documentation
- Immigration Court Schedule
- Other factors as determined by the local COTR

The Contractor shall provide each ESR Participant's Individual Supervision Factors information to the DRO case officer including changes in circumstances in the case.

The Contractor may request assistance from the DRO case officer in formulating or updating the supervision schedule for full service ESR Participants.



Supervision Records for full service participants shall include at a minimum:

- Name and Alien Registration Number (A-number)
- Intake Forms
- ICE Case Information from the referral source
- Individual Supervision Factors (ISF)
- Medical Consent Form (as necessary)
- Medical/dental records – if applicable (must be maintained separately)
- Case Notes
- Progress Reports
- Signed ESR Program Rules and disciplinary policies.
- Copies of disciplinary actions
- Documents required by State and local authorities

***Electronic Monitoring***

The Contractor shall provide detailed policies and procedures for providing, owning, warehousing, installing, 24/7 monitoring and recovering all EM equipment for all ESR Participants as specified in Appendix 3 – Detailed Specifications for Electronic Monitoring Technology.

The contractor shall establish event notification policies and procedures.

The Contractor shall have immediate availability of EM equipment to meet government requirements as needed to include spares and support of special operations.

The Contractor shall disclose to the CO any third party relationship that is instrumental to acquisition, training, operation, and control or otherwise has an impact on the function of the EM services required under this contract.

***Residence Verification***

Residence verification is required for each full service ESR Participant.

During participant's intake, residence information to include address and cohabitant(s) will be obtained during the basic interview and fact-finding conversation (oral interview). Verification and documentation of that information may be obtained from but not limited to Internet sites, Postal service sites and map/direction sites.

The Contractor must verify and document any change of address of the participant within five (5) days of occurrence.

***In-Person Office Visits***

The Supervision Specialist shall be required to schedule the full service ESR Participant for in-person office visits. These visits will be held at the office of the Contractor. The length of the visit shall be determined by the Supervision Specialist to gather relevant information, Executive Office for Immigration Review (EOIR) information and inspect EM equipment.

At the direction of the local COTR, the frequency of in-person office visits shall range from no less once every two months to no more than two (2) times monthly. The local COTR can increase or decrease the number of visits at any time.

Executive Office for Immigration Review (EOIR) appointment date reminders shall be issued to the ESR Participant in the form of a business-size card.

***Unannounced Home Visits***

The Supervision Specialist shall perform unannounced home visits based upon the schedule and habits of the full service ESR Participant. The Supervision Specialist, or another Supervision Specialist within the local Contractor's office, shall personally conduct these visits at the ESR Participant's residence. Pertinent biographical updates shall be gained from these visits and noted in case notes. Electronic monitoring equipment shall be inspected.

At the direction of the local COTR, the frequency shall range from two (2) times per month, one time per month to once every two (2) months. This range can be increased or decreased at any time by the local COTR.

***Travel Documents***

The Supervision Specialist will be required to assist full service ESR Participants in acquiring travel documents from their native countries. The local DRO case officer will coordinate with the Supervision Specialist when information or an application for a travel document is required from the ESR Participant. The DRO case officer will determine the time schedule for submission of documentation.

The Contractor shall obtain any necessary photos and/or fingerprints for travel documentation for full service ESR participants. The Contractor shall obtain proof from the participant that the participant has had contact with their consular/embassy. Assistance may be provided to the participant in filling out Consulate-required applications.

The Supervision Specialist shall personally provide all documentation to the ESR Participant's DRO Officer/Agent/COTR.

The Contractor shall maintain a log of travel document information for each ESR Participant including type of information/application, dates and times of completion and dates/times of providing them to ICE.

**C.2.1.1.d. ESR Participant Conduct**

The Contractor shall provide full service ESR Participants with rules of conduct and disciplinary standards at orientation. The Contractor's role in discipline for participants is counseling and creating documentation to acquire DRO case officer direction and action. Prior to any actions taken, the contractor must have prior written concurrence and specific direction from the DRO case officer.

**C.2.1.1.e. ESR Participant Rights**

The Contractor shall establish policies and procedures to provide ESR Participants freedom from discrimination based on race, religion, national origin, sex, handicap, political beliefs or immigration status. All ESR Participants will be treated with care, dignity, and respect. Full service ESR Participants will be allowed privacy when using the phone or meeting with legal counsel at the Contractor's Office. The Contractor shall ensure ESR Participant civil rights are not violated.

**C.2.1.1.f. Translation**

The Contractor shall have bilingual staff (preferred method) or provide professional translators to communicate with ESR Participants who do not comprehend English. The Contractor may use commercial phone language interpretive services that are approved by the DHS CO/COTR.

**C.2.1.1.g. Physical Security**

The Contractor shall establish policies and procedures to secure daily operations, security vulnerabilities, contingencies, emergencies and mitigation plans. Employee Safety must be addressed for the office and field environments. The Contractor shall maintain a log of Supervision Specialist daily activities and appointments pertaining to ESR cases including: name, affiliation, date, time and other appropriate information effecting ESR Participants.

The Contractor shall ensure that all ESR Program Participant case files and ICE information that specifically identifies an individual ESR Participant is kept in lockable cabinets and maintained in a secure area. Cabinets shall be locked at the close of business each day.

The Contractor shall ensure that co-located, blended, shared or otherwise co-mingled Contractor-owned/leased Office(s) do not allow Contractor employees not cleared to work on this contract access to ESR Program records, resources and systems.

**C.2.1.1.h. Quality Control**

The Contractor shall establish and maintain a Quality Control Program. The Contractor shall document the processes and procedures of their QCP. The QCP shall assure that the requirements of the contract are satisfactorily being performed. At a minimum, the QCP shall include the following:

- Information for reviewing and updating all policies, plans and procedures in the SOW.
- Information on the Contractor's inspection plan for covering all the services stated in this SOW. Internal inspections or audits shall be performed monthly or more frequently as directed by the CO to include contract compliance documentation.
- Methods of identifying deficiencies in the quality of services before the level of performance becomes unacceptable and the corrective actions needed to be taken; procedures for notifying the CO or designee when deficiencies are encountered; and description of proposed sampling techniques.

All requirements for the SOW are subject to random audits by the government to determine Contract compliance and performance. The government reserves the right to conduct announced and unannounced inspections of the contractor facilities and records at any time and by any method to assess contract compliance.

**C.2.1.1.i. Staffing**

The Contractor shall supply the COTR and the DHS Security Office with a monthly list of all employees working on the contract.

The Contractor shall not assign or permit any employee to work under this contract more than a total of twelve hours of any 24-hour period. All employees shall have a continuous eight-hour rest period within each 24-hour period.

The Contractor shall create, monitor, and maintain policy and procedures for Staffing to include, but not limited to, the following:

***Conditions for Employment***

All Contractor personnel who are assigned to work on the ESR Program shall possess a Suitability Determination required by ICE policy and procedures for employment prior to any employee performing duties under this award. The Contractor shall receive written approval from the HQ COTR, for each employee prior to assignment to perform duties of this contract.

Prior to the granting of a favorable entry on duty (EOD) decision, the contractor shall submit the results of a drug screening on the applicant, to the COTR. Drug screening shall be ordered and accomplished at contractor's expense. Drug testing of an applicant shall commence within five calendar days of receipt of an applicant's personnel suitability packet by the COTR. The results of an applicant's drug test must be submitted to the COTR no later than 21 calendar days after

receipt of an applicant's personnel suitability packet. Such tests shall be obtained from a National Institute of Drug Abuse (NIDA) approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (The DHS reserves the right to expand the list above to include additional drug/drug classes). The Contractor shall ensure that all federal, state and local legal procedures are followed, whether or not included in these procedures, with regard to the specimen. Contractor shall ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed.

Drug screening for cause may be required by Contracting Officer at any time. The contractor shall have a random drug-screening program, and the results of each screening shall be provided to Contracting Officer via the COTR immediately. Contracting Officer shall have and exercise full and complete control over granting, denying, suspending, and terminating employment suitability checks for employees and prospective employees. If a report indicating the unsuitability of any employee is received after processing of these forms, or if a prospective employee is found to be unsuitable or unfit for his assigned duties, the COTR shall inform the contractor that the employee shall not either continue to work, or be assigned to work under the contract.

The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with all security requirements under this contract. 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 shall ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of 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.

### ***Program Staff Positions***

A reasonable attempt shall be made by the Contractor to establish ESR Program staffing that reflects demographics of the ESR Participant population.

The Contractor shall submit an Organizational Chart that defines clear lines of authority. The Contractor shall provide Staffing Levels for approval prior to implementation. The Contractor shall establish, at a minimum, the following ESR Program staff positions:

#### ***ESR Program Director***

The ESR Program Director is the individual who is responsible and accountable for the Contractor administration of the ESR Program. This person functions as the single point of contact for Contracting Officer and Headquarters COTR.

*Office Manager*

The Office Manager is responsible for ESR Supervision Specialist activities, office efforts in supervising participants, communicating with the local ICE/DRO staff/management and the contractor's location. The Office Manager, or acting designee with authority to act for the Office Manager, shall be accessible to DHS by 24-hours-a-day 7-days-a-week.

*Supervision Specialists*

Supervision Specialists staff numbers shall be sufficient in each service location to accomplish the Statement of Work defined herein, up to the total capacity of ESR Participants defined by the ICE Headquarters COTR. The ratio of Supervision Specialists to full service ESR Participants shall be maintained at all times unless otherwise authorized by the HQ COTR. Supervision Specialists Responsibilities include:

- Overall supervision of participants in the program
- Collecting ESR Participant Individual Supervision Factors
- Production of a participant supervision plan
- Providing program orientation
- Conducting in-person office visits
- Residence verification
- Unannounced home visits

*Office Staff*

Office staff responsibilities include but are not limited to:

- Processing participant intake
- Routine supervision documentation
- Providing all documentation to the Supervision Specialist
- Processing terminations from program
- Overall administrative support to the program

***Key Personnel***

The ESR Program Director is considered key personnel. The Contractor shall obtain prior written concurrence for the Contracting Officer for appointment and replacement of key personnel.

***Staff Education, Experience, Licensure and other Miscellaneous Requirements***

***Office Manager***

Shall possess at a minimum, a Bachelor's Degree in an appropriate discipline from an accredited university as a minimum. The Office Manager shall have documented supervision experience sufficient to communicate, direct, counsel and evaluate subordinate staff, and appropriate for a typical and commensurate community program like objectives (licensing and/or certification preferred but not required).

***Supervision Specialist***

Shall possess at a minimum, an Associate's Degree in an appropriate discipline from an accredited university. The Supervision Specialist shall have documented two (2) years of relevant and increasing experience in a field related to law, social work, detention, corrections or similar occupational area (licensing and/or certification preferred but not required). He/She shall demonstrate experience applicable to the goals and intent of this Program, sufficient to communicate with other staff, and appropriate for a typical and commensurate program environment.

***Office Staff***

Shall possess at a minimum, a High School Diploma/GED certificate. Office staff shall have documented two (2) years of relevant and increasing experience and similar position work. They shall demonstrate experience applicable to the goals and intent of this Program, sufficient to communicate with other staff, and appropriate for a typical and commensurate program environment.

In addition, employees must have the ability to greet and deal tactfully with the public, effectively communicate with others, interpret, and articulate rules, orders, instructions and materials, and ability to compose reports that contain the information as required, demonstrate sound judgment, and even temperament, maintain self-control during situations that involve mental stress, and withstand the accompanying excitement of interpersonal confrontations, and emergencies.

The Contractor shall certify that employees possess all required state licenses for their position, and develop a system of monitoring and maintaining currency of those licenses.

***Standards of Conduct***

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for their employee's performance or the quality of their services.

## Statement of Work

The Contractor shall provide all employees with a copy of the program's Standards of Conduct. Employees shall certify in writing that they have read and understand these rules. A record of that certification shall be provided to the HQ COTR prior to starting work under this contract.

In addition the following shall be adhered to:

- Contractor staff shall not display favoritism or preferential treatment to one ESR Participant or group of ESR Participants, over another.
- No Contractor employee shall enter a personal relationship with ESR Participants outside the scope of the goals of the program.
- Staff shall be prohibited from accepting for themselves or any member of their family, any personal gift, favor, or service, from ESR Participants or from the ESR Participant's family or close associate, no matter how trivial the gift or service may seem. All staff shall be required to immediately report any such offers to the program director. Contractor staff shall not give any gift, favors, or service to ESR Participants, their family, or close associates.
- Contractor employees shall not enter any business relationship with ESR Participants or their families (e.g. selling, buying, trading personal property, etc.)
- Program staff shall not have any outside or social contact (other than incidental contact) with any ESR Participant, family, extended family/relatives, or close associates.
- Contractor shall immediately report violations or attempted violations of the Standards of Conduct or any criminal activity to the COTR and to appropriate law enforcement agencies for criminal violations.
- Violations may result in employee dismissal by the Contractor or at the discretion of the Contracting Officer.
- Failure on the part of the Contractor to report a known violation or to take appropriate disciplinary action against the offending employee or employees shall subject the Contractor to appropriate action up to and including termination of the contract for default.
- Program staff shall be prohibited from providing legal advice to ESR Participants and from interfering with a ESR Participant's immigration status arrangements or the execution of final immigration court removal orders. Failure to comply with this could result in the termination of the contract and/or possible criminal charges against the employee.

### ***Removal from Duty***

The Contractor shall immediately notify the HQ COTR in writing of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason. The Contractor shall immediately notify the Headquarters COTR upon learning of adverse or disqualifying information, or criminal conduct on any employee. The contractor shall immediately remove the employee from performing duties under this contract, or any other DHS contract, informs the Contracting Officer and comply with further DHS guidance. Disqualifying information may include, but is not limited to:



## Statement of Work

- Arrest or conviction of a crime (felony or misdemeanor offenses);
- A record of arrests for traffic offenses (esp. DUI)
- Falsification of information entered on suitability forms.

The Contractor shall immediately remove from assignment on this contract or any other DHS contract any employee(s) who has/have been disqualified for security reasons or after being deemed unfit to perform their duties, including but not limited to criminal conduct. Upon determination of being unfit for duty the Contractor shall immediately notify the HQ COTR of removal of employee. That determination includes but is not limited to:

- Neglect of duty, failure to carry out assigned tasks, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites.
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Theft, vandalism, immoral conduct, or any other criminal actions
- Possession of or selling, consuming, or being under the influence of intoxicants, drugs, or other mind-altering substances.
- Unethical or improper use of official authority or credentials
- Violations of security procedures or regulations
- Possession of alcohol or illegal substances while performing services under this contract.
- Undue fraternization with ESR Participants
- Poor performance involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or common sense resulting in or contributing to, a ESR Participant being absent without permission, failing to appear, or not responding to contact.
- Failure to maintain or fulfill training requirements.

### ***Employee Identification***

The Contractor shall ensure that its employees will identify themselves as employees of their respective company while working on ICE contracts not as ICE/DRO employees. All program staff shall carry approved identification credentials at all times while performing under this contract. Credentials must contain the following for each employee:

- A photograph of the employee that shows a maximum the head and shoulders and is at least one inch square. The photograph shall be no more than one-year-old at the time the credential is issued.
- Employee Name
- Company Name

### ***Job Related Injuries***

The Contractor shall report all job related injuries to the Headquarters COTR. The Contractor shall document sufficient details to establish what occurred, and the circumstances or duties directly related to the ESR Program that lead to the employee being injured.

**C.2.1.1.j. Training**

***ESR Staff Training***

The contractor shall establish and maintain a training program that includes course descriptions, lesson plans, materials, and instructors. All instructors shall be certified by a state or nationally recognized institution unless otherwise approved in writing by the CO.

A required Program Orientation for all ESR employees shall be completed within 14 days of employment and prior to being assigned duties.

Under no circumstances shall any contractor employee perform duties under this contract until all initial training is successfully completed and certified by the contractor in writing to the COTR for each individual employee. Failure of any employee to successfully complete mandatory training is sufficient reason to disqualify him/her for duty. The COTR must provide written approval prior to any employee being assigned to perform and duties under this contract.

Mandatory minimum training for employees who have contact with participants:

- Human Relations (1 hr) \*
- Note Taking and Report Writing (1 hr) \*
- Roles of Local, State, and Federal Law Enforcement Agencies (1 hr) \*
- Cultural and Ethnic Sensitivity (2 hrs) \*
- Constitutional Law (1 hr)
- Ethics and Authority (2 hrs)
- Self Defense (8 hrs)
- Handling Disorderly Conduct, Civil Disturbances, and Other Incidents (3 hrs)
- Courtroom Demeanor (1 hr)
- DHS ICE Overview (provided by DHS CO/COTR) (1 hr)

Mandatory courses for managerial personnel, in addition to above, shall include a minimum of 24 hours of general management training during each year of their employment in the following areas:

- Communications \*
- Solving Performance Problems \*
- Counseling Employees \*
- Leadership Skills (emphasizing styles, motivation and career development) \*
- Scheduling \*
- EEO Practices \*

\* Courses annotated with an asterisk require annual refresher training each year of employment.

The contractor shall provide monthly documentation of the course and date completed for each employee.

### ***DRO Staff Training***

The Contractor shall provide training to DRO staff on the ESR Program to include EM technology and the Internet based monitoring system. Access to the Internet based monitoring system shall be provided to DRO Officers upon request from the HQ COTR.

### **C.2.1.1.k. ESR Record Retention**

The contractor shall establish a plan to produce, secure, and preserve written plans, policies and procedures, logs and records required to operate and document the operational and personnel aspects of the contract. The contractor shall not destroy or alter with intent to deceive any logs or records pertaining to this contract. All records are subject to inspection and review by DHS at any time during the term of the contract or thereafter. At the completion of this contract, the contractor shall turn over all logs and records as directed by the CO.

### **C.2.1.1.l. Reporting**

#### ***Incident Reports***

Upon discovery, the contractor shall immediately verbally notify the local COTR, and then follow up with a written report to the local COTR and HQ COTR within 24 hours when any of the following apply to a participant:

- Any unauthorized absence (missed office visit, missed unannounced home visit)
- Contact or threat by individuals believed to represent alien smuggling or organized crime
- Pregnancy or childbirth
- Serious injury, serious illness, or hospitalization
- Suicide or attempted suicide
- Death
- Police contact, including arrest and/or incarceration
- Commission of a major program offense
- Any abuse or neglect incident
- Unauthorized correspondence and/or contact

Written reports shall provide a minimum of the following information:

- Name of ESR participant
- Alien registration number
- Physical description
- Date of occurrence
- Time of occurrence
- Incident
- Contact made to local COTR and feedback/direction
- Any known calls or contacts made by ESR participant prior to incident
- Name, address, and phone numbers of personal contacts
- Information regarding unusual behavior
- Any reason to believe the incident was involuntary
- Other law enforcement agents notified and point(s) of contact
- Current participant status
- Further action required, if applicable

#### ***Monthly Reports***

Monthly Program Progress reports shall include information regarding contract compliance, immigration court appearance rates, participant statistics, EM technology levels, and significant events from each ESR office. The Contractor shall provide a summary of these reports to the CO via the HQ COTR.

#### ***Annual Report***

At the conclusion of each period of performance the Contractor shall prepare an annual report. Information for the annual reports shall address, at a minimum:

- Program expectations compared to actual function in the previous twelve (12) months.
- Significant events
- Performance Measures such as Percentage of Appearances by ESR participants – Home visits, office reporting, Immigration Court; compliance of EM-only participants with monitoring requirements; Participants terminated from the program; absences without permission; media issues; necessary Administrative changes and Fiscal issues.
- Recommendations for Program Improvement

#### ***Ad Hoc Reports***

The Contractor shall submit Ad Hoc reports to include but not limited to compliance data when requested by the government.

**C.2.1.1.m. Facilities**

The Contractor shall establish and maintain a Facility Plan that includes a detailed description of the office space and community integration. The Contractor shall provide office space adequate for all personnel, vehicles, and equipment needed in the performance of this contract. Contractor is responsible for all applicable Federal, State and local licensing requirements for zoning, building, fire, occupational health, safety and occupancy. The contractor will be responsible for utilities, maintenance, janitorial service, upkeep, and repair of office space acquired for the ESR Program.

The Contractor's ESR offices shall be within 50 miles of the ICE DRO offices.

The Contractor shall prepare an evacuation and alternate staging plan for use in the event of fire, major emergency or should the facility become unfit for its intended use. The Contractor shall review the plan annually, update as necessary, and reissue.

**Appendix 1 - Field Offices/Sub-Offices Receiving Full Service ESR  
Base Year**

<b>FIELD OFFICE/SUB-OFFICES Receiving Full Service</b>	<b>AREA OF RESPONSIBILITY (AOR)</b>	<b>ELECTRONIC MONITORING (EM) LEVELS</b>
Atlanta, GA	GA	225
Baltimore, MD	MD	100
Boston, MA	MA, NH, RI	225
Buffalo, NY	Upstate NY	100
Chicago, IL	IL, IN, KS, KY, MO, WI	525
Dallas, TX	North TX, OK	625
Denver, CO	CO, WY	100
Detroit, MI	MI, OH	100
El Paso, TX	Southwest TX, NM	100
Houston, TX	Southeast TX	100
Los Angeles, CA	Central CA	500
Miami, FL	FL, Puerto Rico, U.S. VI	1,275
Newark, NJ	NJ	250
New Orleans, LA	AL, AR, LA, MS, TN	175
New York, NY	The counties of Westchester, Putnam, Dutchess, Ulster, Rockland, Nassau, Suffolk and the five (5) boroughs	100
Philadelphia, PA	DE, PA, WV	175
Phoenix, AZ	AZ	100
Salt Lake City, UT	UT, ID, MT, NV	125
San Antonio, TX	Central South TX	100
San Diego, CA	Southern CA	125
San Francisco, CA	Northern CA, HI, Guam	625
Seattle, WA	AK, OR, WA	450
St. Paul, MN	IA, MN, NE, ND, SD	275
Washington (Fairfax, VA)	DC, VA	150
<b>Sub-Offices</b>		
Charlotte, NC	NC, SC	125
Hartford, CT	CT, VT, ME	125
Orlando, FL	The counties of Orange, Seminole, Volusia, Osceola, Brevard, Indian River, Lake, Marion and parts of Polk	125

Total Base Year 7000 Participants

**Appendix 2 - Terms and Definitions**

The following terms and definitions are provided for background information of Contractor employees. Where a difference exists between these definitions and terms and Federal law, contracts or policy those laws, contracts and policies shall prevail.

**Absconder**

For ICE/DRO purposes, one who does not attend their removal hearing at the Immigration Court or who otherwise fails to appear for ICE appointments. See also Fugitive.

**Admission**

For DHS purposes, the lawful entry of a non-US citizen into the United States after inspection and authorization by an Immigration Officer.

**Aggravated Felon**

A non-US citizen who has committed an aggravated felony.

**Aggravated Felony**

An aggravated felony is defined in Section 8 USC § 1101(a)(43)(M) of the Immigration and Nationality Act. The definition covers a wide range of certain crimes such as: crimes of violence, sexually based offenses, illicit trafficking/possession of controlled substances, firearms or explosives; theft/robbery, child pornography, prostitution, passport offenses, counterfeiting/fraud/money laundering and various others. Aggravated felonies apply regardless of the time of conviction, whether they violated Federal or State law and apply to convictions in foreign countries when the sentence was completed within 15 years.

**Area of Responsibility (AOR)**

The geographical area associated with each Field Office or sub-office, and the corresponding area of coverage the Contractor provides at each service location.

**Asylum**

Protection from return to a country where the applicant was persecuted based on race, religion, nationality, and/or membership in a particular social group or political opinion. Asylum can be granted by the CIS Asylum Directorate, or by an Immigration Judge during removal proceedings.

**Board of Immigration Appeals (BIA)**

The appellate level of EOIR's removal hearing process. The component from which DHS receives final agency determination of an individual's removal proceedings appeal.

**US Citizenship and Immigrations Services (CIS)**

The component in DHS that is responsible for accepting, processing and deciding applications for visa eligibility and asylum, the naturalization of qualified Legal Permanent Residents, determining the citizenship of applicants claiming US citizenship and granting work authorization to qualified aliens.

**US Circuit Court of Appeals**

Hears appeals from the District Courts located within its circuit, as well as appeals from decisions of federal administrative agencies and specialized cases.

**US Customs and Border Protection (CBP)**

The component in DHS that is responsible for securing the United States Border, conducting Immigration and Customs operations in US air, land and seaports as well as the United States Border Patrol.

**US District Court**

The trial courts of the federal court system. Within limits set by Congress and the Constitution, the district courts have jurisdiction to hear nearly all categories of federal cases, including both civil and criminal matters.

**Cancellation of Removal**

A benefit granted by EOIR to qualified non-US citizens in removal proceedings. Results in the granting or retaining of Legal Permanent Resident status for that individual.

**Contracting Officer (CO)**

The designated DHS employee responsible for managing the contracting process and administration of the award. The federal government official that is authorized to approve or issue changes to the contract on behalf of the cognizant federal agency. Approval authority for Contract plans, policy and procedures.

**Contracting Officer's Technical Representative (COTR)**

The designated ICE employee responsible for monitoring day-to-day activities and technical aspects of the contract. COTRs can be responsible for a given service location at both the DRO Field Office and/or DRO Headquarters level.

**Contractor**

The entity that provides services described in this Statement of Work (SOW).

**Conviction**

For ICE purposes a formal adjudication of guilt entered by a court; or where a judge or jury has found the alien guilty, or the alien has entered a plea of guilty/no lo contendere or has admitted sufficient facts to warrant a finding of guilt.

**DHS**

Department of Homeland Security. The Executive Branch component that is responsible for the unified national effort to secure America, preventing and deterring terrorist attacks and protecting against and responding to threats and hazards to the nation, ensuring safe and secure borders, welcoming lawful immigrants and visitors, and promoting the free-flow of commerce.



**Office of Detention and Removal Operations (DRO)**

The component in DHS that is responsible for promoting public safety and national security by making certain through the enforcement of U.S. immigration laws that all removable aliens depart the United States.

**Deportation/Removal**

The physical departure from the United States of a non-US citizen at the conclusion of removal proceedings, after having been so ordered by an Immigration Judge, the Board of Immigration Appeals (BIA) or a ICE Deciding Official.

**Deciding Official**

A DHS employee expressly authorized by the Immigration and Nationality Act to determine certain non-US citizens' inadmissibility to or removability from the United States. A deciding Official also orders removal from the United States when inadmissibility/removability is established.

**Electronic Monitoring Technology (EM)**

A system using devices worn by ESR Participants or installed in Participants homes such as individual bracelets, sensors or receiving/transmitting devices which can be activated to interface with a remote system to create, monitor, catalog and exchange information and data to account for the Participant's movements and location.

**Emergency**

Any disruption of normal facility procedure, policy or activity caused by riot, strike, escape, fire, natural disaster or other serious incidents.

**Employment**

Self, sporadic, temporary or permanent labor or occupation for compensation. Employment in the United States is authorized for non-US citizens who are Legal Permanent Residents (LPRs), or who have a valid Employment Authorization Document issued by ICE. Participation in the ESR Program does not require employment, nor authorize employment for those without proper authorization.

**Enhanced Supervision/Reporting Program (ESR).**

A core community-based supervision and reporting program for Participants that may otherwise be held in a secure facility, that focuses on reducing absconders from removal proceedings and improving the appearance rates of Participants at their Immigration Court hearings. The terms ESR, ESR Program and Enhanced Supervision/Reporting are used interchangeably throughout this document.

**Enter on duty(EOD)**

To begin employment. For the purposes of this contract this includes having a DHS suitability determination on file and having been granted written authorization by the ICE Headquarters COTR.

**ESR Participant**

A non-US citizen in removal proceedings being supervised in the ESR Program eighteen (18) years of age or older.

**ESR Participant Records**

Information concerning the individual's personal, criminal and medical history combined with behavior and activities while ESR Participants. ESR Participant Records include but are not limited to: photographs, disciplinary infractions and actions taken, Grievance Reports, Medical Records, employment history.

**Executive Office for Immigration Review (EOIR)**

The Executive Branch component within the US Department of Justice (DOJ) that consists of Immigration Judges within the Immigration Courts, and the Board of Immigration Appeals (BIA). EOIR conducts removal hearings for certain non-US citizens to determine if they may enter or remain in the United States. EOIR is independent of DHS components such as ICE, CBP and CIS. Commonly referred to as the "Immigration Court" or the BIA depending on the stage of the removal hearing process a Participant is in.

**Expedited Removal (ER)**

A form of deportation where applicants for admission at the United States border are ordered removed by a Deciding Official without a hearing after having committed fraud, falsely claimed United States citizenship or arrived without an Immigrant Visa. Aliens with an ER may still apply for asylum.

**Facility**

Offices and office space or other accommodation the Contractor chooses for employees while performing this contract.

**Field Office**

An ICE/DRO office located in a major metropolitan area.

**Fugitive**

An ICE fugitive is defined as an alien who has failed to depart the United States pursuant to a final order of removal, deportation or exclusion; or who has failed to report to a Detention and Removal Officer after receiving notice to do so.

**Grievance**

A written complaint filed by an ESR Participant concerning personal health/welfare or the operations and services of the Program.

**Habeas Corpus**

The right of a citizen to obtain a writ of habeas corpus as a protection against illegal imprisonment, and the legal proceedings in which DHS must respond when challenged in US District Court.

**Health and Safety Assessment**

A structured observation and/or initial health screening to identify any medical issues of ESR Participants.

**US Immigration and Customs Enforcement (ICE)**

The Component in DHS that is responsible for protecting America and upholding public safety by identifying criminal activities and eliminating vulnerabilities that pose a threat to our nation's borders, as well as enforcing economic, transportation and infrastructure security. By protecting our national and border security, ICE seeks to eliminate the potential threat of terrorist acts against the United States. ICE is comprised of four operational divisions: Office of Detention and Removal Operations (DRO), Federal Protective Service (FPS), Office of Intelligence and Office of Investigations (OI).

**Immigrant Visa**

Authorization from the US State Department to apply for entry or remain in the United States for a specified period of time (usually indefinitely) as an immigrant.

**Immigration and Nationality Act**

The Federal law beginning at 8 USC § 1101 that contains the authority and means for DHS to enforce United States immigration law.

**Immigration Court**

The locations provided by Executive Office for Immigration Review (EOIR) to have removal hearings.

**Immigration Judge**

Executive Office for Immigration Review (EOIR) Attorney appointed by the US Department of Justice Attorney General who conducts removal proceedings independent of ICE, CIS and CBP.

**Inadmissible**

Ineligible to enter or re-enter the United States, or to receive a visa from the US State Department, for a period specified in 8 USC § 1182 of the INA.

**Individual Supervision Factors (ISF)**

Information that the Supervision Specialist has collected in regards to the ESR Participant. These factors will be used to formulate the Supervision Plan and overall case Management.

**Intake**

Processing an individual into the ESR Program after presentation to the Contractor by ICE.

**Legal Permanent Resident (LPR)**

A non-US citizen who has been granted an Immigrant Visa to apply for entry or remain in the United States indefinitely. LPRs are authorized to work in the US and must show their Resident Alien Card as evidence. LPRs have certain forms of relief from removal available due to their immigrant status.

**Medical Records**

Medical records may be transferred and must be kept separate of the ESR Participant's supervision record. These records include medical examinations and diagnosis by a responsible physician or nurse, standing or direct medical orders of a physician. The following information shall be transferred into the Supervision Record: date and time of all medical examinations, and notes about standing or direct medical orders of a physician.

**National**

A person who is a citizen of the United States, or who owes permanent allegiance to the United States.

**Naturalization**

To confer the rights of a national on, to admit to citizenship. In the United States the process a qualified non-US Citizen follows to become a US Citizen.

**Non-Immigrant Visa**

Authorization from the US State Department to apply for entry or remain in the United States for a specified period of time and a specific purpose as a non-immigrant.

**Office Manager**

The on-site Contractor employee in each service location that is responsible to ICE for management and administration of the ESR Program. The Office manager is available 24/7.

**Performance Work Statement (PWS)**

Lists the tasks, deliverables, personnel, services, functions management, equipment, supplies and performance of work that constitute technical requirements of the contract. Statement of Work (SOW) and Performance Work Statement (PWS) are used interchangeably in this document.

**Policy**

A written statement and method of action that guides and determines present and future decisions and actions.

**Private Bill**

A special act of Congress that passes a public law specifically for a particular person. For DHS purposes a Private Bill usually bestows US citizenship, and sometimes grants Legal Permanent Resident status, for non-US citizens in removal proceedings.

**Random Frequency**

Not planned or scheduled. Also, as requested by ICE CO/COTR.

**Ranges of Supervision (ROS)**

The methods of supervising ESR Participants, including electronic monitoring, residence verification, unannounced home visits, Immigration Court schedule and travel document information. A matrix of the potential combinations of these methods that result in a range of possible ESR monitoring of an ESR Participant. ESR Participants are assigned a stage in ROS by the DRO case officer, and are adjusted as needed while participating in the Program.

**Refugee**

A non-US citizen to whom asylum may be granted; further: who is outside of his country of nationality or last habitual residence, and is unable or unwilling to return to that country because of persecution suffered based on race, religion, nationality, and/or membership in a particular social group or political opinion.

**Release**

Processing an individual out of the ESR Program after direction to the Contractor by ICE.

**Removal Proceedings**

The method of determining whether a non-US citizen may enter or remain in the United States. Removal proceedings can involve forms of Expedited Removal, but most commonly involve an EOIR final determination.

**Statement of Work (SOW)**

See Performance Work Statement (PWS).

**Sub-office**

A smaller DRO office located within the AOR of a DRO Field Office.

**Supervision**

The action, process, or occupation of supervising; especially: a critical watching and directing (as of activities or a course of action). For the purposes of this contract the ESR Program provides a supervision service to ICE/DRO.

**Supervision Plan**

The Plan containing detailed direction and activity focus for the ESR Participant, prepared by the Supervision Specialist taking into account the Individual Supervision Factors, ESR Participant's Range of Supervision, ESR Participant's history, Orders of Supervision and ESR Program success to date.

**Supervision Specialist (SS)**

A Contractor employee with case management and supervision plan responsibility in accomplishing the Enhanced Supervision/Reporting Program. This employee will be the point of contact for ESR Participants for performing the physical or electronic means of accounting for the Participant, creating the Supervision Plan and execution of procedures to achieve "enhanced" supervision in the Program. These duties will include residence verification, unannounced home visits, in-person reporting at the Contractor office and ensuring that ESR Participants provide travel document information.

**Training**

An organized, planned and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy or training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements.

**Termination of Proceedings**

An action requested of Immigration Judges by either party to cease removal proceedings with or without a final determination on the removal charge(s). Removal proceedings can be terminated without prejudice, with the ability to re-calendar the case before the court or terminated altogether.

**Translator**

One who mediates between speakers of a different language, or who renders written work into another language.

**Unauthorized Absence**

For the purposes of this contract when an ESR Participant is not present at an in-person office visit, ICE appointment or at their residence during scheduled curfew.

**United States**

For ICE purposes the territorial area of the United States is the continental United States, Alaska, Hawaii, Puerto Rico, Guam and the US Virgin Islands.

**United States Citizen (USC)**

A person born in the United States and subject to its jurisdiction, born in the United States and a member of an Indian/Aleutian/Eskimo or other aboriginal tribe; also a person born outside the United States and its outlying possession of parents whom are citizens of the US. There are several other classifications covered in 8 USC § 1401 – Nationality and Naturalization of the Immigration and Nationality Act.

**Voluntary Departure (VD)**

Permission to depart voluntarily and at the alien's own expense, in lieu of or prior to the completion of removal proceedings. Qualified aliens who depart voluntarily are not subject to bars of inadmissibility associated with deportation/removal from the United States.

### **Appendix 3 - Detailed Electronic Monitoring Technology (EM) Specifications**

#### **1. Monitoring Equipment and Service Requirements**

- 1.1 The Contractor shall own, warehouse, install monitor and reclaim all of the Electronic Monitoring Technology (EM) equipment as stated in this requirements document. Upon completion of the task order, the Government shall make ESR participants available for the Contractor to recover all monitoring and transmitting equipment. The Contractor shall be solely responsible for all coordination and any and all failures and deficiencies resulting from equipment or services provided to the Government under this task order. The Contractor shall provide replacement equipment for all monitoring/transmitting units that the Government determines to be defective.
- 1.2 The Contractor shall provide an Electronic Monitoring Technology/Systems (EM) that has no more than 3% downtime (or better). The Contractor shall provide EM equipment that has a verifiable test functions in the ESR participant's residence, from a monitoring center/system or a remote site.
- 1.3 The Contractor shall use FCC certified equipment that transmits or receives communications signals. Systems or equipment without FCC certification shall be deemed technically unacceptable and the fault of the Contractor to provide services under this contract. The Contractor shall provide a copy of the FCC certification for each component of the Electronic Monitoring Technology (EM) system for approval by the Contracting Officer/Headquarters COTR.
- 1.4 Monitoring Equipment: Transmitter  
The Contractor shall provide FCC certified tamper resistant transmitters that are capable of being affixed to either an ESR Participant's ankle or wrist. This device shall be evaluated on the detailed specifications as further defined.
- 1.4.1 *Transmitter Technology*  
The contractor shall provide Radio Frequency and/or GPS technology, as directed by the local ICE COTR for ESR Participants. Transmitters shall communicate to the monitoring center either through a monitoring unit or directly via cellular transmission.

*1.4.2 GPS Systems Specifications*

The Contractor shall provide a system that meets or exceeds the GPS specifications as defined. The Contractor shall provide a Transmitter Satellite Tracking Unit that sends and/or receives signals from GPS satellites for use with GPS transmitters as specified in this Appendix. The Contractor shall provide GPS transmitters that have either Active or Passive tracking modes.

- a. GPS Transmitter Tracking Specifications
  - Active mode is defined as the ability to track the ESR Participant's whereabouts in virtually real time via satellite uplink through a monitoring system.
  - Passive mode is defined as the ability to track the ESR Participant's whereabouts via satellite downlink through transmission either through a monitoring unit or directly via cellular transmission to the 24/7 monitoring center
- b. GPS Transmitter Active Tracking Specifications. The Contractor shall provide GPS transmitters that are able to monitor the ESR Participant's whereabouts inside Exclusion and/or Inclusion zones.
  - Exclusion Zone is defined as a geographical area programmed as satellite coordinates into the tracking system that the ESR Participant shall not enter.
  - Inclusion Zone is defined as a geographical area programmed as satellite coordinates into the tracking system that the ESR Participant is permitted to enter or shall remain within.
- c. Signal Range. The transmitter's signal range shall be no greater than 200 feet under normal household conditions with a typical maximum reception range of 0-150 feet depending on the monitoring configuration. The transmitter shall emit a composite radio frequency signal at least once every 30 seconds. The signal content shall identify the ESR Participant, power status, tamper/removal status and be encrypted to discourage duplication.
- d. Physical Characteristics. The transmitter shall be adjustable to fit the wrist or ankle of any size ESR Participant. The transmitter shall be capable of being affixed to the ESR Participant so that efforts to tamper with or remove the transmitter are obvious upon inspection. It shall be shock resistant, water and moisture proof, and function reliably under normal atmospheric and environmental conditions. The device should be comfortable and durable enough to withstand the strains of everyday wear which may consist of working, recreational activities, resting or sleeping. The transmitter shall not pose a safety hazard or unduly restrict the activities of the ESR Participant. The contractor shall provide Satellite Tracking Units that meet or exceed these same characteristics if the tracking unit is external to the GPS transmitter.
- e. The transmitter shall be tamper resistant and have features that reliably detect efforts to tamper with or remove the device.



- f. The transmitter shall not require an external battery. The transmitter shall have an internal power source capable of functioning continuously for at least six (6) months. It shall transmit a signal to indicate when its internal power supply is low. The Contractor shall provide replaceable power sources for use in the transmitter when the contractor becomes aware that such replacements are necessary. The Contractor shall install replacement power sources within 24 hours.

#### 1.5 Monitoring Equipment: Monitoring Unit

The Contractor shall provide a monitoring unit that receives radio frequency signals from an ESR Participant-worn transmitter, and transmits data on the ESR Participant's monitoring status by telephone or cellular to a central monitoring system/facility operated by the Contractor.

##### 1.5.1 *Monitoring Unit Requirements*

The monitoring unit shall include an internal clock to time/date stamp all detected monitoring events. The unit shall have a backup operation feature, backup power source and sufficient memory to store data if communication with the monitoring center is disrupted or AC power fails. If communications with the monitoring center are disrupted, the monitoring unit shall transmit stored data to the monitoring center as soon as communications are restored. The monitoring unit shall not pose a safety hazard to the participant or others and shall function reliably under normal environmental and atmospheric conditions. It shall include surge protection for electrical and communications interfaces.

- a. **Monitoring Unit Installation.** The Contractor shall install the monitoring unit in the ESR Participant's residence; activate both the transmitter device and the monitoring unit, within 18 hours of completing intake into the ESR program. Exceptions for extraordinary circumstances are to be coordinated with the local local DRO COTR or DRO Headquarters COTR.
- b. **Tamper Resistance and Notification Features.** The monitoring unit shall be equipped with a location feature and a tamper notification system that alerts the monitoring center of any attempts to enter the unit or alter the routine operation of the unit.
- c. **Portable Monitoring Unit.** The Contractor shall use a portable monitoring unit (Drive-by Unit) to verify the ESR Participant's presence at various locations by identifying the signal from the ESR Participant's transmitter. This portable unit shall be evaluated on the size of the transmitter signal detection range; ability to detect multiple transmitters; internal memory capacity; utility of collected data such as date/time of event, tamper detection and low transmitter power; portability of data and ability to upload data to a PC. The Contractor shall provide an identical portable monitoring unit to the DHS local COTR for DRO Officer/Agent use in detecting ESR Participants' presence at various locations as needed.

- d. **Monitoring Unit Documentation.** The Contractor shall provide written documentation with instructions that enable a DRO Officer/Agent to use the portable monitoring and be familiar with the operation of transmitters and monitoring units. The Contractor shall provide ESR Participants with brochures explaining the operability EM equipment.

#### 1.6 Tools

The Contractor shall provide all necessary tools to install, adjust, and remove the monitoring unit and transmitter in the event that unforeseen events require DRO to perform these tasks. At a minimum, one tool set shall be provided to each Office.

#### 1.7 Spares and Maintenance

The Contractor shall maintain a sufficient inventory of Electronic Monitoring Technology as follows: to complete installations within 18 hours of intake; broken parts and replacement parts within 24 hours and supporting special operations. The Contractor shall maintain the inventory in good operating condition and arrange for prompt repair and replacement to meet the demands of the ESR Program.

#### 1.8 Equipment and Service Upgrades/Improvements

Throughout the life of the task order, the Contractor shall provide the most recent generation of EM equipment. All equipment provided under this contract shall have completed final testing, FCC certification and be commercially available. All EM equipment and service upgrades or changes shall be submitted in writing, via the ICE Headquarters COTR, to the Contracting Officer for approval.

### 2. Central Monitoring Facility

The Contractor shall, at a centrally located monitoring system/facility, receive, store and disseminate information generated by the monitoring equipment and systems described in this document. The Contractor may choose the location of its monitoring system/facility. However, the Contractor's monitoring system/facility shall be located at a secure location where access to the center and all records is restricted only to authorized individuals. The Contractor shall establish an information exchange system within the monitoring center that send/receives information to/from the EM equipment.

#### 2.1 Backup Monitoring System/Facility

The Contractor shall maintain a contingency plan for movement to a backup monitoring system within a reasonable amount of time following a monitoring system malfunction. The DHS Headquarters COTR shall approve any change in the location of the monitoring center or any backup center in advance and in writing.

#### 2.2 Security and Safeguards of Monitoring System Information

The Contractor shall maintain a physical facility compliant with all applicable Federal, State and local regulations (e.g., building codes, fire and safety codes) and shall not endanger the health and safety of employees and the community. The Contractor shall specify the security safeguards to prevent unauthorized access to monitoring data inside the monitoring facility by

monitoring employees or other staff. The Contractor shall include a listing of the employees authorized to make changes or modify ESR Participant data or other agency program settings should the Supervision Specialist request this. The Contractor shall also detail how the Contractor determines and maintains this authorization to employees. The Contractor shall provide security codes to the DRO offices to guarantee the security of data modifications made remotely or over communication systems/lines with the monitoring system or manually on the telephone with a monitoring center employee.

### 2.3 Continuous Operation of Monitoring System

The Contractor staff shall be at the monitoring site and shall personally operate the monitoring system continuously 24 hours a day, 7 days a week. The monitoring center shall promptly detect and notify Supervision Specialists and/or DRO Officers of key event(s) as specified in Appendix 4 – Notification Schedule. In the event that remote access is temporarily inoperable, Contractor staff shall implement a contingency to manually provide data entry upon requests by Supervision Specialists and/or DRO Officers of all ESR Participant enrollments, schedule changes and other monitoring information requests and reports and otherwise respond to all inquiries from the above listed staff.

### 2.4 Monitoring System Architecture

The Contractor shall provide information on monitoring system architecture to include the hardware, software and power source(s). This shall include a description of contingency plans for ensuring continuous uninterrupted monitoring upon the occurrence of a monitoring component or system failure.

### 3. Key events for Electronic Monitoring Systems

To ensure compliance with electronic monitoring restrictions, the Contractor shall test for the location of ESR Participants at specific locations randomly. The Contractor shall notify the Supervision Specialist and/or DRO Officers of any or all of the following applicable key events:

- a. Unauthorized absence from ESR Participant residence
- b. GPS zone violations
  - o Failure to return to ESR Participant residence from a scheduled absence
  - o Late arrivals or early departures from ESR Participant residence
- d. Equipment (including, but not limited to Transmitter, Monitoring unit) malfunctions.
- e. Tampering with equipment.
- f. Loss of electrical power or telephone service.
- g. Location verification failure.
- h. Missed calls from the Monitoring Unit.

Upon the occurrence of any Key Event the monitoring system shall notify the Supervision Specialist and DRO case officer using the Notification Schedule (See Notification Schedule, Appendix 4). The Contractor shall comply with the notification schedule for all Detention and Removal offices. Notification parameters in the monitoring system shall not exceed five

(5) minutes. The Contractor's system shall be capable of providing for two or more simultaneous or time-delayed backup notifications by pager or telephone.

#### 4. Remote Access to Monitoring System

The contractor shall provide officers a remote access capability via the Internet for accessing the monitoring system to view, print, download, and enter/modify participant monitoring information. The contractor shall provide one or more additional definable fields to allow for local customization of the system to accommodate a Field Office's desire to input and maintain other information as needed. The system shall have the ability to query the database by any field, to sort by any field, and to search on any field. Downloadable data shall be in a format that is compatible for use with Microsoft Access.

The remotely accessible system shall minimize user interaction whenever possible. Utilization of a scheduled batch facility for automatic off-hours production of reports is one example of minimized user interaction. The system shall also keep a behind-the-scenes historical transaction record of up to ten updates. The transaction log shall record the login ID and date of update for a minimum of 90 days.

The remotely accessible system shall provide a separate DRO/HQ management/supervisor interface.

The remotely accessible system shall have an adequate security infrastructure to prevent unauthorized users from gaining access to participant data. The system shall use the most current monitoring systems at multiple levels (e.g., firewall, database). The security system shall provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for criminal action.

#### 4.1 Remotely Accessible Database

The Contractor's remotely accessible database shall be compatible for use with Microsoft Access and shall provide a minimum number of database fields (specified below). The Government reserves the right to reasonably increase the number of fields at no additional cost. The following minimum specification for database fields, functions, and reports are as follows:

- a. Database Fields:
  - Participant ID
  - Last Name
  - First Name
  - Alien Registration Number
  - Alias
  - Participant type (e.g., pre-order, POCR)
  - Date of Birth
  - Sex
  - Office location
  - Country of birth

- Language spoken
  - Address
  - City, State
  - Zip code
  - Phone #
  - Phone #2
  - Time Zone
  - Daylight savings
  - Customizable Fields
  - Transmitter ID
    - a. Transmitter status
    - b. Monitoring Unit ID
    - c. Monitoring Unit configuration
    - d. Monitoring Unit status
    - e. Case officer name
    - f. ESR Participant schedule
      - i. Schedule overview
      - ii. Leave (out of range) date/time
      - iii. Enter (in range) date/time
- b. Event History of ESR Participant transactions
- Date
  - Event time
  - Receive time
  - Alarm events
  - Equipment type
  - Event group
  - Equipment status
- c. Equipment Inventory
- Transmitter ID's
  - Monitoring Unit ID's

#### 4.2 COTR Remote Access

The contractor shall provide the COTR remote access to the Monitoring System. The following items shall be monthly extractions available for remote viewing and downloading by the COTR:

- Installations/terminations by Field Office and immigration status of the ESR Participant at the point of termination.
- Actively monitored ESR Participants at the end of each month.
- ESR Participant schedule changes and alerts by Field Office and case type.
- Transmitters returned for repair and the repairs made.
- Time taken by monitoring center staff to answer Supervision Specialists' calls.

- Alerts of specific Key Events.
- Calls to Supervision Specialists.

#### 4.3 Telephone Access to the Monitoring Facility

The Contractor shall provide a toll-free telephone number for Supervision Specialists to call the Monitoring Center for technical support or assistance in entering, changing, or obtaining monitoring data. The maximum holding time for calls to the monitoring center for any purpose shall not exceed one minute.

#### 4.4 Database Functions/Reports

- **New ESR Participant Enrollments** – Supervision Specialists shall complete a new ESR Participant enrollment including relevant personal information for each participant, including name, address, alien registration number, telephone number(s), equipment serial numbers, case officer name, schedule curfew information and other pertinent information necessary to activate monitoring. The system must allow for, and differentiate between Temporary and Permanent schedules.
- **Data/Schedule Changes** – Supervision Specialists shall be able to have direct access to make participant data and/or changes without the need for faxing or monitoring operator input.
- **Caseload Review** – A listing of all ESR Participant names, associated transmitter/receiver serial numbers, the current real-time status of the ESR Participant referencing the single most recent event that was reported for each ESR Participant. Additional detail shall be available real-time events as they occur for each participant.
- **Supervision Specialist Caseload Report** – A report that provides the current participant list of a Supervision Specialist's assigned cases.
- **Event/Report Analysis** – Supervision Specialists shall be able to review real-time monitoring events as they occur, generate historical and analysis of events on-screen and download reports as needed.
- **Terminate ESR Participants** – Supervision Specialists shall be able to terminate monitoring on any ESR Participant on their caseload, once directed by the DHS local COTR.
- **Daily Summary Report** – A chronological list of all ESR Participants' activities including date and time of occurrence based on the report dates requested. The report shall include ESR Participant name, complete activity schedule, monitoring center comments, reference to any Key Events, and equipment configuration.
- **Equipment Utilization Report** – A report that shows by equipment ID.

5. Multi-lingual telephonic voice verification reporting system shall be provided.

a. System must operate 24/7 and be tied directly in the contractor-owned monitoring center.

b. Desired languages at a minimum are English, Spanish, Chinese (Mandarin, Cantonese, Fuzhou), Creole (Haiti), Vietnamese, Cambodian, Lao (Laos), Russian, Arabic, Hindi (India), Urdu (Pakistan), Portuguese, Canjobal/Quiche (Guatemala), Somali, Hindi/Bengali (India)

c. The Contractor shall implement policies and procedures prohibiting ESR Participants from using cellular/tracphones to access the telephonic reporting system.

**Appendix 4 - Notification Schedule**

<u>Key Event</u>	<u>Notification</u>	<u>Timeframe</u>
GPS Zone violation	Supervision Specialist DRO Case Officer	Immediate – 24/7 Immediate – 24/7
Unauthorized Absence	Supervision Specialist DRO Case Officer	Immediate – 24/7 Immediate – 24/7
Late Arrival	Supervision Specialist	Immediate – 24/7
Transmitter/Monitoring Unit Tamper	Supervision Specialist DRO Case Officer	Immediate – 24/7 Immediate – 24/7
Missed call-in from Monitoring Unit	Supervision Specialist	Immediate – 24/7
Monitoring Unit Location Verification Failure	Supervision Specialist	Immediate – 24/7
Missed Home Visit	Supervision Specialist DRO Case Officer	Immediate – 24/7
Missed Office Visit	Supervision Specialist DRO Case Officer	Immediate – 24/7
Missed Travel Document Action/Appointment	Supervision Specialist DRO Case Officer	Immediate – 24/7



**Appendix 5 – Deliverables Schedule**

The Contractor shall adhere to all requirements of SOW deliverables to include:

<b>Description</b>	<b>Copies</b>	<b>Delivery Time</b>	<b>Frequency</b>	<b>SOW Reference</b>
Operations Plan (including all components)	Five (5) paper and minimum of one (1) on Electronic Media	30 days from Award of Contract for approval	Update as needed or if no changes, verify annually	C.2.1.1
Transition Plan *	Five (5) paper and minimum of one (1) on Electronic Media	30 days from Award of Contract for approval	One Time Transition	C.2.1.1.b
Key Personnel Resume *	Three (3) paper and minimum of one (1) on Electronic Media	Prior to Notice to Proceed	Prior written concurrence from CO for appointment and replacement	C.2.1.1.i
Staffing Plan *	Five (5) paper and minimum of one (1) on Electronic Media	30 days from Award of Contract for approval	Update as needed or if no changes, verify annually	C.2.1.1.i
Employment Suitability Packages *	As required by DHS Security	45 days prior to EOD	As needed	C.2.1.1.i
Training Completion Report*	One (1) on Electronic Media	Monthly, by the 5 <sup>th</sup> business day of the month	Monthly	C.2.1.1.i
Employee Roster	One (1) on Electronic Media	Monthly, by the 5 <sup>th</sup> business day of the month	Monthly	C.2.1.1.i
Incident Reports *	1 – Local COTR 1 – HQ COTR	Verbal – immediate Written – within 24 hours	Upon Occurrence	C.2.1.1.i
Monthly Reports *	One (1) on Electronic Media	Monthly, by the 5 <sup>th</sup> business day of the month	Monthly	C.2.1.1.i
Annual Report *	5 Hard and minimum of one (1) on Electronic Media	30 days after the Period of Performance Completion	Annually	C.2.1.1.i

\* Components of Operations Plan

**Appendix 6 - Required Security Clause Sensitive/Unclassified Contracts**

**SECURITY REQUIREMENTS**

**GENERAL**

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract \_\_\_\_\_ requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

**SUITABILITY DETERMINATION**

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

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

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

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

**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.

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

The Contractor will report any adverse information coming to 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 DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible 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 Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

#### **INFORMATION TECHNOLOGY SECURITY CLEARANCE**

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data 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 Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

#### **INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT**

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

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

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

## Deliveries or Performance

### **F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.247-33	F.o.b. Origin, with Differentials	FED 2006

(End of clause)

### **F.2 Term of Contract**

The contract shall be effective as of the execution date and shall continue through one years (12 months). In addition two (2) one-years option may extend the period of performance to a total of three years (36 months).

(End of clause)

### **F.3 Principal Place of Performance**

The effort required under this contract shall be performed at:

29 locations identified in the CLINs in section B-1 Fixed Rates for Services – Indefinite Delivery / Indefinite Quantity Contract

(End of clause)

**Contract Administration Data**

**G.1 Invoicing**

The contractor shall submit one (1) original invoice to the Program Office POC, identified below. The program official must verify that the goods and services have been received/accepted prior to invoice processing by the Dallas Finance Center. Erroneous or improper invoices shall be returned to the vendor within seven days of receipt in accordance with the Prompt Payment Act.

Payment office address is:

Department of Homeland Security  
Immigration and Customs Enforcement  
ATTN: Debra Garretson  
Office of Detention and Removal  
425 I Street, NW Suite 6260  
Washington DC, 20536

Please note: the Contractor shall not mail an invoice directly to the Dallas Finance Center. DFC will not accept any invoices without certifying products/services received and accepted and signing the original invoice by both the receiving officer and the Contracting Officer. The signed invoice shall be forwarded to the Contracting Officer/Contract Specialist for authorization of invoice payment.

For inquiring payment status, the Contractor may call the DFC customer service at 214-915-6161, or by fax at 214-915-6262, between 7:30 a.m. and 4:30 p.m., Monday thru Friday CST. Email address is customerservice.dfc@dhs.gov

For questions regarding this order:

Contracting Officer: Patryk Drozd; Tel.#: (202) 307-0077  
COTR(s): Debra Garretson, Tel.#: (202) 616-8672  
Judith Sands, Tel.#: (202) 616-9793  
Roxann Dzur, Tel.#: (214) 732-2909

(End of clause)

## Contract Clauses

- I-1 Definitions. (JUL 2004) 52.202-1**
- I-2 Gratuities. (APR 1984) 52.203-3**
- I-3 Covenant Against Contingent Fees. (APR 1984) 52.203-5**
- I-4 Restrictions on Subcontractor Sales to the Government. (SEP 2006) 52.203-6**
- I-5 Anti-Kickback Procedures. (JUL 1995) 52.203-7**
- I-6 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997) 52.203-8**
- I-7 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997) 52.203-10**
- I-8 Limitation on Payments to Influence Certain Federal Transactions. (SEP 2005) 52.203-12**
- I-9 Security Requirements. (AUG 1996) 52.204-2**
- I-10 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000) 52.204-4**
- I-11 Central Contractor Registration. (JUL 2006) 52.204-7**
- I-12 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006) 52.209-6**
- I-13 Subcontractor Cost or Pricing Data. (OCT 1997) 52.215-12**
- I-14 Subcontractor Cost or Pricing Data - Modifications. (OCT 1997) 52.215-13**
- I-15 Option for Increased Quantity. (MAR 1989) 52.217-6**
- I-16 Option for Increased Quantity - Separately Priced Line Item. (MAR 1989) 52.217-7**
- I-17 Option to Extend Services. (NOV 1999) 52.217-8**
- I-18 Option to Extend the Term of the Contract. (MAR 2000) 52.217-9**
- I-19 Utilization of Small Business Concerns. (MAY 2004) 52.219-8**
- I-20 Convict Labor. (JUN 2003) 52.222-3**
- I-21 Prohibition of Segregated Facilities. (FEB 1999) 52.222-21**
- I-22 Equal Opportunity. (MAR 2007) 52.222-26**
- I-23 Drug-Free Workplace. (MAY 2001) 52.223-6**
- I-24 Toxic Chemical Release Reporting. (AUG 2003) 52.223-14**



- I-25 Privacy Act Notification. (APR 1984) 52.224-1**
- I-26 Privacy Act. (APR 1984) 52.224-2**
- I-27 Trade Agreements. (NOV 2006) 52.225-5**
- I-28 Restrictions on Certain Foreign Purchases. (FEB 2006) 52.225-13**
- I-29 Technical Data Declaration, Revision, and Withholding of Payment - Major Systems. (JAN 1997) 52.227-21**
- I-30 Rights to Proposal Data (Technical). (JUN 1987) 52.227-23**
- I-31 Federal, State, and Local Taxes. (APR 2003) 52.229-3**
- I-32 Payments. (APR 1984) 52.232-1**
- I-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003) 52.232-33**
- I-34 Disputes. (JUL 2002) 52.233-1**
- I-35 Protest after Award. (AUG 1996) 52.233-3**
- I-36 Applicable Law for Breach of Contract Claim. (OCT 2004) 52.233-4**
- I-37 Bankruptcy. (JUL 1995) 52.242-13**
- I-38 Changes - Fixed-Price. (AUG 1987) 52.243-1**
- I-39 Subcontracts for Commercial Items. (MAR 2007) 52.244-6**
- I-40 Limitation of Liability. (FEB 1997) 52.246-23**
- I-41 Limitation of Liability - Services. (FEB 1997) 52.246-25**
- I-42 Value Engineering. (FEB 2000) 52.248-1**
- I-43 Termination for Convenience of the Government (Fixed-Price). (MAY 2004) 52.249-2**
- I-44 Default (Fixed-Price Supply and Service). (APR 1984) 52.249-8**
- I-45 Computer Generated Forms. (JAN 1991) 52.253-1**
- I-46 Integrity of Unit Prices. (OCT 1997) 52.215-14**

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (*e.g.*, manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

(c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

**I-47 Ordering. (OCT 1995) 52.216-18**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**I-48 Order Limitations. (OCT 1995) 52.216-19**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than [n/a], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of [n/a];

(2) Any order for a combination of items in excess of [n/a]; or

(3) A series of orders from the same ordering office within [n/a] days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [ ] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**I-49 Indefinite Quantity. (OCT 1995) 52.216-22**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after *[insert date]*.

(End of clause)

**I-50 Rights in Data - General. (JUN 1987) 52.227-14**

(a) *Definitions.* Computer software, as used in this clause, means computer programs, computer data bases, and documentation thereof.

Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

Limited rights, as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

Limited rights data, as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data, as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

Unlimited rights, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.* (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in -

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to -

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;
- (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) *Copyright* - (1) *Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable

copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; *provided*, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) *Release, publication and use of data.* (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) *Unauthorized marking of data.* (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.* (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor -

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect

notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.* (1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) - (3) **Reserved**

(h) *Subcontracting.* The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

**I-51 Security requirements for unclassified information technology resources. (JUN 2006) 3052.204-70**

(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 [insert number of days] 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.

(End of clause)

**I-52 Contractor employee access. (JUN 2006) 3052.204-71**

(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.

(End of clause)

**I-53 Prohibition on contracts with corporate expatriates. (JUN 2006) 3052.209-70**

(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.

(End of provision)

**I-54 Organizational conflict of interest. (JUN 2006) 3052.209-72**

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting [*contracting officer shall insert description here*].

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract

awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

\_\_\_ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

\_\_\_ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

(End of provision)

**I-55 Key personnel or facilities. (DEC 2003) 3052.215-70**

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

Mr. Gary McInick  
ESR Project Director

(End of clause)

**I-56 Performance evaluation plan. (DEC 2003) 3052.216-72**

(a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor [insert number] calendar days prior to the start of the first evaluation period.

(b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor [insert number] calendar days prior to the start of the evaluation period to which the change will apply.

(End of clause)

**I-57 Small business subcontracting plan reporting. (JUN 2006) 3052.219-70**

(a) The Contractor shall enter the information for the Subcontracting Report for Individual Contracts (formally the Standard Form 294 (SF 294)) and the Summary Subcontract Report (formally the Standard Form 295 (SF-295)) into the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>.

(b) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.219-9.

(End of clause)

**I-58 Dissemination of contract information. (DEC 2003) 3052.242-71**

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of clause)

**I-59 Contracting officer's technical representative. (DEC 2003) 3052.242-72**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(c) The COTR(s) for this contract are identified as:

Judith Sands  
Immigration and Customs Enforcement  
425 I Street, NW  
Washington DC 20536  
202-616-9793 (w)

Debra Garretson  
Immigration and Customs Enforcement  
425 I Street, NW  
Washington DC 20536  
202-616-8672 (w)

Roxann Dzur  
Immigration and Customs Enforcement  
425 I Street, NW  
Washington DC 20536  
202-732-2909 (w)

The CO for this contract is identified as:

Patryk Drozd  
Immigration and Customs Enforcement  
425 I Street, NW  
Washington DC 20536  
202-305-8230 (w)

(End of clause)

**I-60 Organizational conflicts of interest 3052.209-72**

**ORGANIZATIONAL CONFLICT OF INTEREST**  
(Jul 2004) (Deviation)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting \_\_\_\_\_ (description)

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to mitigate or avoid such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

\_\_\_ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

\_\_\_ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included the mitigation plan in accordance with

paragraph (d) of this provision.

(d) **Mitigation/Waiver.** If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes it can be mitigated, neutralized, or avoided, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan. If not defined, then this provision applies fully.

(e) **Other Relevant Information:** In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) **Corporation Change.** The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

(g) **Flow-down.** The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

**Subpart 3009.507- 2 Contract Clause.** This subpart is added: The contracting officer shall insert a clause substantially the same as the clause at 3052.209-73, Limitation of Contracting in solicitations and contracts when a potential organizational conflict of interest exists and mitigation is not feasible.

(End of clause)

#### **I-61 Information Technology Systems Access for Contractors 3052.237-71**

##### **INFORMATION TECHNOLOGY SYSTEMS ACCESS FOR CONTRACTORS (NOV 2004) (Deviation)**

(a) "Sensitive Information" means information that is:

(1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual; or

(2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or

(3) Sensitive but Unclassified Information (SBU), which consists of any other unclassified information which:

(i) if lost, misused, modified, or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 U.S.C. section 552a; and,

(ii) if provided by the government to the contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.

(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) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of personnel who are non-U.S. citizen after contract award shall also be reported to the contracting officer.

(g) 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.

(h) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the COTR will arrange, and complete any nondisclosure agreement furnished by DHS.

(i) The contractor shall have access only to those areas of DHS Organizational Element (OE) information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(j) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, nor is it Government Furnished Equipment (GFE).

(k) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(l) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Organizational Element or designee, with the concurrence of the Office of Security and Department's CIO or designee. In order for a waiver to be granted:

(i) The individual must be a legal permanent resident of the U.S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State.

(ii) All required security forms specified by the government and any necessary background check must be satisfactorily completed.

(iii) There must be a compelling reason for using this individual as opposed to a U.S. citizen.

(iv) The waiver must be in the best interest of the Government.



(End of clause)

**I-62 Qualifications of Contractor Employees 3052.237-70**

**QUALIFICATIONS OF CONTRACTOR EMPLOYEES  
(NOV 2004) (Deviation)**

(a) "Sensitive Information" means information that is:

(1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual; or

(2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or

(3) Sensitive but Unclassified Information (SBU), which consists of any other unclassified information which:  
(i) if lost, misused, modified, or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 U.S.C. section 552a; and,  
(ii) if provided by the government to the contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.

(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.

(End of clause)