

Company Name:
BI Incorporated

Contract Number:
HSCECR-09-D-00002 (HSCECR09D00002)

Requisition/Reference Number:
192109CED0ATD0004

Latest Modification Processed:
N/A

Period of Performance:
7/20/2009 through 7/19/2014

Services Provided:
Providing professional support services for the Intensive Supervision Appearance Program (ISAP) II for the ICE/DRO/Alternatives to Detention (ATD) Unit.

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 11
2. CONTRACT (Proc. Inst. Ident.) NO. HSCECR-09-D-00002		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST SUBJECT NO. 192109CED0ATD0004	
5. ISSUED BY ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800 Washington DC 20536	CODE ICE/CR/COMPLIANCE	6. ADMINISTERED BY (If other than Item 5) ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 930 Attn: Tricia L. Jackson-Harris Washington DC 20536		CODE ICE/CR/COMPLIANCE

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) BI INCORPORATED 6400 LOOKOUT ROAD BOULDER CO 803013377	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT Net 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
	ITEM

CODE 0941609590000	FACILITY CODE
11. SHIP TO/MARK FOR ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536	CODE ICE/DRO
	12. PAYMENT WILL BE MADE BY DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-DRO-FHQ-CED Williston VT 05495-1620
	CODE ICE-DRO-FHQ-CED

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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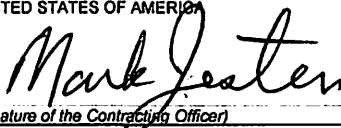
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT	\$0.00
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(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. <input type="checkbox"/> 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 identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following 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. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HSCECR-09-R-00004 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.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Mark Jesten
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
19C. DATE SIGNED	20C. DATE SIGNED 7/20/09
BY (Signature of person authorized to sign)	BY  (Signature of the Contracting Officer)

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NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 094160959 CONTRACT AWARD HSCECR-09-D-00002 - PROFESSIONAL SUPPORT SERVICES FOR THE INTENSIVE SUPERVISION APPEARANCE PROGRAM (ISAP) II FOR THE ICE/DRO/ALTERNATIVES-TO-DETENTION (ATD) UNIT.</p> <p>Delivery: 30 Days After Award FOB: Destination Period of Performance: 07/20/2009 to 07/19/2014</p> <p>CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW.</p> <p>CLIN 0001 Base Year Amount: [REDACTED] x 12 Months = [REDACTED] Obligated Amount: \$0.00</p> <p>Accounting Info: Attachment A Funded: \$0.00</p>	12	MO	[REDACTED]	
0002	<p>SUPERVISION SUB-CONTRACT LINE ITEMS (SLINs):</p> <p>The Contractor shall administer, monitor, track, and report various stages of supervision (i.e. PRE, POST, Appeal, POCR-RFR, and POCR-NFR) for each ISAP II participant in accordance with Sections 5.2.4.2 and 5.2.4.3 of the SOW. The requirements for each stage and corresponding levels of supervision will be provided under SLINs 0002A, 0002B, 0002C, 0002D, and 0002E.</p> <p>Base Period of Performance: 20 July 2009 through 19 July 2010 (Not Separately Priced)</p> <p>Accounting Info: [REDACTED]</p> <p>Funded: \$0.00</p>		EA		0.00
0002A	<p>Pre-Order Supervision (PRE) Continued ...</p>	[REDACTED]			

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the Pre-Order Supervision (PRE) stage in accordance with Section 5.2.4.3.1 of the SOW.</p> <p>CLIN 0002A Base Year NTE Amount: b4 x \$b4 ea = \$b4</p> <p>Base Period of Performance: 20 July 2009 through 19 July 2010</p> <p>Obligated Amount: \$0.00</p> <p>Accounting Info: b2High -----</p> <p>Funded: \$0.00</p>				
0002B	<p>Post-Order Supervision (POST) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the Post-Order Supervision (POST) stage in accordance with Section 5.2.4.3.2 of the SOW.</p> <p>CLIN 0002B Base Year NTE Amount: b4 x \$b4 ea = \$b4</p> <p>Base Period of Performance: 20 July 2009 through 19 July 2010</p> <p>Obligated Amount: \$0.00</p> <p>Accounting Info: b2High -----</p> <p>Funded: \$0.00</p>	b4	EA		b4
0002C	<p>Appeal Period Supervision (Appeal) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, Continued ...</p>	b4	EA		b4

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>and report ISAP II participants in the Appeal Period Supervision (Appeal) stage in accordance with Section 5.2.4.3.3 of the SOW.</p> <p>CLIN 0002C Base Year NTE Amount: b4 x b4 ea = b4</p> <p>Base Period of Performance: 20 July 2009 through 19 July 2010</p> <p>Obligated Amount: \$0.00</p> <p>Accounting Info: b2High</p> <p>Funded: \$0.00</p>				
0002D	<p>POCR-Reasonably Foreseeable Removal (RFR) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Reasonably Foreseeable Removal (RFR) stage in accordance with Section 5.2.4.3.4 of the SOW.</p> <p>CLIN 0002D Base Year NTE Amount: b4 x b4 ea = b4</p> <p>Base Period of Performance: 20 July 2009 through 19 July 2010</p> <p>Obligated Amount: \$0.00</p> <p>Accounting Info: b2High</p> <p>Funded: \$0.00</p>		b4	EA	b4
0002E	<p>POCR-Non-Foreseeable Removal (NFR) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section 5.2.4.3.5 of the SOW. Continued ...</p>		b4	EA	b4

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CLIN 0002E Base Year NTE Amount: b4 x b4 ea = b4</p> <p>Base Period of Performance: 20 July 2009 through 19 July 2010</p> <p>Obligated Amount: \$0.00</p> <p>Accounting Info: b2High</p> <p>Funded: \$0.00</p>				
0003	<p>ELECTRONIC MONITORING (EM) SUB-CONTRACT LINE ITEMS (SLINs):</p> <p>The Contractor shall provide Electronic Monitoring (EM) Services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLINs 0003A, 0003B, and 0003C.</p> <p>Base Period of Performance: 20 July 2009 through 19 July 2010</p> <p>(Not Separately Priced)</p> <p>Accounting Info: b2High</p> <p>Funded: \$0.00</p>		EA		0.00
0003A	<p>EM - Telephonic Reporting (TR)</p> <p>Fixed Unit Price</p> <p>The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM TR supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.</p> <p>CLIN 0003A Base Year NTE Amount: b4 x b4 ea = b4</p> <p>Continued ...</p>	b4	EA	b4	

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Base Period of Performance: 20 July 2009 through 19 July 2010</p> <p>Obligated Amount: \$0.00</p> <p>Accounting Info: b2High -----</p> <p>Funded: \$0.00</p>				
0003B	<p>EM Global Positioning System/Active (GPS/A) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/A supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.</p> <p>CLIN 0003B Base Year NTE Amount: b4 X b4 ea = b4</p> <p>Base Period of Performance: 20 July 2009 through 19 July 2010</p> <p>Obligated Amount: \$0.00</p> <p>Accounting Info: b2High -----</p> <p>Funded: \$0.00</p>		b4	EA	b4
0003C	<p>EM Global Positioning System/Passive (GPS/P) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/P supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.</p> <p>CLIN 0003C Base Year NTE Amount: b4 X b4 ea = \$b4</p> <p>Base Period of Performance: 20 July 2009 through 19 July 2010 Continued ...</p>	b4		EA	b4

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>Obligated Amount: \$0.00</p> <p>Accounting Info: b2High [REDACTED]</p> <p>Funded: \$0.00</p> <p>Transition-In Services Fixed Price</p> <p>The Contractor shall provide a sixty (60) day transition schedule/plan which details the Contractor's approach for ensuring an orderly transition from the incumbent Contractor, with no degradation of service, in advance of day one of the start of contract performance. Transition-In Services shall be performed in accordance with the Government approved Transition Plan which will be incorporated into this contract by reference.</p> <p>CLIN 0004 Base Year Amount: b4 Months x b4 ea = \$b4</p> <p>Base Period of Performance: 20 July 2009 through 20 September 2009</p> <p>Obligated Amount: \$0.00</p> <p>Accounting Info: b2High [REDACTED]</p> <p>Funded: \$0.00</p>			b4 MO b4	
1001	<p>CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW.</p> <p>CLIN 1001 Base Year Amount: \$b4 x b4 Months = \$b4 (Option Line Item) 05/19/2010 Continued ...</p>			b4 MO b4	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002	<p>Accounting Info: b2High [REDACTED] -----</p> <p>Funded: \$0.00</p> <p>SUPERVISION SUB-CONTRACT LINE ITEMS (SLINS):</p> <p>The Contractor shall administer, monitor, track, and report various stages of supervision (i.e. PRE, POST, Appeal, POCR-RFR, and POCR-NFR) for each ISAP II participant in accordance with Sections 5.2.4.2 and 5.2.4.3 of the SOW. The requirements for each stage and corresponding levels of supervision will be provided under SLINs 1002A, 1002B, 1002C, 1002D, and 1002E.</p> <p>Option Year 1 Period of Performance: 20 July 2010 through 19 July 2011 (Option Line Item) 05/19/2010 (Not Separately Priced)</p>		EA		0.00
1002A	<p>Accounting Info: b2High [REDACTED] -----</p> <p>Funded: \$0.00</p> <p>Pre-Order Supervision (PRE) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the Pre-Order Supervision (PRE) stage in accordance with Section 5.2.4.3.1 of the SOW.</p> <p>CLIN 1002A OY 1 NTE Amount: b4 [REDACTED] x b4 [REDACTED] = b4 [REDACTED] (Option Line Item) 05/19/2010</p> <p>Accounting Info: b2High [REDACTED] -----</p> <p>Funded: \$0.00</p> <p>Continued ...</p>	b4 [REDACTED]	EA	b4 [REDACTED]	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002B	<p>Post-Order Supervision (POST) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the Post-Order Supervision (POST) stage in accordance with Section 5.2.4.3.2 of the SOW.</p> <p>CLIN 1002B OY 1 NTE Amount: b4 x \$b4 = \$b4 (Option Line Item) 05/19/2010</p> <p>Accounting Info: b2High ----- Funded: \$0.00</p>	b4		EA	b4 0.
1002C	<p>Appeal Period Supervision (Appeal) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the Appeal Period Supervision (Appeal) stage in accordance with Section 5.2.4.3.3 of the SOW.</p> <p>CLIN 1002C OY 1 NTE Amount: b4 x \$b4 = \$b4 (Option Line Item) 05/19/2010</p> <p>Accounting Info: b2High ----- Funded: \$0.00</p>	b4		EA	b4
1002D	<p>POCR-Reasonably Foreseeable Removal (RFR) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Reasonably Foreseeable Removal (RFR) stage in accordance with Section 5.2.4.3.4 of the SOW.</p> <p>CLIN 1002D OY 1 NTE Amount: Continued ...</p>	b4		EA	b4 C

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002E	<p>b4 x b4 = b4 (Option Line Item) 05/19/2010</p> <p>Accounting Info: b2High -----</p> <p>Funded: \$0.00</p> <p>POCR-Non-Foreseeable Removal (NFR) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section 5.2.4.3.5 of the SOW.</p> <p>CLIN 1002E OY 1 NTE Amount: b4 x b4 = b4 (Option Line Item) 05/19/2010</p> <p>Accounting Info: b2High -----</p> <p>Funded: \$0.00</p>	b4	EA	b4	0.00
1003	<p>ELECTRONIC MONITORING (EM) SUB-CONTRACT LINE ITEMS (SLINs):</p> <p>The Contractor shall provide Electronic Monitoring (EM) services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLINs 1003A, 1003B, and 1003C.</p> <p>Option Year 1 Period of Performance: 20 July 2010 through 19 July 2011 (Option Line Item) 05/19/2010 (Not Separately Priced)</p> <p>Accounting Info: b2High Continued ...</p>		EA		0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003A	<p>b2High ----- Funded: \$0.00</p> <p>EM Telephonic Reporting (TR) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM TR supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.</p> <p>CLIN 1003A OY 1 NTE Amount: b4 x b4 = b4 (Option Line Item) 05/19/2010</p> <p>Accounting Info: b2High ----- Funded: \$0.00</p>	b4	EA	b4	0.00
1003B	<p>EM Global Positioning System/Active (GPS/A) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/A supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.</p> <p>CLIN 1003B OY 1 NTE Amount: b4 x b4 = b4 (Option Line Item) 05/19/2010</p> <p>Accounting Info: b2High ----- Funded: \$0.00</p>	b4	EA	b4	0.00
1003C	<p>EM Global Positioning System/Passive (GPS/P) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>Continued ...</p>	b4	EA	b4	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/P supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.</p> <p>CLIN 1003C OY 1 NTE Amount: b4 x b4 = b4 (Option Line Item) 05/19/2010</p> <p>Accounting Info: b2High -----</p> <p>Funded: \$0.00</p>				
2001	<p>CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW.</p> <p>CLIN 2001 OY 2 Amount: b4 x b4 Months = b4 (Option Line Item) 05/19/2011</p> <p>Accounting Info: b2High -----</p> <p>Funded: \$0.00</p>	b4	MO	b4	0.00
2002	<p>SUPERVISION SUB-CONTRACT LINE ITEMS (SLINs):</p> <p>The Contractor shall administer, monitor, track, and report various stages of supervision (i.e. PRE, POST, Appeal, POCR-RFR, and POCR-NFR) for each ISAP II participant in accordance with Sections 5.2.4.2 and 5.2.4.3 of the SOW. The requirements for each stage and corresponding levels of supervision will be provided under SLINs 2002A, 2002B, 2002C, 2002D, and 2002E.</p> <p>Option Year 2 Period of Performance: 20 July 2011 through 19 July 2012 Continued ...</p>		EA		0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002A	<p>(Option Line Item) 05/19/2011 (Not Separately Priced)</p> <p>Accounting Info: b2High -----</p> <p>Funded: \$0.00</p> <p>Pre-Order Supervision (PRE) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)^o</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the Pre-Order Supervision (PRE) stage in accordance with Section 5.2.4.3.1 of the SOW.</p> <p>CLIN 2002A OY 2 NTE Amount: b4 x b4 = \$ b4</p> <p>(Option Line Item) 05/19/2011</p> <p>Accounting Info: b2High -----</p> <p>Funded: \$0.00</p>	b4	EA	b4	0.00
2002B	<p>Post-Order Supervision (POST) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the Post-Order Supervision (POST) stage in accordance with Section 5.2.4.3.2 of the SOW.</p> <p>CLIN 2002B OY 2 NTE Amount: b4 x b4 = b4</p> <p>(Option Line Item) 05/19/2011</p> <p>Accounting Info: b2High -----</p> <p>Funded: \$0.00</p> <p>Continued ...</p>	b4	EA	b4	0.

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002C	<p>Appeal Period Supervision (Appeal) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the Appeal Period Supervision (Appeal) stage in accordance with Section 5.2.4.3.3 of the SOW.</p> <p>CLIN 2002C OY 2 NTE Amount: b4 x \$ b4 = b4 (Option Line Item) 05/19/2011</p> <p>Accounting Info: b2High ----- Funded: \$0.00</p>	b4		EA	b4
2002D	<p>POCR-Reasonably Foreseeable Removal (RFR) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Reasonably Foreseeable Removal (RFR) stage in accordance with Section 5.2.4.3.4 of the SOW.</p> <p>CLIN 2002D OY 2 NTE Amount: b4 x \$ b4 = \$ b4 (Option Line Item) 05/19/2011</p> <p>Accounting Info: b2High ----- Funded: \$0.00</p>	b4		EA	b4
2002E	<p>POCR-Non-Foreseeable Removal (NFR) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section 5.2.4.3.5 of the SOW.</p> <p>Continued ...</p>	b4		EA	b4 0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CLIN 2002E OY 2 NTE Amount: b4 x b4 = \$b4 (Option Line Item) 05/19/2011</p> <p>Accounting Info: b2High ----- Funded: \$0.00</p>				
2003	<p>ELECTRONIC MONITORING (EM) SUB-CONTRACT LINE ITEMS (SLINs):</p> <p>The Contractor shall provide Electronic Monitoring (EM) Services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLINs 0003A, 0003B, and 0003C.</p> <p>Base Period of Performance: 20 July 2011 through 19 July 2012</p> <p>(Option Line Item) 05/19/2011 (Not Separately Priced)</p> <p>Accounting Info: b2High ----- Funded: \$0.00</p>		EA		0.00
2003A	<p>EM Telephonic Reporting (TR) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM TR supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.</p> <p>CLIN 2003A OY 2 NTE Amount: b4 x b4 = \$b4 (Option Line Item) 05/19/2011</p> <p>Continued ...</p>	b4	EA	b4	0.00

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2003B	<p>Accounting Info: b2High ----- Funded: \$0.00</p> <p>EM Global Positioning System/Active (GPS/A) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/A supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.</p> <p>CLIN 2003B OY 2 NTE Amount: b4 x b4 = \$b4 (Option Line Item) 05/19/2011</p> <p>Accounting Info: b2High ----- Funded: \$0.00</p>		b4	EA	b4
2003C	<p>EM Global Positioning System/Passive (GPS/P) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/P supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.</p> <p>CLIN 2003C OY 2 NTE Amount: b4 x b4 = b4 (Option Line Item) 05/19/2011</p> <p>Accounting Info: b2High ----- Funded: \$0.00</p>	b4	EA	b4	0.00
3001	<p>CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, Continued ...</p>	b4	MO	b4	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW.</p> <p>CLIN 3001 OY 3 Amount: [b4] x [b4] Months = \$[b4] (Option Line Item) 05/19/2012</p> <p>Accounting Info: [b2High] ----- Funded: \$0.00</p>				
3002	<p>SUPERVISION SUB-CONTRACT LINE ITEMS (SLINs):</p> <p>The Contractor shall administer, monitor, track, and report various stages of supervision (i.e. PRE, POST, Appeal, POCR-RFR, and POCR-NFR) for each ISAP II participant in accordance with Sections 5.2.4.2 and 5.2.4.3 of the SOW. The requirements for each stage and corresponding levels of supervision will be provided under SLINs 3002A, 3002B, 3002C, 3002D, and 3002E.</p> <p>Option Year 3 Period of Performance: 20 July 2012 through 19 July 2013 (Option Line Item) 05/19/2012 (Not Separately Priced)</p> <p>Accounting Info: [b2High] ----- Funded: \$0.00</p>		EA		0.00
3002A	<p>Pre-Order Supervision (PRE) Fixed Unit Price The unit [EA] represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the Pre-Order Supervision (PRE) stage in accordance with Section 5.2.4.3.1 of the SOW.</p> <p>Continued ...</p>	[b4]	EA	[b4]	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CLIN 3002A OY 3 NTE Amount: b4 x b4 = \$b4 (Option Line Item) 05/19/2012</p> <p>Accounting Info: b2High ----- Funded: \$0.00</p>				
3002B	<p>Post-Order Supervision (POST) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the Post-Order Supervision (POST) stage in accordance with Section 5.2.4.3.2 of the SOW.</p> <p>CLIN 3002B OY 3 NTE Amount: b4 x b4 = b4 (Option Line Item) 05/19/2012</p> <p>Accounting Info: b2High ----- Funded: \$0.00</p>	b4	EA	b4	0.
3002C	<p>Appeal Period Supervision (Appeal) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the Appeal Period Supervision (Appeal) stage in accordance with Section 5.2.4.3.3 of the SOW.</p> <p>CLIN 3002C OY 3 NTE Amount: b4 x b4 = b4 (Option Line Item) 05/19/2012</p> <p>Accounting Info: b2High ----- Funded: \$0.00 Continued ...</p>	b4	EA	b4	

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3002D	<p>POCR-Reasonably Foreseeable Removal (RFR) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Reasonably Foreseeable Removal (RFR) stage in accordance with Section 5.2.4.3.4 of the SOW.</p> <p>CLIN 3002D OY 3 NTE Amount: b4 x b4 = b4 (Option Line Item) 05/19/2012</p> <p>Accounting Info: b2High ----- Funded: \$0.00</p>	b4	EA	b4	C
3002E	<p>POCR-Non-Foreseeable Removal (NFR) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section 5.2.4.3.5 of the SOW.</p> <p>CLIN 3002E OY 3 NTE Amount: b4 x b4 = b4 (Option Line Item) 05/19/2012</p> <p>Accounting Info: b2High ----- Funded: \$0.00</p>	b4	EA	b4	0.00
3003	<p>ELECTRONIC MONITORING (EM) SUB-CONTRACT LINE ITEMS (SLINs):</p> <p>The Contractor shall provide Electronic Monitoring (EM) Services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM Continued ...</p>		EA		0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>services shall be provided under SLINs 0003A, 0003B, and 0003C.</p> <p>Option Year 3 Period of Performance: 20 July 2012 through 19 July 2013 (Option Line Item) 05/19/2012 (Not Separately Priced)</p> <p>Accounting Info: b2High [REDACTED] -----</p> <p>Funded: \$0.00</p>				
3003A	<p>EM Telephonic Reporting (TR) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM TR supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.</p> <p>CLIN 3003A OY 3 NTE Amount: b4 [REDACTED] x b4 [REDACTED] = \$b4 [REDACTED] (Option Line Item) 05/19/2012</p> <p>Accounting Info: b2High [REDACTED] -----</p> <p>Funded: \$0.00</p>	b4	EA	b4	0.00
3003B	<p>EM Global Positioning System/Active (GPS/A) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/A supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.</p> <p>CLIN 3003B OY 3 NTE Amount: b4 [REDACTED] x b4 [REDACTED] = \$b4 [REDACTED] (Option Line Item) Continued ...</p>	b4	EA	b4	

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	05/19/2012 Accounting Info: b2High [REDACTED] ----- Funded: \$0.00				
3003C	EM Global Positioning System/Passive (GPS/P) Fixed Unit Price The unit <input type="checkbox"/> EA represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/P supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW. CLIN 3003C OY 3 NTE Amount: b4 x \$b4 = \$b4 (Option Line Item) 05/19/2012 Accounting Info: b2High [REDACTED] ----- Funded: \$0.00	b4	EA	b4	0.00
4001	CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW. CLIN 4001 OY 4 Amount: b4 x b4 Months = \$b4 (Option Line Item) 05/19/2013 Accounting Info: b2High [REDACTED] ----- Funded: \$0.00	b4	MO	b4	0.00
4002	SUPERVISION SUB-CONTRACT LINE ITEMS (SLINs): Continued ...		EA		0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The Contractor shall administer, monitor, track, and report various stages of supervision (i.e. PRE, POST, Appeal, POCR-RFR, and POCR-NFR) for each ISAP II participant in accordance with Sections 5.2.4.2 and 5.2.4.3 of the SOW. The requirements for each stage and corresponding levels of supervision will be provided under SLINs 4002A, 4002B, 4002C, 4002D, and 4002E.</p> <p>Option Year 4 Period of Performance: 20 July 2013 through 19 July 2014 (Option Line Item) 05/19/2013 (Not Separately Priced)</p> <p>Accounting Info: b2High -----</p> <p>Funded: \$0.00</p>				
4002A	<p>Pre-Order Supervision (PRE) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the Pre-Order Supervision (PRE) stage in accordance with Section 5.2.4.3.1 of the SOW.</p> <p>CLIN 4002A OY 4 NTE Amount: b4 x b4 = \$ b4 (Option Line Item) 05/19/2013</p> <p>Accounting Info: b2High -----</p> <p>Funded: \$0.00</p>	b4	EA	b4	0.00
4002B	<p>Post-Order Supervision (POST) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the Post-Order Supervision (POST) stage in accordance with Section 5.2.4.3.2 of the SOW. Continued ...</p>	b4	EA	b4	0.

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CLIN 4002B OY 4 NTE Amount: [REDACTED] x \$[REDACTED] = \$[REDACTED] (Option Line Item) 05/19/2013</p> <p>Accounting Info: [REDACTED] ----- Funded: \$0.00</p>				
4002C	<p>Appeal Period Supervision (Appeal) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the Appeal Period Supervision (Appeal) stage in accordance with Section 5.2.4.3.3 of the SOW.</p> <p>CLIN 4002C OY 4 NTE Amount: [REDACTED] x \$[REDACTED] = \$[REDACTED] (Option Line Item) 05/19/2013</p> <p>Accounting Info: [REDACTED] ----- Funded: \$0.00</p>		[REDACTED]	EA	[REDACTED]
4002D	<p>POCR-Reasonably Foreseeable Removal (RFR) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Reasonably Foreseeable Removal (RFR) stage in accordance with Section 5.2.4.3.4 of the SOW.</p> <p>CLIN 4002D OY 4 NTE Amount: [REDACTED] x \$[REDACTED] = \$[REDACTED] (Option Line Item) 05/19/2013</p> <p>Accounting Info: [REDACTED] ----- Continued ...</p>		[REDACTED]	EA	[REDACTED]

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4002E	<p>Funded: \$0.00</p> <p>POCR-Non-Foreseeable Removal (NFR) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section 5.2.4.3.5 of the SOW.</p> <p>CLIN 4002E OY 4 NTE Amount: b4 x \$b4 = \$b4 (Option Line Item) 05/19/2013</p> <p>Accounting Info: b2High</p> <p>Funded: \$0.00</p>	b4	EA	b4	0.00
4003	<p>ELECTRONIC MONITORING (EM) SUB-CONTRACT LINE ITEMS (SLINs):</p> <p>The Contractor shall provide Electronic Monitoring (EM) Services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLINs 0003A, 0003B, and 0003C.</p> <p>Option Year 4 Period of Performance: 20 July 2013 through 19 July 2014 (Option Line Item) 05/19/2013 (Not Separately Priced)</p> <p>Accounting Info: b2High</p> <p>Funded: \$0.00</p>		EA		0.00
4003A	<p>EM Telephonic Reporting (TR) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>Continued ...</p>	b4	EA	b4	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM TR supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.</p> <p>CLIN 4003A OY 4 NTE Amount: b4 x b4 = \$b4 (Option Line Item) 05/19/2013</p> <p>Accounting Info: b2High ----- Funded: \$0.00</p>				
4003B	<p>EM Global Positioning System/Active (GPS/A) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/A supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.</p> <p>CLIN 4003B OY 4 NTE Amount: b4 x b4 = b4 (Option Line Item) 05/19/2013</p> <p>Accounting Info: b2High ----- Funded: \$0.00</p>	b4	EA	b4	b4
4003C	<p>EM Global Positioning System/Passive (GPS/P) Fixed Unit Price The unit <input type="checkbox"/>EA represents a Participant Day (PD)</p> <p>The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/P supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.</p> <p>CLIN 4003C OY 4 NTE Amount: b4 x b4 = \$b4 Continued ...</p>	b4	EA	b4	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(Option Line Item) 05/19/2013</p> <p>Accounting Info: b2High [REDACTED]</p> <p>Funded: \$0.00 PLEASE NOTE THE FOLLOWING:</p> <ol style="list-style-type: none"> 1. This award incorporates BI Incorporated's proposal dated May 18, 2009 to include the Staffing Plan, the individual Subcontracting Plan, and all Operations Plans. 2. This award is an Indefinite Delivery-Requirements (ID-R) contract. The Government has provided estimated, maximum quantities of participant days (PDs) for each Supervision and EM SLIN in each contract year. There will be no minimum number of guaranteed PDs. 3. The Government will only pay for each PD managed by BI in each SLIN, along with the fixed monthly price for contract program management. 4. The total amount for each SLIN, in any contract year, represents the total not-to-exceed amount. The contractor exceeds these amounts at its own risk. 5. The total contract ceiling will be the cumulative price of all CLIN/SLINs referenced herein for any contract period. 6. The Government reserves the right to exceed the estimated number of PDs in any particular stage within the overall contract annual ceiling. 7. Task Orders will be issued on an annual basis against Contract HSCECR-09-D-00002 to incrementally fund ISAP II services. <p>The total amount of award: \$372,814,176.80. The obligation for this award is shown in box 15G.</p>				



U.S. Immigration and Customs Enforcement

**Office of Detention and Removal
Compliance Enforcement Division
Alternatives-To-Detention Unit**

INTENSIVE SUPERVISION APPEARANCE PROGRAM (ISAP) II

STATEMENT OF WORK

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INTENSIVE SUPERVISION APPEARANCE PROGRAM II (ISAP II) STATEMENT OF WORK

1 BACKGROUND

The Alternatives to Detention (ATD) Unit of the Office of Detention and Removal Operations (DRO) within the U.S. Department of Homeland Security's (DHS) Immigration and Customs Enforcement (ICE) component is responsible for the development and implementation of programs that provide cost-effective alternatives to secure detention as a means of supervising the non-detained population. These alternatives to secure detention are designed to improve rates of appearance at immigration interviews and hearings by aliens released from secure detention and otherwise part of the non-detained population (i.e. those who have never been detained), and also intended to improve compliance with final orders issued by immigration judges by non-detained aliens.

Approximately 32,000 persons are held in secure detention by DRO each day. This population includes aliens in the United States who are in violation of the Immigration and Nationality Act (INA) who pose a threat to community safety, national security, and/or may be a flight risk, in addition to those aliens required to be detained under specific provisions of the INA.

Limited detention capacity and an increasing detainee population coupled with the need to lower alien absconder rates have sparked national efforts over the past several years to integrate into DRO's general practices the use of various alternatives to detention for aliens who do not require mandatory detention in accordance with the INA. Alternatives to detention offer the prospect of a considerable cost savings over secure detention for eligible aliens.

The ATD Unit currently manages two contract programs: the Intensive Supervision Appearance Program (ISAP) and the Enhanced Supervision/Reporting (ESR) Program. The current ISAP contract expires on September 20, 2009. This statement of work (SOW) describes the government's requirements for the follow-on contract, ISAP II.

ISAP is a core community-based supervision and in-person reporting program. Activities of aliens released from ICE custody in the ISAP program are monitored by case specialists (i.e. contractors). Aliens participating in this release program must participate in or comply with a variety of activities and reporting requirements designed to successfully reintegrate the alien into his or her community while awaiting removal (i.e. travel to their country of origin). Requirements include home and local office visits, employment verification, and curfews. To ensure successful completion of the program, ISAP relies on electronic GPS monitoring devices, telephonic reporting and unannounced

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home visits. Participants must also report to their assigned ISAP office regularly for face-to-face interviews.

Current operational ISAP and ESR offices are listed in Appendix B, Table B-1. Depending on available funding during the execution of the ISAP II contract, DRO intends to expand its ISAP coverage to the additional DRO Field Office and Sub-Office locations under the ISAP II contract as described in Appendix B, Table B-2, both through establishment of new contractor facilities and assignment of contractor personnel working on-site at government facilities.

2 OBJECTIVES

The purpose of this contract is to provide highly structured community-based supervision that emphasizes compliance with the INA and implementing regulations, and appearance at Immigration Court proceedings, for aliens 18 years and older, not in custody.

3 DEFINITIONS

See Appendix A, Terms and Definitions, for terms and definitions related to performance of this contract.

4 OPERATING CONSTRAINTS/ASSUMPTIONS

Contract performance shall fully comply with the following:

- The Immigration and Nationality Act (INA) as amended, 8 U.S.C. 1101 et seq.
- Homeland Security Act of 2002 (HSA), as amended
- Title 8 Code of Federal Regulations (CFR), as amended

5 SCOPE

The contractor shall develop and implement a service plan and perform services in accordance with the requirements of this SOW at DRO locations nationwide. The current locations are shown in Appendix B. The services provided shall consist of community-based supervision, in-person reporting, and electronic monitoring. The organization, design, and administration of the program shall comply with all applicable federal, state, and local licensing provisions, as well as DRO requirements as put forth in this SOW and elsewhere in the ISAP II contract. The contractor shall provide management oversight for the implementation and operations set forth in this SOW, and shall not refuse to accept any program participant assigned by DRO.

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5.1 Quality Assurance

For all areas of responsibility detailed within this SOW, the contractor shall also define and implement quality assurance review and internal audit procedures in its ISAP II Quality Assurance Plan (refer to RFP Section L, Instructions, Conditions And Notices To Offerors), execute and document the results of such reviews and audits, and ensure that all documentation (e.g. internal audit reports) related to them are available to the Contracting Officer's Technical Representative (COTR) and/or Contracting Officer (CO) at any time during the execution and close-out of the ISAP II contract.

5.2 Case Management Requirements

The contractor shall operate a Case Management process to include, but not be limited to the following:

5.2.1 Case Management System. The contractor shall establish a case management system for administering and supervising all aspects of a participant's involvement in the program. The system shall provide for monitoring and documenting a participant's compliance from entry to release from the program. The contractor shall be proactive in managing cases and use all appropriate tools and techniques available. This includes use of the Public Access to Court Electronic Records (PACER) system to obtain immediate knowledge when an immigration court decision is issued, as well as making inquiries with courts.

The Contractor shall use PACER and any other relevant public systems to ascertain each Participant's status with the EOIR, and make the appropriate updates and adjustments in their database for tracking and reporting purposes (see also 7.1.6). Such adjustments and updates include, but are not limited to: changes from PRE-ORDER to POST-ORDER supervisory stages, from POST-ORDER to APPEAL, etc. as applicable.

5.2.2 Case Records. The contractor shall develop, maintain, and safeguard individual program participant case records at the contractor's operational location (i.e. either the contractor's facility or the government facility to which the contractor is assigned). The contractor shall develop a system of accountability that preserves the confidentiality of case records and protects case records from unauthorized use or disclosure. The contractor shall verify that all official documents accompanying program participants are complete and accurate so that they precisely identify the program participant.

Original travel and identity documents (e.g. visas, passports) will be maintained by ICE within the participants A-File.

Case records shall include, at a minimum:

- Name, alien registration number, country of birth, date of birth, and other relevant biographical participant information
- Orientation and intake forms
- Case information from the referral source
- Comprehensive assessment
- Individual service plans and case notes
- Progress reports
- Program rules and disciplinary policies
- Copies of disciplinary actions
- Referrals to other service agencies
- Copies of identification documents; (e.g., driver licenses, identification cards)
- Copies of travel documents

Any system that the contractor uses for updating participant records including, but not limited to, those listed above in this section must satisfy the requirement that the relevant changes or updates be date-stamped, preferably with an automated, system-generated time-stamp. All previous time-stamps shall be preserved and visible next to each sequential update or change with most recent update annotated (e.g. by highlighting the most recent time-stamped revision). For example:

- **1/15/2009 12:30PM:** Participant came to the office for a scheduled office visit. Equipment was checked and appeared to be tamper free. Unannounced home visit scheduled for 1/21/2009
- **MOST RECENT UPDATE 1/21/2009 3:10PM:** Home visit conducted. Verified Participant's presence in his home; equipment in good working order, no updates on the subject's immigration case

5.2.3 Orientation. The contractor shall provide a comprehensive orientation for every program participant as soon as possible, but not longer than twenty-four (24) hours after being notified by DRO that a participant is available for intake. The orientation shall include, at a minimum, an overview of the program, rules, regulations, procedures, the consequences for violation of any of these policies, the Immigration Court process, and an explanation of the case management and service plan procedure. The contractor shall:

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- Document the orientation, ensuring all documents bear the participant’s signature as evidence of acknowledgement, understanding and acceptance of all terms and conditions therein. Such individually signed documents include, but are not limited to: enrollment sheets, orientation documentation, individual service plans, program rules, policies regarding non-compliance, and any other documents explaining the program’s compliance expectations of the participant.
- Provide the orientation information in a written handbook
- Ensure the orientation is presented in a language the program participant understands
- Provide program participants with a current EOIR list of pro bono legal service providers who practice within the participant’s locality
- Provide program participants a list of community resources including, but not limited to transportation, medical, education, financial, legal, religious, and other social adjustment and facilitative resources

The contractor must notify the DRO ISAP Task Manager by email to certify that each orientation session has been completed.

5.2.4 Individual Service Plan (ISP). Prior to the end of a participant’s orientation interview the contractor shall have developed the participant’s ISP. Each ISP must be comprehensive, realistic, and comply with ISAP II program requirements. The contractor shall closely coordinate ISPs for each program participant through a structured case management system. The contractor’s assigned case specialist shall be responsible for execution and maintenance of each participant’s specific ISP and case management activities.

5.2.4.1 Face-to-Face Contacts and Verifications with Program Participants. For purposes of this SOW, “face-to-face” shall mean a situation in which the contractor’s assigned case specialist is in the same room as the participant. ISPs shall include these minimum face-to-face supervision elements:

- Orientation within 24 hours of intake (see also 5.2.3)
- Participant progress report every 30 days
- ISP review every 30 days
- Residence verification within forty-eight (48) hours of intake, and within 48 hours of any reported change of address. During residence verifications the contractor’s assigned case specialist must witness the participant physically in his home, not on the outside of the property (e.g. stairs, lawn, shed).

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- Employment verification within five (5) days of intake, and every thirty (30) days thereafter (as allowed by U.S. immigration law). During employment verifications the contractor’s assigned case specialist must witness the participant on the work-site working at his or her job.
- The contractor shall anticipate and provide counseling referrals as needed.
- The contractor shall assist participants in acquiring travel documents from their countries of citizenship. The local DRO case officer will coordinate with the case specialist when information for a travel document is required from a participant. The contractor shall obtain any necessary photos and/or fingerprints for travel documentation. The contractor shall obtain proof from the participant that the participant has had contact with his or her consular embassy. The contractor shall maintain a log of travel document information for each participant, including type of information/application, dates and times of completion, and dates/times of providing them to DRO.

The date and times of receipt of Travel Docs from DRO should be noted. Passport validity dates and passport numbers should also be listed. Should a valid travel document be coming up on expiration, the contractor should be able to anticipate the need for the subject to reapply. The contractor shall also keep DRO informed of the participant’s compliance in travel document procurement.

5.2.4.2 Stages of Supervision. The contractor’s Case Management Plan and ISPs shall recognize different supervisory requirements during each stage of the immigration hearing process. These stages are:

- Pre-Order (PRE) – The participant has not received an order of removal from the Immigration Court
- Post-Order (POST) – The participant has received a final order of removal from the Immigration Court. What this means is that neither the participant nor ICE has reserved appeal of the court’s order; or if either the participant or ICE has reserved appeal, neither party has perfected that appeal by filing a Notice of Appeal (NOA) with the Board of Immigration Appeals (BIA) within the 30- day statutory period. Included in this category are:
 - Voluntary departures (VD)
 - Other special interest participants
- Appeal – The Immigration Court has issued a decision, and either the participant or ICE has filed an NOA with the BIA, and the appeal is pending before the BIA.

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- Post-Order Custody Review (POCR) – The participant has received a final order of removal, completed a custody review, and has been released to the community pending their possible removal from the United States. There are two subcategories of POCR participants:
 - Reasonably Foreseeable Removal – Participant will be removed in the foreseeable future, which is typically ninety days from the Order of Removal. This category also includes some special discretionary DRO releases (e.g. for certain medical conditions).
 - Non-foreseeable Removal – Participant will not be removed in the foreseeable future

5.2.4.3 Supervisory Requirements. The current average length of stay for each participant in ISAP (i.e. from intake through termination) is between 300 and 365 days. The requirements for each stage and corresponding levels of supervision are as follows.

5.2.4.3.1 PRE-ORDER (CLIN X002A)

- 1 face-to-face interview at the contractor’s office every 2 weeks
- 1 unannounced on-site home visit every 4 weeks
- Telephonic reporting (TR)
- 1 employment verification every 4 weeks (as allowed by U.S. immigration law).

5.2.4.3.2 POST-ORDER (CLINX002B)

- 2 face-to-face interviews at the contractor’s office every 2 weeks
- 1 unannounced on-site home visit every 2 weeks
- Electronic monitoring: TR, active/passive global positioning system (GPS/A – GPS/P) at Deportation Officer (DO) or Immigration Enforcement Agent (IEA) discretion (if not specified in an Order of Supervision)
- 1 employment verification every 4 weeks (as allowed by U.S. immigration law)

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5.2.4.3.3 APPEAL (CLIN X002C)

- 1 face-to-face interview at the contractor's office every 4 weeks
- 1 unannounced on-site home visit every 4 weeks
- TR
- 1 employment verification every 4 weeks (as allowed by U.S. immigration law)

5.2.4.3.4 POCR-REASONABLY FORESEEABLE REMOVAL (RFR) (CLIN X002D)

- 2 face-to-face interviews at the contractor's office every 2 weeks
- 1 unannounced on-site home visit every 2 weeks
- Electronic monitoring: TR, active/passive global positioning system (GPS/A – GPS/P)
- 1 employment verification every 4 weeks (as allowed by U.S. immigration law)

5.2.4.3.5 POCR – NON-FORESEEABLE REMOVAL (NFR) (CLIN X002E)

- 1 face-to-face interview at the contractor's office every 8 weeks
- 1 unannounced on-site home visit every 8 weeks
- 1 employment verification every 8 weeks (as allowed by U.S. immigration law)
- Optional: electronic monitoring (TR, GPS/A, or GPS/P) at the discretion of the DRO case officer.

5.2.4.4 Scheduling. The daily schedule shall be designed to provide the proper level of supervision and accountability on the part of each participant. The contractor shall balance scheduled contacts and residence/employment visits to effectively accomplish the desired intensity of supervision throughout the period of measure (e.g. the contractor should schedule the required 2 face-to-face office interviews with a participant being supervised under CLIN X002D in separate calendar weeks, and not on consecutive days).

5.2.4.4.1 Rescheduling of Unsuccessful Unannounced Residence/Curfew and Employment Visits. If the participant is not physically present in his or her home (or at his or her place of employment in the case of an employment verification) at the time of the visit, telephonic contact must be immediately initiated to locate the Participant and determine why he or she is not at the required location as specified in the Participant's ISP (e.g. in the home or on the job) during the required timeframe. The Contractor and the Participant

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conduct a successful home visit within forty-eight (48) hours of any unsuccessful home or work visit. These rescheduled visits are not included, and are in addition to the requirements described in 5.2.4.3.

5.2.4.5 Grievances. The contractor shall develop procedures for reporting and handling grievances. All formal grievances shall be reported in the monthly program reports to the CO.

5.2.4.6 Electronic Monitoring

The contractor shall provide detailed written policies and procedures for purchasing, owning, warehousing, installing, 24/7 monitoring, maintaining, and recovering all electronic monitoring (EM) equipment for all participants as specified in Appendix C, Detailed Electronic Monitoring Technology Specifications.

5.2.4.6.1 Under certain circumstances DRO may choose to use EM as the sole means of participant supervision (e.g. at the DDO OR IEA'S's discretion he/she may choose to require a participant to submit to telephonic monitoring or some other form of EM due to distance or disability without a requirement for face-to-face visits or unannounced home visits).

5.2.4.6.2 The contractor shall establish notification policies and procedures for key events as described in Appendix C, Section 3.

5.2.4.6.3 The contractor shall ensure it has immediate availability of EM equipment, to include spares and support of special operations, to meet all government requirements as they arise (e.g. those arising from worksite enforcement actions). The minimum requirement is that at any given time the contractor shall have on hand at its respective field- or sub-office operating locations a number of mission-ready EM units that is *no less than the higher of*

- 10% of that location's participant population
- five (5)

The contractor must have all EM equipment necessary to support upcoming operations within forty-eight (48) hours of notification by DRO that such an operation is scheduled.

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5.2.4.6.4 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.

5.2.4.7 ISAP Program Participant Rules

The contractor shall provide program participants with program rules at orientation and obtain written confirmation from the participant that he/she has read, fully understood, and agrees to comply with the rules. Standards for rules and procedures shall be approved in writing by the CO. The rules shall specify acts that are prohibited and penalties that may be imposed by DRO. The contractor shall exercise professional judgment and discretion in creating rules, provide program participants adequate counseling to facilitate their compliance, and to document and report violations to the local DRO Task Manager.

5.2.4.8 Translators

The contractor shall provide professional translators or bilingual staff (preferred method) to communicate with program participants who do not speak or comprehend English. The contractor may use commercial telephonic interpretation services for this purpose as approved by the CO.

5.2.5 **Rights of Program Participants**

All program participants will be treated with care, dignity, and respect. Program participants will be allowed privacy when using the phone or meeting with their privately-retained legal counsel, as well as access to such legal counsel at the contractor office location or the government site to which the Contractor is assigned.

6 **CONTRACTOR PERSONNEL**

The contractor shall supply the COTR and the DRO Security Officer with a monthly list of all employees working on the contract.

6.1 **Key Personnel**

The contractor shall obtain prior written concurrence from the CO for appointment and replacement of key personnel as established within the contract clause entitled “Key Personnel.”

6.2 Program Staffing Requirements

The contractor shall define clear responsibilities and lines of authority for the following positions:

6.2.1 Program Director/Deputy Program Director (the contractor personnel filling this position shall be designated “Key Personnel”). The contractor Program Director is the person responsible and accountable for the overall execution and administration of the program under this contract. This person functions as the single point of contact for the COTR and CO.

- The contractor shall create and maintain a management organization that has its Program Director available as the single point of contact for DRO.
- As key personnel, absent any reasons supporting a termination for cause on behalf of the contractor, the contractor shall ensure that the Program Director retain his or her position on the ISAP II contract for not less than one (1) year from the date of contract award.
 - Should the contractor terminate the Program Director or Deputy Program Director at any time during the contract period, the contractor’s replacement must be approved by the COTR and Contracting Officer prior to his or her assignment on the ISAP II contract.
- The Program Director and Deputy Program Director, with authority to act on behalf of the Program Director, shall be accessible to ICE DRO by cellular telephone 24 hours per day, 7 days per week, 365 days per year.

6.2.2 Case Specialists and Staff. Case specialists are responsible for:

- Providing program services to participants
- Directing communication with program participants
- Creating participant ISPs, maintaining case records and executing case management plans
- Maintaining currency in their training and certification requirements in accordance with state and DRO ICE standards

6.2.3 Education/Training/License/Certification Requirements

6.2.3.1 The Program Director shall:

- At a minimum, possess a bachelor’s degree in an appropriate discipline from an accredited university

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- Have documented experience, certification, and credentials applicable to the goals and objectives of this program sufficient to communicate, direct, counsel, and evaluate subordinate staff that would be appropriate for and commensurate with a typical community program with similar goals and objectives

6.2.3.2 Case Specialists and staff with direct program participant interface, communication, and direction shall:

- Possess a bachelor's degree in an appropriate discipline from an accredited university (an associates degree with two or more years of relevant experience as defined in subpart ii below may be substituted for a bachelor's degree)
- Have at least two years of documented experience in a field related to law, social work, detention, corrections, or similar occupational area; certification, licensure, and credentials applicable to the professional accreditation of the position
- Demonstrate experience applicable to the goals and objectives of this program sufficient to communicate with other staff, and appropriate for a similar program environment
- Possess and maintain appropriate state licensure

6.2.4 Standards of Conduct

The contractor shall be responsible for developing and maintaining standards of conduct for employee competency, conduct, appearance, and integrity and also shall be responsible for its employees' performance and the quality of the services they provide.

- 6.2.4.1 The contractor shall provide all employees with a copy of the program's standards of conduct.
- 6.2.4.2 All employees shall certify in writing that they have read and understand these standards.
- 6.2.4.3 A record of this certificate shall be provided to the COTR prior to the employee's beginning work under this contract.
- 6.2.4.4 Contractor staff shall not display favoritism or preferential treatment to one program participant or group of program participants over another.
- 6.2.4.5 No contractor employee shall enter a personal relationship with a program participant outside the scope of the goals and objectives of the program.

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- 6.2.4.6 Contractor staff shall be prohibited from accepting for themselves or any member of their family any personal gift, favor, or service from program participants or from the program participants' families or close associates, 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 via the Office Manager. In addition, no staff shall give any gift, favors, or service not authorized under the ISAP II contract to program participants, their families, or close associates.
- 6.2.4.7 Contractor staff shall not enter any business relationship with program participants or their families (e.g., selling, buying, trading personal property, etc.).
- 6.2.4.8 Contractor staff shall not have any outside or social contact (other than incidental contact) with program participants, their families or close associates.
- 6.2.4.9 The contractor shall immediately report to the COTR any violations or attempted violations of the standards of conduct:
- 6.2.4.10 Violations may result in employee dismissal by the contractor or removal at the discretion of the CO.
- 6.2.4.11 Failure on the part of the contractor to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the contractor to appropriate action up to and including termination of the contract for default.
- 6.2.4.12 Contractor staff shall be prohibited from providing legal advice to program participants and from interfering with a program participant's immigration status proceedings or the execution of final orders of the Immigration Court. Failure to comply could result in the termination of the contract and/or possible criminal charges against the employee.

6.3 Removal from Duty

The contractor shall notify the COTR immediately upon learning of adverse or disqualifying information regarding any employee. The contractor shall immediately remove the employee from performing duties under this contract or any other DHS contract and comply with further guidance from the CO upon learning of adverse or disqualifying information (see also 6.2.1 regarding key personnel). Disqualifying information may include, but is not limited to:

- Arrest or conviction of a crime (felony or misdemeanor offenses)
- A record of arrests for traffic offenses (especially DUI)
- False information entered on suitability forms

- The contractor shall immediately remove from assignment to this contract or any DHS contract any employee who has been disqualified for security reasons or is deemed unfit to perform his or her duties.
- The contractor shall immediately notify the COTR when removing an employee from duty. A determination of being unfit for duty may include, but is not limited to, incidents involving misconduct as set forth below:
 - Neglect of duty or failure to carry out assigned tasks
 - 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, 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
 - Violations of security procedures or regulations
 - Fraternalization with program participants
 - Failure to maintain or fulfill training requirements

The contractor shall immediately notify the COTR in writing of any employee terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason.

6.4 Credentials

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 is at least one inch square. The photograph shall show, as a maximum, the head and shoulders of the employee and shall be no more than one year old at the time the credential is issued.
- Signature of the employee
- Validation by the issuing authority

Credentials shall be valid for up to five years and shall be unique from any other credentials issued by the contractor to its non-ISAP employees.

The contractor shall void and immediately make the appropriate disposition of all identification credentials upon completion of assignments that result in program staff no longer performing under this contract.

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6.5 Security Requirements

Security requirements for this contract are described in Appendix D.

6.6 Training

The contractor shall train its staff in accordance with a written Training Plan for all employees that incorporates the mandatory training requirements listed below, as well as other related training courses developed by the contractor that are necessary for successful performance while working on the program.

- 6.6.1 Contractor Certification.** The contractor shall certify that employees have been trained and shall provide documentation of training upon COTR request. Under no circumstances shall a contractor employee perform duties under this contract until all initial training, or refresher training as required in this subsection, is successfully completed and certified by the contractor in writing to the COTR. The COTR must provide written approval prior to the assignment of any employee beginning to perform any duties under this contract. All employees shall be given annual refresher training occurring each subsequent year of employment.
- 6.6.2 Documentation and Orientation.** The contractor shall ensure that the mandatory training as described in 6.6.4 and 6.6.5, as well as the training required to be developed by the contractor is provided to all employees. The contractor may either provide the required training or have an institution acceptable to the COTR provide the training. Failure of any employee to successfully complete mandatory training is sufficient reason to disqualify him or her from duty. All aspects of the training and all types of documentation associated with the ISAP program are subject to evaluation, monitoring, and approval by the COTR. The contractor shall provide to the COTR monthly documentation of the training completed for each contractor employee, including but not limited to the number of training hours, type of training, date and location of training, and name of the instructor. The contractor shall provide the COTR copies of all certifications. Upon contract award, DRO will provide the initial orientation training for the contractor's staff responsible for training utilizing a "train the trainer" approach. The contractor will provide all subsequent orientation training for all employees, including those added throughout the duration of the contract.
- 6.6.3 Clerical Staff.** The contractor shall provide all clerical/administrative support contractor employees who have minimal program participant contact with 20 hours of training in addition to orientation, to be completed within 14 days of

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employment and prior to being assigned to autonomous duties. The courses annotated (*) in 6.6.5 are mandatory courses. All contractor employees in this category shall be given annual refresher training consisting of the mandatory training each subsequent year of employment.

6.6.4 Management Staff. The contractor shall provide each member of the managerial staff with all of the mandatory training courses described below. These courses shall be completed within 14 days of employment. In addition, the managerial personnel shall complete 24 hours of general management training during the first year and each subsequent year of employment. The contractor shall provide the COTR copies of training certification.

6.6.5 Courses. The following is a list of mandatory training subjects and minimum hours of training that shall be included in the contractor's Training Plan:

- Ethics and Authority (2 hours)
- Note-Taking and Report Writing (4 hours)*
- Self-Defense (8 hours)
- Human Relations (1 hour)*
- Handling Disorderly Conduct, Civil Disturbances, and Other Incidents (3 hours)
- Cultural and Ethnic Sensitivity (2 hours)*
- Orientation (1 hour)*

**Mandatory courses*

6.6.5.1 Supervisors shall attend 24 hours of additional training that includes: (1) communications; (2) solving performance problems; (3) counseling employees; (4) leadership skills (emphasizing styles, motivation, and career development); (5) scheduling; and (6) equal employment practices.

6.6.5.2 The contractor shall complete all ICE mandatory training for contractors. The current mandatory training is listed in Table 1. The training is available online at the ICE Virtual University. Access to the ICE Virtual University may be made available to the contractor's staff following contract award. In the event access is not available the COTR will provide the contractor with a CD version.

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Course	Description
Information Assurance Awareness Training (IAAT) (Formerly CSAT)	Training to reinforce computer security policies and guidelines to all Information Technology users.
Securely Handling ICE Sensitive But Unclassified For Official Use Only Information	Training on how to handle a variety of Sensitive but Unclassified (SBU) / For Official Use Only (FOUO) information and protecting this information from unauthorized access, distribution, reproduction, and destruction.
Records Management	This course explains significant aspects of records management and records themselves. It covers agency responsibilities, and the role of the individual in records management. The life-cycle of records is explained in detail and covers the three phases: records creations, records maintenance and use, and retention and disposition of records. The guiding agency document for controlling the handling and disposition of records, the File Plan, is also covered. Scenarios involving critical records management issues are provided for reinforcement. A specific type of record, the A-File, is covered in some detail. Important aspects of the Freedom of Information Act (FOIA) are also discussed.

Table 1: ICE Mandatory Annual Contractor Training

7 RECORDS AND REPORTS

7.1 Program Reporting Requirements – Records Retention

The contractor shall provide written plans, policies, and procedures that describe the format and reporting criteria for all records and reports. The contractor shall maintain all logs and records required to execute and document the operational and managerial aspects of the ISAP program in compliance with the requirements of this contract. All logs and records shall be maintained at the contractor's office (or, as applicable, the ICE DRO office) in locked cabinets within the administrative area. As stated in **Error! Reference source not found.**, all contractor employees assigned to perform duties under the ISAP II contract shall be trained in and comply with ICE Records Management policies and procedures. All records are subject to inspection and review by the CO and COTR at any time during the term of the contract or thereafter as specified below. All reporting requirements contained within this contract shall comply with this paragraph. The contractor shall not destroy or alter any logs or records pertaining to this contract. At the completion or termination of

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this contract, the contractor shall submit all logs and records to ICE DRO as directed by the CO.

7.1.1 Daily Emergency Report.

Upon discovery of any of the following events, the contractor shall immediately notify the local Task Manager verbally and then follow up with a written report to the local Task Manager and COTR within 24 hours of discovery:

- Any unauthorized absence (missed office visit, missed unannounced home visit)
- Contacts or threats by individuals believed to represent alien smuggling syndicates or organized crime
- Pregnancy or childbirth
- Hospitalization, serious illness, or serious injury
- 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

At a minimum, written reports shall include the following information:

- Name of participant
- Alien registration number
- Physical description/photograph of participant
- Date of occurrence
- Time of occurrence
- Type of incident
- Contact made to local Task Manager and feedback/direction
- Any known calls or contacts made by 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

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7.1.2 Daily Reports of Counts by Site (Including Enrollments and Terminations)

The contractor shall report daily participant counts by each site to include enrollments and terminations.

7.1.3 Weekly Termination Summary Report

The contractor shall report terminations from the program inception to date using the codes provided by DRO ICE for each DRO field office, with the corresponding percentage and roll-up for all offices. The breakdown should distinguish between pre order, post-order, appeal, POCR, voluntary departure (VD) participants, and all four combined. The breakdown should list the participants by country of citizenship and status at time of termination from the program (i.e. not status at time of enrollment).

7.1.4 Weekly Court Appearance Summary Report

The contractor shall report the number of final hearings scheduled and the number of hearings attended for each DRO field office, with the corresponding percentage and roll-up for all offices. The breakdown should distinguish between pre-order, post-order, appeal, and POCR participants, all three combined, and by country of citizenship.

7.1.5 Weekly Average Daily Cost and Average Length in Program Report

The contractor shall report the average number of days spent in the program for participants and the average daily cost per participant.

7.1.6 Monthly Program Progress Report

The contractor shall submit written Monthly Program Progress Reports by the fifth workday after the end of each month. Monthly reports shall include information regarding contract compliance, immigration court appearance rates, participant statistics, and significant events. These reports shall include, at a minimum, the following for both the overall program and individual sites, where applicable:

- Number of active participants at the end of the reporting month, total number of participants over the month, year to date, and since program inception
- Number of terminations (program wide) using the codes provided by DRO ICE for each DRO field office or sub-office, with the corresponding percentage and roll-up for all offices
- Number of grievances filed with the contractor by reporting month, year to date, and since program inception

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- Immigration Court compliance rates – Executive Office for Immigration Review (EOIR) hearings scheduled, EOIR hearings attended, percentage compliance, hearings of final decision, and hearings of final decision ordered in absentia
- Participant status in the removal process and participant’s hearing status with EOIR (Master Calendar Hearing, Custody Hearing, Merits Hearing, etc.) from the participant’s enrollment date into the program until they are terminated from the program.
 - Based on the above information, the contractor will provide statistics on the number of participants who at the time of enrollment have not had a hearing with EOIR, have had a Master Calendar Hearing, Custody Hearing, or Merits Hearing, have a final order of removal, have an appeal pending, number of continuances and number of days between hearing dates as well as individual participant appearance rates with the immigration court.
- Monthly roll-up of emergency incidents
- Participant turnover summary
- Number of active and inactive by nationality (i.e. country of citizenship) and location
- Average days to final hearing and average number of hearings before the final hearing (i.e. hearing appearance rates per participant, by location, by hearing type and number of days between hearings/continuances).
- Contractor’s ISAP II personnel roster that includes, at a minimum
 - Full name of employee
 - Employee’s official job title (e.g. Program Director, Case Specialist)
 - Date of hire
 - Date of assignment to ISAP
 - Training status
 - Date removed/terminated from ISAP II contract duties
 - Case specialist-to-participant ratio (by location and overall program)

7.1.7 Quarterly Program Report

Written reports are due the fifth workday after the end of the quarter. Quarterly reports shall not duplicate information provided in the monthly reports but provide additional information as follows:

- Average length in program by location and type — active and inactive
- Program compliance by year and year-to-date by type and location
- Participants with legal representation by location

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7.1.8 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 12 months
- Significant events
- Performance measures, such as percentage of appearances by 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

7.1.9 Ad Hoc Reports

Frequently ICE DRO management requires the ATD Unit to respond to information requests for briefings to ICE management (e.g. the Assistant Secretary) or external authorities (e.g. Congress) and other miscellaneous organizations (e.g. pro-bono attorneys). The contractor shall support such requests using program data and information when required.

7.1.10 DRO/Contractor Meeting Minutes

The contractor's representatives shall meet with the COTR and the CO on a regular basis, as determined by the CO and/or COTR. These meetings will provide a management-level review and assessment of contractor performance, and a discussion/resolution of any program issues. A mutual effort will be made to resolve all identified problems or issues. The contractor shall prepare written minutes of the meetings and shall submit the minutes within five days for COTR review and approval. Upon COTR approval, the contractor shall distribute copies to all attendees.

7.1.11 Invoice Details

Each invoice must include detailed billing information by site and participant count by day. This includes a chronological listing of participants with name, alien control number, date of admission, end of month status, and date of discharge.

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8 FACILITIES

The contractor shall obtain and maintain office space for all contract employees of sufficient size to allow for meetings with program participants, records retention, and a reasonable flow of daily business.

8.1 Office Space and Equipment

The contractor shall provide offices/office space adequate for all personnel, vehicles, and equipment at each of its designated operational locations under this contract. Locations where the contractor must provide office space are contained in Appendix B. The contractor will work in DRO offices at all other locations.

- The contractor shall provide its staff with all IT equipment and networking at its own facilities.
- Where assigned to operate on-site at a DRO (i.e. government owned or leased) facility, DRO will assign the necessary IT equipment, standard ICE desktop software, accesses, infrastructure and technical support to contractor staff subject to compliance with ICE Office of the Chief Information Officer (OCIO) and Office of Asset Management (OAM) policy.
- Whether operating at a contractor site on contractor-owned equipment or at a DRO site on GFE, when accessing information and applications behind the DHS and ICE firewalls the contractor shall ensure that its operations under the ISAP II contract comply with all applicable DHS and ICE OCIO requirements.
- All contractor primary offices should be within 10 miles, preferably as close as possible to the ICE office it serves.
- Program services shall be provided in the least restrictive environment appropriate to the program participant population and community sensitivities and administered in a culturally sensitive manner.
- The contractor shall affirmatively demonstrate through appropriate documentation that occupancy meets all applicable state licensing requirements for zoning, building, fire, occupational health and safety, and occupancy.
- The contractor shall maintain an aesthetically appealing office that reflects positively on DHS ICE and is appropriate for the community area in which it is located.
- Offices/office space will be obtained by the contractor. The contractor shall be responsible for its maintenance, janitorial service, upkeep, repair, and utilities.

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- The contractor shall provide the COTR with written certification that the office/office space complies with state and local emergency and safety codes prior to beginning work under this contract.
- The contractor shall enforce a tobacco-free environment in all of its ISAP offices.
- The contractor shall ensure that all of its ISAP offices provide private rooms for participant interviews (e.g. with the contractor, with the participant's legal counsel).

8.2 Emergencies

The contractor shall include in its emergency preparedness plans (e.g. Continuity of Operations Plan, Disaster Recovery Plan):

- Written evacuation and alternate staging procedures for use in event of fire, flood or any other similar emergency, or should the facility become unfit for its intended use for any period of time.
- Written back-up procedures for IT systems used to support continuity of operations during an event.

The contractor shall review its plans annually, update as necessary, and reissue to the local fire jurisdiction and the COTR, as well as ensuring awareness of the plan and procedures by the staff and the program participants.

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9 Tasks and Deliverables

Table 2 shows a list of ISAP II contract tasks and deliverables.

Contract Deliverable Requirements List (CDRL) Item No.	Description	SOW Sections	Due	Review/Update
A0001	Conduct and Document Internal Quality Assurance Audits	5.1	Monthly	Review and update Quality Assurance Procedures as required, but no less frequent than annually.
A0002	Develop and Implement Case Management System	5.2.1	See RFP Section L	Annually within 60 days of exercising option or at direction of CO
A0003	Create and Maintain Case Records	5.2.2	Ongoing throughout contract execution	Daily
A0004	Conduct Program Orientation with Each Participant	5.2.3	Within 24 hours of intake into ISAP or change in supervisory stage	Daily/as required
A0005	Develop Individual Service Plan for Each Participant	5.2.4	Prior to end of Participant's Orientation Interview (see item A0004)	Monthly
A0006	Conduct Face-to-Face Interviews with Participants	5.2.4.1 through 5.2.4.4.1	In accordance with the Daily Schedule described in SOW Section 5.2	Daily, as required
A0007	Conduct Electronic Monitoring (EM) of Participants	5.2.4.6	As required in SOW Section 5.2.4.6	24 hours per day/7 days per week, 365 days per year
A0007A	Maintain EM Equipment Inventory	Appendix C	As required in SOW Appendix C	As required to fulfill SOW requirements
A0008	Provide Translator Services	5.2.4.8	As necessary in accordance with SOW Section 5.2 requirements	Monthly

Table 2: ISAP II Contract Deliverable Requirements

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Contract Deliverable Requirements List (CDRL) Item No.	Description	SOW Sections	Due	Review/Update
A0009	Develop and Enforce Contractor Employee Standards of Conduct	6.2.4	See RFP Section L	Update annually within 60 days of exercising option or at direction of CO; enforce 365 days per year, 7 days per week, 24 hours per day.
A0010	Submit Daily Emergency Reports	7.1.1	Daily, as required	Revise format and content as required by the COTR and approved by the CO
A0011	Submit Daily Reports of Participant Counts by Site	7.1.2	Daily by 5:00PM Eastern Time	Revise format and content as required by the COTR and approved by the CO
A0012	Submit Weekly Termination Summary Report	7.1.3	Weekly by Monday 10:00AM for the previous week	Revise format and content as required by the COTR and approved by the CO
A0013	Submit Weekly Court Appearance Summary Report	7.1.4	Weekly by Monday 10:00AM for the previous week	Revise format and content as required by the COTR and approved by the CO
A0014	Submit Weekly Average Daily Cost and Average Length in Program Report	7.1.5	Weekly by Monday 10:00AM for the previous week	Revise format and content as required by the COTR and approved by the CO
A0015	Submit Monthly Program Progress Report	7.1.6	Monthly by the fifth business day of the next month	Revise format and content as required by the COTR and approved by the CO
A0016	Submit Quarterly Program Report	7.1.7	Quarterly by the fifth business day of the first month of the next quarter	Revise format and content as required by the COTR and approved by the CO

Table 2 (Continued): ISAP II Contract Deliverable Requirements

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Contract Deliverable Requirements List (CDRL) Item No.	Description	SOW Sections	Due	Review/Update
A0017	Submit Annual Program Report	7.1.8	Annually by the last business day of the month following the POP end date of the contract year	Revise format and content as required by the COTR and approved by the CO
A0018	Submit Ad Hoc Program Reports	7.1.9	Within 48 hours of COTR request	Use format and content required by the COTR
A0019	Submit DRO/Contractor Meeting Minutes	7.1.10	Within 5 business days of meeting date	Use format and content required by the COTR at time of request

Table 2 (Continued): ISAP II Contract Deliverable Requirements

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APPENDIX A: TERMS, DEFINITIONS, AND PARTIAL EXPLANATIONS**Absconder**

A category of immigration violator with an outstanding administrative warrant for removal from the United States and who has unlawfully remained in the United States. Absconders are recorded in the immigration violator file (IVF) of the NCIC. See also Fugitive.

Admission

The lawful entry of an alien into the United States after inspection and authorization by an Immigration Officer. *See* INA § 101(a)(13)(A).

Adjudicated Adult

Any person who has been convicted and incarcerated as an adult for a criminal offense in accordance with and in recognition of the findings of the respective criminal court that the person is not a “child.” Similarly, any person under the age of 18 who has been emancipated in accordance with and in recognition of the findings of the civil court that the person is not a “child.”

Aggravated Felon

An alien who has been convicted of a crime defined by INA § 101(a)(43) as an aggravated felony.

Aggravated Felony

A crime defined by INA § 101(a)(43) within the definition of aggravated felony are certain violent criminal offenses, theft offenses, sexual offenses, narcotics offenses and others. A crime falls within the definition of “aggravated felony” regardless of the date of conviction, whether the crime was for a violation of state or federal law, and also applies to convictions in foreign countries when the sentence was completed within 15 years.

Alien

Any person not a citizen or national of the U.S.

Alternatives to Detention Program (ATDP)

The Alternatives to Detention Unit within the Compliance Enforcement Division (CED) of the ICE Office of Detention and Removal Operations is the unit responsible for developing and implementing programs that improve both the immigration court appearance rate and the court order compliance rate of aliens released from ICE custody.

- ISAP - Intensive Supervision Appearance Program
- ESR – Enhanced Supervision/Reporting Program

Area of Responsibility (AOR)

The geographical area associated with each DRO Field Office or Sub-Office, and the corresponding area of coverage the contractor provides at each service location.

Asylee

An alien in the United States or at a port of entry who is found to be unable or unwilling to return to his or her country of nationality, or to seek the protection of that country because of persecution or a well-founded fear of persecution. Persecution or the fear thereof must be based on the alien's race, religion, nationality, membership in a particular social group, or political opinion. For persons with no nationality, the country of nationality is considered to be the country in which the alien last habitually resided. Asylees are eligible to adjust to lawful permanent resident status after one year of continuous presence in the United States. These immigrants are limited to 10,000 adjustments per fiscal year.

Average Length of Stay (ALOS)

The average number of days a program Participant is enrolled in ISAP from intake through termination from the program.

Board of Immigration Appeals (BIA)

The appellate body within the U.S. Department of Justice (DOJ) Executive Office for Immigration Review (EOIR) tasked with the responsibility of reviewing decisions of immigration judges appealed by an alien or DHS Members of the BIA are attorneys appointed by the U.S. Attorney General.

Cancellation of Removal

For Permanent Residents – Relief from removal which may be granted by an immigration judge (IJ) pursuant to INA § 240A(a) to certain eligible lawful permanent residents, in effect “canceling” the removal which otherwise would occur as a result of the alien’s violation of the INA and finding by the IJ that the alien is inadmissible or deportable.

For non-Permanent Residents – Relief from removal which may be granted by an IJ pursuant to INA § 240A(b) to certain aliens who are not lawful permanent residents and who have been found to be inadmissible or deportable from the U.S. Aliens receiving this relief are made lawful permanent residents of the U.S.

Case Specialist

A contractor employee with case management and service plan (see also Individual Service Plan) responsibility within the ISAP II Program. This employee is the Participant point of contact and is responsible for the physical or electronic means of accounting for that Participant. The Case Specialist creates the ISP and executes the procedures necessary to achieve the supervision objectives in the program. These duties include residence verification, unannounced home visits, in-person reporting at the Contractor office and ensuring that Participants provide travel document information.

Contracting Officer (CO)

Contracting officer is a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on the part of the

federal government, in this case ICE. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer. Administrative contracting officer (ACO) refers to a contracting officer who is administering contracts. 42 C.F.R. § 2.101

Contracting Officer's Technical Representative (COTR)

The CO is assisted in his or her duties by the Contracting Officer's Technical Representatives (COTR), who usually does not have the authority of a Contracting Officer. The ISAP II COTR, located at ICE Headquarters is responsible for monitoring the day-to-day performance, activities and technical aspects of the contract and is supported on this contract by local Task Managers. Task Managers assist the COTR in monitoring contract performance at the AOR field office or sub-office level.

Contractor

The entity that provides services described in this Statement of Work (SOW) under a federal contract.

Conviction

With respect to an alien, a formal judgment of guilt entered by a court, or if adjudication of guilt has been withheld, where a judge or jury has found the alien guilty, or the alien has entered a plea of guilty/nolo contendere or has admitted sufficient facts to warrant a finding of guilt and the judge has ordered some form of punishment, penalty or restraint on the alien's liberty to be imposed.

Deciding Official

A DHS employee authorized by the Immigration and Nationality Act and/or implementing regulation to make a determination in a specific matter or on a particular issue.

Deportation/Removal

The formal removal of an alien from the United States when the alien has been found removable for violating the immigration laws. Deportation is ordered by an immigration judge without any punishment being imposed or contemplated; deportation may also be ordered by a DHS deciding official under certain statutory provisions.

Deportation Officer (DO)

An ICE employee assigned to a DRO Field- or Sub-Office who conducts legal research to support decisions on deportation/exclusion cases and assist attorneys in representing the Government in court actions. Works with other Federal law enforcement officials to identify, locate and/or apprehend aliens; prepare, present and defend deportation or exclusion proceedings; and ensure the physical removal of aliens from the United States. Works with both criminal and/or non-criminal aliens in the United States at various stages

of their deportation/exclusion proceedings. Responsible for conducting complex investigations; conducting surveillance work; preparing investigative reports; and assisting in complex, difficult, or sensitive seizures.

Detention and Removal Operations (DRO)

The component within DHS ICE that promotes public safety and national security by ensuring the departure of all removable aliens from the United States.

Department of Homeland Security (DHS)

The Executive Branch Department tasked with leading the unified national effort to secure the U.S. and preserve its freedoms. While the Department was created to secure the U.S. against those who seek to disrupt the American way of life, the DHS charter also includes preparation for and response to all hazards and disasters.

Electronic Monitoring Technology (EM)

A terms used to refer to electronic devices worn by ATDP participants or installed in participants' homes, including but not limited to 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 incident.

Employment

Any labor or occupation for which compensation is given or received. Employment in the United States is authorized for aliens who are lawful permanent residents (LPRs), or aliens who have a valid employment authorization document issued by USCIS.

Note: Participation in the ATD program does not require employment, nor authorize employment for those without proper authorization.

Enter on duty (EOD)

For the purposes of this contract, to begin employment, after having received a DHS suitability determination granted written authorization by the COTR to perform duties under this contract.

Executive Office for Immigration Review (EOIR)

The component within the US Department of Justice (DOJ) whose primary mission is to adjudicate immigration cases in a careful and timely manner, including cases involving detained aliens, criminal aliens, and aliens seeking asylum as a form of relief from removal, while ensuring the standards of due process and fair treatment for all parties involved. Included within EOIR are immigration judges and immigration courts, and the Board of Immigration Appeals.

Expedited Removal (ER)

DHS has the authority to quickly order the removal of certain inadmissible aliens from the United States. The authority covers aliens who are inadmissible because they have no entry documents or because they have used counterfeit, altered, or otherwise fraudulent or improper documents. The authority covers aliens who arrive in, attempt to enter, or have entered the United States without having been admitted or paroled by an immigration officer at a port-of-entry. The alien is not referred to an immigration judge except under certain circumstances after an alien makes a claim to lawful status in the United States or demonstrates a credible fear of persecution if returned to his or her home country.

Face-to-Face Contact

Within the physical presence of the participant; in the same room with the participant.

Facility

Offices and office space or other accommodation chosen by the contractor in which employees work performing duties required under this contract. .

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 a Participant concerning personal health/welfare or the operations and services of the Program.

Habeas Corpus

The right of a person in the U.S. to challenge the authority of the federal government to continue to hold him or her in detention. .

Health and Safety Assessment

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

Immigration and Customs Enforcement (ICE)

The component in DHS that is responsible for protecting the U.S. and upholding public safety by identifying criminal activities and eliminating vulnerabilities that pose a threat to U.S. borders. ICE also enforced economic, transportation and infrastructure security. The 8 operational offices within ICE included Detention and Removal Operations, International Affairs, Intelligence, Investigations, the Student & Exchange Visitors Program, the Federal Protective Service, the National Firearms and Tactical Training Unit and the National Incident Response Unit.

Immigration Enforcement Agent (IEA)

According to the position description, full-performance IEAs are required to spend 25 to 75 percent of their time performing two major duties: detention and deportation/transport/escort. Detention duties include responsibilities such as detainee care, processing, supervision, and transportation for prison pick-ups and medical or court appointments. Deportation/transport/ escort duties include responsibilities associated with processing and transporting or escorting aliens under final orders of removal to their country of citizenship. In addition to the two major duties, IEAs are required to perform one of five other duties for at least 25 percent of their time as assigned by their supervisor. These duties include jail check and Institutional Removal Program (IRP); prosecution; determining alien and fugitive operations; operational support, Border Patrol Criminal Alien Program (BORCAP), or law enforcement liaison; and Alien Criminal Apprehension Program (ACAP), law enforcement agency support, multi-agency task forces, quick response teams, or duty officer.

Immigrant Visa

Permission properly granted by a consular officer at his or her office outside the United States to an immigrant eligible to enter and remain in the United States on a permanent basis under the INA.

Immigration and Nationality Act (INA or the Act)

8 USC § 1101 *et seq.*

Immigration Court

The court in which an immigration judge conducts immigration hearings, also known as proceedings, in order to determine whether an alien is removable from the U.S. or is eligible and warrants a benefit defined in the INA.

Immigration Judge

An attorney employee of EOIR appointed by the US Attorney General as an administrative judge to conduct specified classes of hearings, including alien removal proceedings

Inadmissible

The INA defines certain categories of aliens eligible to lawfully enter or be admitted to the United States. If an alien does not fall within one of these categories, he or she is inadmissible to the United States.

Individual Supervision Factors (ISF)

Information that the case specialist collects regarding the participant, used to formulate the Individual Service Plan and overall case management procedures.

Individual Service Plan (ISP)

The written plan containing detailed supervisory focus for each participant, prepared by the case specialist taking into account individual supervision factors, the participant's range of supervision, history, orders of supervision and program success to date. See also ISAP II SOW 5.1.4.

Intake

Contractor processing of an alien into the ISAP program after referral by ICE.

Legal Permanent Resident (LPR)

An alien with the status of having been lawfully accorded the privilege of residing permanently in the U.S. in accordance with the INA. This status terminates upon entry of a final administrative order of exclusion, deportation, or removal.

National

A person who owes permanent allegiance to a country. "National of the U.S." means a citizen of the U.S. or a person who, although not a citizen of the U.S., owes permanent allegiance to the U.S.

National Crime Information Center (NCIC)

A Department of Justice (DOJ) database used by law enforcement agencies to determine whether an individual has committed a civil or criminal violation. See also Absconder.

Naturalization

The conferring of nationality of the U.S. upon a person after birth by any means whatsoever.

Non-Immigrant Visa

A visa properly issued to an alien as an eligible nonimmigrant by a competent officer as defined in the INA, allowing an alien to apply for admission or remain in the United States for a specified period of time and a specific purpose.

Office Manager

The on-site contractor employee in each service location that is responsible to ICE for management and administration of the ISAP II Program.

Participant

An alien who is 18 years of age or older and who is either in removal proceedings, under a final order of removal, or in post-order custody review (POCR) and being supervised, or released on a post-order custody review (POCR) and being supervised in ISAP.

Participant Records

Records that contain information concerning the Participant's personal, criminal and medical history combined with behavior and activities while Participants. Participant Records include but are not limited to: photographs, disciplinary infractions and actions taken, Grievance Reports, documentation supporting excused absences from appearance appointments (e.g. "doctor's notes"), and employment history.

Policy

As used within the scope of the ISAP II contract, a written, official statement and method of action that guides and determines present and future decisions and actions.

Random Frequency

Applies to quality assurance events initiated by the ICE CO or COTR that are unplanned or unscheduled.

Stages of Supervision (SOS)

The various methods of supervising program participants under ISAP, including electronic monitoring, residence verification, and unannounced home visits.

Refugee

Loosely, an alien who is outside his or her country of nationality who is unable or unwilling to return to that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, political affiliation, and/or membership in a particular social group.

Release

Processing an alien out of the ISAP program as directed by ICE.

Removal Proceedings

Loosely, conducted by an Immigration Judge, hearings for deciding the inadmissibility or deportability of an alien.

Supervision

All activities conducted by contractor personnel to ensure program participants comply with the terms and conditions of their enrollment in ISAP as described in each participant's ISP. See also Individual Service Plan.

Task Managers

Designated ICE employees who assist the COTR in monitoring day-to-day activities and technical aspects of the contract and contractor performance. Due to the complexity and nationwide scope of the contract, task managers are appointed to assist the COTR by performing delegated tasks within defined Areas of Responsibility.

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 by an IJ ending 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. Termination orders may be appealed to the BIA by either party.

Translator

A person who reproduces written work from one language into a different language.

Unauthorized Absence (UA)

If a participant is not present for any scheduled or unscheduled face-to-face office interview, home visit, employment verification, or other official at an in-person ICE appointment, the participant will be described as UA.

United States Citizen (USC)

See 8 U.S.C. §§ 1401 – 1453.

U.S. Circuit Court of Appeals

Established by Article III of the U.S. Constitution, there are 12 U.S. courts of appeals assigned to hear cases arising out of 12 regional U.S. circuits. A court of appeals hears appeals from the district courts located within its circuit, as well as appeals from decisions of federal administrative agencies. In general, federal courts may decide cases that involve the United States government, the United States Constitution or federal laws, or controversies between states or between the United States and foreign governments.

U.S. Citizenship and Immigrations Services (CIS)

The component in DHS that oversees lawful immigration to the United States of America. USCIS establishes immigration services, policies and priorities to preserve America's legacy as a nation of immigrants while ensuring that no one is admitted who is a threat to public safety. USCIS adjudicates the petitions and applications of potential immigrants, including immigrant visa petitions, naturalization petitions, asylum and refugee applications, and work authorization.

U.S. Customs and Border Protection (CBP)

The component in DHS with a priority mission of keeping terrorists and their weapons out of the U.S. It also has a responsibility for securing and facilitating trade and travel while enforcing hundreds of U.S. regulations, including immigration and drug laws.

U.S. District Court (U.S.D.C.)

Established pursuant to Article III of the U.S. Constitution, district courts are general trial courts in the federal system with jurisdiction to hear certain categories of federal cases, including both civil and criminal matters.

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.

APPENDIX B: NATIONWIDE PROGRAM EXPANSION REQUIREMENTS

At the conclusion of the transition period (i.e. at contract start) the contractor must be fully prepared with sufficient staff and equipment to fulfill all SOW requirements for the full number of ISAP II participant slots at the site locations listed in Table B-1. Services must be provided at these locations out of the contractor's own facilities.

ISAP II BASE YEAR SITE & PARTICIPANT SLOT REQUIREMENTS WITHIN 60 DAYS AFTER AWARD					
SITE	SLOTS	SITE	SLOTS	SITE	SLOTS
Atlanta, GA	400	El Paso, TX	200	Philadelphia, PA	700
Baltimore, MD	450	Hartford, CT	125	Phoenix, AZ	100
Boston, MA	400	Houston, TX	300	Portland, OR	175
Buffalo, NY	200	Kansas City, MO	250	Saint Paul, MN	700
Charlotte, NC	200	Los Angeles, CA	3,400	Salt Lake City, UT	125
Chicago, IL	400	Miami, FL	1,700	San Antonio, TX	175
Dallas, TX	800	New Orleans, LA	175	San Diego, CA	275
Delray Beach, FL	350	New York, NY	1,500	San Francisco, CA	850
Denver, CO	500	Newark, NJ	300	Seattle, WA	350
Detroit, MI	225	Orlando, FL	400	Washington, DC	1,025
	3,925		8,350		4,475
TOTAL SLOTS:		<u>16,750</u>			

Table B-1: BASE YR SITE & SLOT REQUIREMENTS AT CONTRACT START/END OF TWO MONTH TRANSITION PERIOD

Upon notification by the contracting officer, the contractor must be fully prepared with sufficient staff and equipment to fulfill all SOW requirements for the full number of ISAP II participant slots at the site locations listed in Table B-2 (Table B-2a shows the DRO's participant slot requirements estimate by location for the last year of the contract). For locations listed under "Contractor Site" services must be provided at these locations out of the contractor's own facilities. For locations listed under "Government Site" services must be provided by the contractor on-site at the respective DRO field office or sub-office.

ISAP II ESTIMATED TOTAL SITES & PARTICIPANT SLOTS					
CONTRACTOR SITE		GOVERNMENT SITE			
SITE	SLOTS	SITE	SLOTS	SITE	SLOTS
Atlanta, GA	400	Aguadilla, PR	50	Lompoc, CA	50
Austin, TX	100	Alamance County Jail	50	Lords Valley, PA	50
Bakersfield & California	100	Alamosa, CO	50	Lubbock, TX	50
Baltimore, MD	450	Albany, NY	50	Manchester, NH	50
Boston, MA	400	Allentown, PA	50	Medford, OR	50
Buffalo, NY	200	Allenwood, PA	50	Midland Odessa, TX	50
Charleston, SC	100	Amarillo, TX	50	Milwaukee, WI	50
Charlotte, NC	200	Anchorage, AK	50	Mobile, AL	50
Chicago, IL	400	Batavia, NY	50	Nashville, TN	50
Cleveland, OH	100	Baton Rouge, LA	50	Nassau Co. Jail, NY	50
Columbus, OH	100	Beaumont, TX	50	Norfolk, VA	50
Dallas, TX	800	Big Springs, TX	50	North Platte, NE	50
Delray Beach, FL	350	Boise, ID	50	Oakdale, LA	50
Denver, CO	500	Bowling Green, KY	50	Ogden, UT	50
Detroit, MI	225	Brush, CO	50	Omaha, NE	50
El Paso, TX	200	Cary, NC	50	Pecos, TX	50
Hartford, CT	125	Casper, WY	50	Portland, ME	50
Houston, TX	300	Castle Point, NY	50	Providence, RI	50
Kansas City, MO	250	Cedar Rapids, IA	50	Provo, UT	50
Las Vegas, NV	100	Champlain, NY	50	Pueblo, CO	50
Los Angeles, CA	3,400	Charleston, WV	50	Rapid City, SD	50
Louisville, KY	100	Chattanooga, TN	50	Richland, WA	50
Marlton, NJ	100	Cheyenne, WY	50	Richmond, VA	50
Memphis, TN	100	Cincinnati, OH	50	Roanoke, VA	50
Miami, FL	1,700	Craig, CO	50	Rock Island, IL	50
New Orleans, LA	175	Dalles, OR	50	Sacramento, CA	50
New York, NY	1,500	Des Moines, IA	50	Salisbury, MD	50
Newark, NJ	300	Dover, DE	50	San Bernardino, CA	50
Oklahoma City, OK	100	Durango, CO	50	San Jose, CA	50
Orlando, FL	400	Eden, TX	50	San Juan, PR	50
Philadelphia, PA	700	El Centro, CA	50	San Pedro, CA	50
Phoenix, AZ	100	Etowah, AL	50	Santa Ana, CA	50
Pittsburgh, PA	100	Eugene, OR	50	Sault Ste Marie, MI	50
Portland, OR	175	Fayetteville, AR	50	Savannah, GA	50
Raleigh, NC	100	Fort Smith, AR	50	Shreveport, LA	50
Reno, NV	100	Fresno, CA	50	Sioux City, IA	50
Saint Paul, MN	700	Ft. Myers, FL	50	Sioux Falls, SD	50
Salt Lake City, UT	125	Glenwood, CO	50	Spokane, WA	50
San Antonio, TX	175	Grand Forks, ND	50	Springfield, MO	50
San Diego, CA	275	Grand Island, NE	50	St. Albans, VT	50
San Francisco, CA	850	Grand Junction, CO	50	St. Croix, USVI	50
Seattle, WA	350	Grand Rapids, MI	50	St. George, UT	50
Tampa, FL	100	Greer, SC	50	St. Louis, MO	50
Texarkana, AR	100	Gulfport, MS	50	St. Thomas, USVI	50
Washington, DC	1,025	Hagatna, Guam	50	Stuart, FL	50
		Harlingen, TX	50	Stewart, GA	50
		Harrisonburg, VA	50	Stockton, CA	50
		Helena, MT	50	Syracuse, NY	50
		Honolulu, HI	50	Tallahassee, FL	50
		Huntsville, TX	50	Tulsa, OK	50
		Idaho Falls, ID	50	Tuscon, AZ	50
		Imperial, CA	50	Twin Falls, ID	50
		Indianapolis, IN	50	Ventura, CA	50
		Jackson, MS	50	Wenatchee, WA	50
		Jacksonville, FL	50	Wichita, KS	50
		Jena, LA	50	Winston-Salem, NC	50
		Knoxville, TN	50	Yakima, WA	50
		Lake Charles, LA	50	York, PA	50
		Lancaster, CA	50	Yuma, AZ	50
		Little Rock, AR	50		
TOTAL K-SITES	18,250	TOTAL G-SITES	5,950		
TOTAL OY 1 SLOTS			24,200		

Table B-2: ISAP II ESTIMATED TOTAL SITES & PARTICIPANT SLOTS

ESTIMATED ISAP II SITE & PARTICIPANT SLOT REQUIREMENTS AT OY4 START					
CONTRACTOR SITE		GOVERNMENT SITE			
SITE	SLOTS	SITE	SLOTS	SITE	SLOTS
Atlanta, GA	450	Aguadilla, PR	56	Lompoc, CA	56
Austin, TX	113	Alamance County Jail, NC	56	Lords Valley, PA	56
Bakersfield & California City, CA	113	Alamosa, CO	56	Lubbock, TX	56
Baltimore, MD	506	Albany, NY	56	Manchester, NH	56
Boston, MA	450	Allentown, PA	56	Medford, OR	56
Buffalo, NY	225	Allenwood, PA	56	Midland Odessa, TX	56
Charleston, SC	113	Amarillo, TX	56	Milwaukee, WI	56
Charlotte, NC	225	Anchorage, AK	56	Mobile, AL	56
Chicago, IL	450	Batavia, NY	56	Nashville, TN	56
Cleveland, OH	113	Baton Rouge, LA	56	Nassau Co. Jail, NY	56
Columbus, OH	113	Beaumont, TX	56	Norfolk, VA	56
Dallas, TX	900	Big Springs, TX	56	North Platte, NE	56
Delray Beach, FL	394	Boise, ID	56	Oakdale, LA	56
Denver, CO	563	Bowling Green, KY	56	Ogden, UT	56
Detroit, MI	253	Brush, CO	56	Omaha, NE	56
El Paso, TX	225	Cary, NC	56	Pecos, TX	56
Hartford, CT	141	Casper, WY	56	Portland, ME	56
Houston, TX	338	Castle Point, NY	56	Providence, RI	56
Kansas City, MO	281	Cedar Rapids, IA	56	Provo, UT	56
Las Vegas, NV	113	Champlain, NY	56	Pueblo, CO	56
Los Angeles, CA	3,827	Charleston, WV	56	Rapid City, SD	56
Louisville, KY	113	Chattanooga, TN	56	Richland, WA	56
Marlton, NJ	113	Cheyenne, WY	56	Richmond, VA	56
Memphis, TN	113	Cincinnati, OH	56	Roanoke, VA	56
Miami, FL	1,913	Craig, CO	56	Rock Island, IL	56
New Orleans, LA	197	Dalles, OR	56	Sacramento, CA	56
New York, NY	1,688	Des Moines, IA	56	Salisbury, MD	56
Newark, NJ	338	Dover, DE	56	San Bernardino, CA	56
Oklahoma City, OK	113	Durango, CO	56	San Jose, CA	56
Orlando, FL	450	Eden, TX	56	San Juan, PR	56
Philadelphia, PA	788	El Centro, CA	56	San Pedro, CA	56
Phoenix, AZ	113	Etowah, AL	56	Santa Ana, CA	56
Pittsburgh, PA	113	Eugene, OR	56	Sault Ste Marie, MI	56
Portland, OR	197	Fayetteville, AR	56	Savannah, GA	56
Raleigh, NC	113	Fort Smith, AR	56	Shreveport, LA	56
Reno, NV	113	Fresno, CA	56	Sioux City, IA	56
Saint Paul, MN	788	Ft. Myers, FL	56	Sioux Falls, SD	56
Salt Lake City, UT	141	Glenwood, CO	56	Spokane, WA	56
San Antonio, TX	197	Grand Forks, ND	56	Springfield, MO	56
San Diego, CA	310	Grand Island, NE	56	St. Albans, VT	56
San Francisco, CA	957	Grand Junction, CO	56	St. Croix, USVI	56
Seattle, WA	394	Grand Rapids, MI	56	St. George, UT	56
Tampa, FL	113	Greer, SC	56	St. Louis, MO	56
Texarkana, AR	113	Gulfport, MS	56	St. Thomas, USVI	56
Washington, DC	1,154	Hagatna, Guam	56	Stuart, FL	56
		Harlingen, TX	56	Stewart, GA	56
		Harrisonburg, VA	56	Stockton, CA	56
		Helena, MT	56	Syracuse, NY	56
		Honolulu, HI	56	Tallahassee, FL	56
		Huntsville, TX	56	Tulsa, OK	56
		Idaho Falls, ID	56	Tuscon, AZ	56
		Imperial, CA	56	Twin Falls, ID	56
		Indianapolis, IN	56	Ventura, CA	56
		Jackson, MS	56	Wenatchee, WA	56
		Jacksonville, FL	56	Wichita, KS	56
		Jena, LA	56	Winston-Salem, NC	56
		Knoxville, TN	56	Yakima, WA	56
		Lake Charles, LA	56	York, PA	56
		Lancaster, CA	56	Yuma, AZ	56
		Little Rock, AR	56		
TOTAL K-SITES	20,541	TOTAL G-SITES	6,697		
TOTAL		<u>27,237</u>			

Table B-2A: ESTIMATED ISAP II SITE & PARTICIPANT SLOT REQUIREMENTS AT OY4 START

Table B-3 is the current non-binding estimate of how the ISAP II program participants will be allocated to each CLIN at each site at any given point in time. The total participant population (FY08) under EM represented approximately 30% of the overall participant population (i.e. 100% of EM Services CLINs = 30% of all ISAP II CLINs).

SUPERVISORY SERVICES CLIN	DESCRIPTION	ESTIMATED ALLOCATION
X002A	Pre-Order Supervision	65%
X002B	Post-Order Supervision	10%
X002C	Appeal Period Supervision	10%
X002D	POCR-Reasonably Foreseeable Removal	10%
X002E	POCR-Non-Foreseeable Removal	5%
TOTAL		100%
EM SERVICES CLIN	DESCRIPTION	ESTIMATED ALLOCATION
X003A	EM ONLY-TR	40%
X003B	EM ONLY-RF	20%
X003C	EM ONLY-GPS/A	2%
X003D	EM ONLY- GPS/P	3%
X003E	EM ONLY-RF CELL	34%
TOTAL		100%

Table B-3: ESTIMATED REQUIREMENTS ALLOCATION

APPENDIX C: 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 Department of Homeland Security (DHS) shall make 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 DHS under this task order. The Contractor shall provide replacement equipment for all monitoring/transmitting units that DHS 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 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 ICE 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 a 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 DRO Task Manager for 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 Participant's whereabouts in virtually real time via satellite uplink through a monitoring system.
 - Passive mode is defined as the ability to track the 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 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 Participant shall not enter.
 - Inclusion Zone is defined as a geographical area programmed as satellite coordinates into the tracking system that the 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 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 Participant. The transmitter shall be capable of being affixed to the ISAP 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

- e. 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 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.
- f. The transmitter shall be tamper resistant and have features that reliably detect efforts to tamper with or remove the device.
- g. 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 ISAP Participant-worn transmitter, and transmits data on the 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.** Prior to the end of the face-to-face intake interview with the Participant (refer to ISAP II SOW 5.1.3), the Contractor shall install the monitoring device on the Participant. Participants shall not be permitted to exit the interview until all enrollment procedures have been completed and the Participant has been fitted with the prescribed EM device. The Contractor shall conduct an operational equipment test on the device to ensure it is in good working condition prior to dismissing the

- b. Participant from the interview. Equipment that requires component installation in the Participant's residence must be installed and operational within eighteen (18) hours of intake. Exceptions for extraordinary circumstances must be coordinated for approval with the local DRO Task Manager or COTR.
- c. 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.
- d. Portable Monitoring Unit. The Contractor shall use a portable monitoring unit (Drive-by Unit) to verify the Participant's presence at various locations by identifying the signal from the 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 local DRO Task Manager for DRO Officer/Agent use in detecting Participants' presence at various locations as needed.
- e. 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 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 DRO Field- or Sub-Office being serviced under the ISAP II contract.

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 Program.

1.8 Equipment and Service Upgrades/Improvements

Throughout the life of the task order, the Contractor shall provide EM equipment that is in good working order and capable of fulfilling mission requirements. At contract start the Contractor must establish its EM equipment inventory with the most up-to-date versions (as determined by the COTR prior to award) and refresh inventory every 24 months. 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 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 immediately following a monitoring system malfunction. The DRO 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 Participant data or other agency program settings should the Case Specialist request this. The Contractor shall also detail how it determines, maintains, and communicates this authorization to its 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. The Contractor is prohibited from accessing system user IDs of DRO employees except when specifically required to resolve help-desk issues.

2.3 Continuous Operation of Monitoring System

The Contractor staff shall be at the monitoring site and shall operate the monitoring system continuously 24 hours a day, 7 days a week. The monitoring center shall promptly detect and notify Case Specialists and/or DRO Officers of key event(s). In the event that remote access is temporarily inoperable, Contractor staff shall implement a contingency to manually provide data entry upon requests by Case Specialists and/or DRO Officers of all Participant enrollments, schedule changes and other monitoring information requests and reports and otherwise respond to all inquiries from the staff referenced above. See also ISAP II SOW 8.2.

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. See also ISAP II SOW **Error! Reference source not found.**

3. Key events for Electronic Monitoring Systems

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

- a. Unauthorized absence from Participant residence
- b. GPS zone violations
 - o Failure to return to Participant residence from a scheduled absence
 - o Late arrivals or early departures from 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 Case Specialist and DRO case officer using the Notification Schedule. 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.

The Contractor must telephonically contact the Participant immediately upon system notification of a band or device tamper alert. In the event of such an alert the Contractor must arrange a residence visit or an office visit, as appropriate, to occur no later than the next business day to examine the equipment to ensure that it has not been tampered with. If the Contractor is able to make contact with the participant, then written notification of the band/strap/device tamper can be made within 48 hours if there are no further issues. If the contractor is not able to contact the participant telephonically, then the local DRO Task Manager must be contacted within one hour of the initial alert. See also ISAP II SOW **Error! Reference source not found.**

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 using any data field, to sort by any data field, and to search by any data 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.

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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). DHS 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. ISAP Participant schedule
 - i. Schedule overview
 - ii. Leave (out of range) date/time
 - iii. Enter (in range) date/time

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- b. Event History of ISAP 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 and DRO Task Manager Remote Access

The contractor shall provide the DRO Headquarters COTR and the local DRO Task Manager with 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 ISAP Participant at the point of termination.
- Actively monitored Participants at the end of each month.
- 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 Case Specialists' calls.
- Alerts of specific Key Events.
- Calls to Case Specialists.

4.3 Telephone Access to the Monitoring Facility

The Contractor shall provide a toll-free telephone number for Case 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 Participant Enrollments – Case Specialists shall complete a new Participant enrollment including relevant personal information for each participant, including name, address, alien registration number, telephone

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- 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 – Case 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 Participant names, associated transmitter/receiver serial numbers, the current real-time status of the Participant referencing the single most recent event that was reported for each Participant. Additional detail shall be available real-time events as they occur for each participant.
 - Case Specialist Caseload Report – A report that provides the current participant list of a Case Specialist’s assigned cases.
 - Event/Report Analysis – Case 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 ISAP Participants – Case Specialists shall be able to terminate monitoring on any Participant on their caseload, once directed by the local DRO Task Manager.
 - Daily Summary Report – A chronological list of all Participants’ activities including date and time of occurrence based on the report dates requested. The report shall include 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. System must operate 24/7 and be tied directly in the contractor-owned monitoring center.
- System must operate 24/7 and be tied directly in the contractor-owned monitoring center.

- 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).
- The Contractor shall implement policies and procedures prohibiting ISAP Participants from using cellular/tracfones to access the telephonic reporting system.

APPENDIX D: REQUIRED SECURITY CLAUSE
SENSITIVE /UNCLASSIFIED CONTRACTS

SECURITY REQUIREMENTS

a. GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract HSCECR-09-D-00002 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

b. SUITABILITY DETERMINATION

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

c. 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 5 days before the starting date of the

contract or 5 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 copies)
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. Optional Form 306 Declaration for Federal Employment (applies to contractors as well)
6. Authorization for Release of Medical Information

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 DHS IT systems and the information contained therein, to include, the development and / or maintenance of DHS IT systems; or access to information contained in and / or derived from any DHS IT system.

d. CONTINUED ELIGIBILITY

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

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 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.

e. EMPLOYMENT ELIGIBILITY

The contractor shall agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

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.

f. SECURITY MANAGEMENT

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

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

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

g. INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data 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).

h. INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

All contractor employees using Department automated systems or processing Department

sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors 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).

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.

SECTION E – INSPECTION AND ACCEPTANCE

CLAUSES IN FULL TEXT:

52.246-4 Inspection of Services -- Fixed-Price (Aug. 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of Clause)

SECTION G: CONTRACT ADMINISTRATION DATA

Contractors, please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ. This procedure takes effect 03/20/2008 and pertains to all invoices submitted on that date and thereafter. Please also reference Section 7.1.11 of Schedule C – Statement of Work for Invoice Details.

1. Invoices shall be submitted via one of the following three methods:

a. By mail:

DHS,ICE

Burlington Finance Center

P.O. Box 1620

Attn: ICE-DRO-FHQ-CED

Williston, VT 05495-1620

or

b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)

c. By e-mail at: Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE/OAQ. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 52.216-18 -- Ordering (Oct 1995)

(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 from date of award through expiration of the contract 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)

H.2 52.216-19 -- Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$0.00, 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 the contract period of performance ceiling price for the contract year in effect;

(2) Any order for a combination of items in excess of the contract period of performance ceiling price for the contract year in effect; or

(3) A series of orders from the same ordering office within 365 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 5 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)

H.3 52.216-21 -- Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 19 July 2014. (End of Clause)

H.4 Procedure for Activation of Additional ISAP II Field Office/Sub-Office Locations

In accordance with Appendix B (Nationwide Program Expansion Requirements) of the Statement of Work (SOW), it is the Government's intent to expand its ISAP coverage to additional DRO Field Office and Sub-Office locations under the ISAP II contract through the establishment of new contractor facilities and assignment of contractor personnel working on-site at government facilities. The awardee shall be notified in writing of the Government's intent to open a new ISAP II Field Office or Sub-Office location(s). This authorization letter shall be signed by the ISAP II Contracting Officer and issued to the ISAP II Program Director and/or Deputy Program Director. It should be noted that the designated field office and/or sub-office location(s) may require "Contractor Site" or "Government Site" services. The awardee shall have no more than thirty (30) calendar days (for "Government Site" locations) and no more than sixty (60) calendar days (for "Contractor Site" locations) from receipt of the letter to commence ISAP II services and fulfill all SOW requirements at the specific field office and/or sub-office location(s) identified therein. The awardee must be prepared with sufficient staff and equipment to provide ISAP II services for the full (i.e. maximum) number of anticipated ISAP II participant slots for that location as listed in Table B-2 and B-2a of Appendix B. Each written authorization letter issued by the Government is not a task order, and therefore, shall not have any funding associated with it. All funding for ISAP II services shall be awarded against the resultant award on an annual basis via task orders. These annual task orders shall be incrementally funded, as needed, by CLIN and/or SLIN for the various levels of supervision and EM-Only services.

SECTION I: CONTRACT CLAUSES**PROVISIONS AND CLAUSES INCLUDED BY REFERENCE:**

- 52.202-1 Definitions (July 2004)
- 52.203-3 Gratuities (Apr 1984)
- 52.203-5 Covenant Against Contingent Fees (Apr 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (Sep 2006)
- 52.203-7 Anti-Kickback Procedures (Jul 1995)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Sep 2007)
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
- 52.204-7 Central Contractor Registration (Apr 2008)
- 52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007)
- 52.204-10 Reporting Subcontract Awards (Sep 2007)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006)
- 52.215-2 Audit and Records -- Negotiation (Jun 1999)
- 52.215-8 Order of Precedence -- Uniform Contract Format (Oct 1997)
- 52.219-8 Utilization of Small Business Concerns (May 2004)
- 52.219-9 Small Business Subcontracting Plan -*Alternate II* (Oct 2001) (April 2008)
- 52.219-16 Liquidated Damages -- Subcontracting Plan (Jan 1999)
- 52.219-28 Small Business Program Representations (May 2004)
- 52.222-1 Notice to the Government of Labor Disputes (Feb 1997)
- 52.222-3 Convict Labor (June 2003)
- 52.222-21 Prohibition of Segregated Facilities (Feb 1999)
- 52.222-26 Equal Opportunity (Mar 2007)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
- 52.222-50 Combating Trafficking in Persons (Aug 2007)
- 52.223-6 Drug-Free Workplace (May 2001)
- 52.224-1 Privacy Act Notification (Apr 1984)
- 52.224-2 Privacy Act (Apr 1984)
- 52.225-13 Restriction on Certain Foreign Purchases (Jun 2008)
- 52.227-14 Rights in Data -- General (Dec 2007)
- 52.228-5 Insurance -- Work on a Government Installation (Jan 1997)
- 52.229-3 Federal, State, and Local Taxes (Apr 2003)
- 52.232-1 Payments (Apr. 1984)
- 52.232-8 Discounts for Prompt Payment (Feb 2002)
- 52.232-17 Interest (Oct 2008)
- 52.232-23 Assignment of Claims (Jan 1986)
- 52.232-25 Prompt Payment (Oct 2003)
- 52.232-33 Payment by Electronic Funds Transfer--Central Contractor Registration (Oct. 2003)
- 52.233-1 Disputes (July 2002)
- 52.233-3 Protest after Award (Aug. 1996)
- 52.233-4 Applicable Law For Breach Of Contract Claim (OCT 2004)

- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
- 52.237-3 Continuity of Services (Jan 1991)
- 52.239-1 Privacy or Security Safeguards (Aug. 1996)
- 52.242-3 Penalties for Unallowable Costs (May 2001)
- 52.242-13 Bankruptcy (Jul 1995)
- 52.242-15 Stop-Work Order (Aug. 1989)
- 52.243-1 Changes -- Fixed Price - *Alternate III (Apr 1984) (Aug 1987)*
- 52.245-1 Government Property - *Alternate I (Jun 2007)*
- 52.245-9 Use and Charges (Jun 2007)
- 52.246-20 Warranty of Services (May 2001)
- 52.246-25 Limitation of Liability – Services (Feb 1997)
- 52.249-14 Excusable Delays (Apr 1984)

PROVISIONS AND CLAUSES IN FULL TEXT:

52.203-13 -- Contractor Code of Business Ethics and Conduct. (Dec 2008)

(a) Definitions. *As used in this clause—*

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) *The Contractor shall—*

(i) *Exercise due diligence to prevent and detect criminal conduct; and*

(ii) *Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.*

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor’s disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act

request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument

intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud,

conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer. (End of clause)

52.203-14 – Display of Hotline Poster(s) (Dec 2007)

(a) *Definition.*

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of *fraud hotline poster(s)*. Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

Department of Homeland Security Office of Inspector General Hotline Poster

Department of Homeland Security

Washington, DC 20528

Attn: Office of Inspector General, Hotline

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).) The poster may be located and downloaded from:

http://www.dhs.gov/xoig/assets/DHS_OIG_Hotline.pdf

DHS Office of Inspector General Hotline may be located at:
http://www.dhs.gov/woig/about/gc_1163703329805.shtm , or email:
DHSOIGHOTLINE@dhs.gov, or DHS OIG Hotline at (800) 323-8603

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of clause)

52.217-8 -- Option to Extend Services (Nov 1999)

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

52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within sixty (60) days prior to the end of the contract period provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty-six (66) months. (End of Clause)

52.222-39 – Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (Dec 2004)

(a) *Definition*. As used in this clause--

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
 Division of Information
 1099 14th Street, N.W.
 Washington, DC 20570
 1-866-667-6572
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

52.232-19 -- Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond the contract year in effect. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the contract year in effect until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. (End of Clause)

52.244-2 -- Subcontracts (June 2007)

(a) **Definitions.** As used in this clause—

“Approved purchasing system” means a Contractor's purchasing system that has been reviewed and approved in accordance with [Part 44](#) of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR [Subpart 2.1](#), entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

N/A

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.249-2 -- Termination for Convenience of the Government (Fixed-Price) (May 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government --

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; *provided*, however, that the Contractor

(i) is not required to extend credit to any purchaser and

(ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer.

The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by

- (1) the amount of payments previously made and
- (2) the contract price of work not terminated.

The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

- (1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

- (2) The total of --

- (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

- (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

- (iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

- (3) The reasonable costs of settlement of the work terminated, including --

- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

- (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted --

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)

(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes

all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents. (End of Clause)

52.249-8 -- Default (Fixed-Price Supply and Service) (Apr 1984)

- (a)
- (1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to --
- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
 - (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
 - (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).
- (2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.
- (b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include
- (1) acts of God or of the public enemy,
 - (2) acts of the Government in either its sovereign or contractual capacity,
 - (3) fires,
 - (4) floods,
 - (5) epidemics,
 - (6) quarantine restrictions,
 - (7) strikes,
 - (8) freight embargoes, and
 - (9) unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any

(1) completed supplies, and

(2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract.

Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract. (End of Clause)

52.252-2 -- Clauses Incorporated by Reference (Feb 1998)

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

3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006)

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

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

(1) Within SIXTY (60) 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)

3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 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 S SI," 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)

ALTERNATE I (JUN 2006)

When the contract will require contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

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

(h) The contractor shall have access only to those areas of DHS 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.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) 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.

(k) 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 Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) 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;
- (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (3) The waiver must be in the best interest of the Government.

(l) 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 non-U.S. citizens after contract award shall also be reported to the contracting officer. (End of Clause)

3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Treatment of Certain Rights.*

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

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

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]: it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#);

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

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

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

3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(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 are: Program Director and Deputy Program Director.** (End of clause)

3052.219-70 SMALL BUSINESS SUBCONTRACTING PLAN REPORTING (JUN 2006)

(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 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)

3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes. (End of clause)

3052.222-71 STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (DEC 2003)

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies. (End of clause)

3052.228-70 INSURANCE (DEC 2003)

In accordance with the clause entitled "Insurance - Work on a Government Installation" [*or Insurance - Liability to Third Persons*] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

- (a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).
- (b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).
- (c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c). (End of clause)

3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)

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)

3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

(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. (End of clause)

3052.245-70 GOVERNMENT PROPERTY REPORTS (JUN 2006)

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on DHS Form 0700-5, Contractor Report of Government Property. (End of clause)