

Section II

Statement of Work

Immigration Detention Case Management and Intake Services

1.0 GENERAL

The Office of the Immigration Detention Ombudsman (OIDO) was established by Congress on December 20, 2019, per Sec. 106 of the Consolidated Appropriations Act, 2020, Public Law 116-93. OIDO acts as an independent office within the Department of Homeland Security (DHS) to resolve problems related to the detention of individuals and families, as mandated under current immigration law.

2.0 OBJECTIVE

OIDO is committed to actively contributing to DHS' mission by addressing individual and systemic concerns related to the detention of individuals under current immigration law. Within OIDO, the Case Management Division (CMD) is responsible for examining cases submitted by, or on behalf of, individuals in immigration detention regarding potential misconduct or violations of law, policy or detention standards by DHS. CMD will also be responsible for maintaining a constant and consistent presence at detention facilities for the purpose of intaking cases and conducting site visits, and therefore, requires professional immigration detention case manager services to supplement our federal staff.

CMD will also be responsible for the intake of such cases, and therefore, requires the establishment of an OIDO Intake Center, which will serve as a conduit through which the public can report cases via email and mail, and eventually, telephone.

3.0 SCOPE OF WORK

The scope of work falls into two general categories: Case Management and Intake Center support defined as follows:

3.1 Case Management Scope of Work

The contractor will conduct rotational site visits of DHS detention facilities on behalf of OIDO. Rotational site visits will combine engagement and case intake services to detainee populations such that staff will first conduct general introductions of themselves and the purpose of the Immigration Detention Ombudsman's Office, hold case intake sessions on-site to discuss any potential concerns or issues facing detainees, perform initial triage of such cases, and then work to resolve the concerns, on-site if possible, or through further review or referral to other OIDO staff or offices, or other DHS components.

3.2 Intake Center Scope of Work

The contractor shall provide professional support services to conduct email case intake, mail case intake, data entry operations, and eventually telephonic case intake. Email case

intake responsibilities include: 1) monitoring a designated public OIDO email-box for incoming cases submitted on an OIDO Intake Form, 2) conducting triage on OIDO Intake Forms to ensure required fields are completed, and, responding to the submitter with requests for additional and/or missing required information if needed, and 3) data-entering information from OIDO Intake Forms into IDCMS. Mail case intake responsibilities include: 1) sorting incoming OIDO Intake Forms received via mail, 2) conducting triage on OIDO Intake Forms to ensure required fields are completed and responding to the submitter with requests for additional and/or missing required information if needed, and 3) data-entering information from OIDO Intake Forms into IDCMS. Telephonic case intake responsibilities include: 1) answering calls received in a professional and timely manner; 2) inputting required case intake fields (e.g., caller information, concerns/issues), and information presented to caller into a proprietary case management system, "Immigration Detention Case Management System (IDCMS)"; 3) conducting searches for relevant information using internal IT systems and external sites, and 4) providing case status updates to callers. **Telephone support is not needed immediately, but we ask that the contractor have the capability to provide such support when needed eventually.*

4.0 CASE MANAGEMENT REQUIREMENTS

The Contractor will provide the following staff:

- Supervisory Immigration Detention Case Manager
- Immigration Detention Case Manager

The Contractor will provide personnel qualified in detention management and public engagement to OIDO and will stress to such personnel the importance of maintaining an objective and impartial approach to site visits and review of cases.

Initially, OIDO anticipates the need for contractors in the following roles and corresponding locations:

Base Period and Option Period One

Four (4) designated to the Atlanta, GA region
Four (4) designated to the San Antonio, TX region
Three (3) designated to the New Orleans, LA region
Four (4) designated to the Dallas, TX region
Four (4) designated to the Phoenix, AZ region

Option Period Two and Three

Seven (7) designated to the Atlanta, GA region
Seven (7) designated to the San Antonio, TX region
Seven (7) designated to the New Orleans, LA region
Seven (7) designated to the Dallas, TX region
Seven (7) designated to the Phoenix, AZ region
Seven (7) designated to the Las Vegas, NV region

Seven (7) designated to the Newark, NJ region
Seven (7) designated to the Chicago, IL region

OIDO will attempt to provide a two (2) week notice of scheduled facility site visits, but all contractors must be available to travel within twenty-four (24) hours of the service date of request.

Future contract years may allow for expansion of contractor staff to additional regional and district locations.

4.1 Task 1 - Contract Management: The Contractor will provide productivity and management methods such as, but not limited to, quality control, data input, clerical, statistical and/or analytical documentation and manipulation, training of contract personnel, and related functions. Contract management will be responsible for performing the day-to-day management of overall contract support operations ensuring conformity to contract terms and conditions. Each PM will have authority for unsupervised technical and financial decisions and actions. The Contractor will, at a minimum:

4.1.1 Provide required qualified personnel to support OIDO, to include all designated Key Personnel.

4.1.2 Update the list of Contractor Personnel within forty-eight (48) hours of personnel changes, and notify the CO and COR, providing an updated employee listing and identifying all changes. Changes to the employee list may be due to new hires, reassignment, resignations, terminations, or other reasons.

4.1.3 Notify the COR within two (2) hours of a termination and inform the employee that they cannot report to work/facility or wait until the end of the business day to terminate the employee. The Contractor will submit résumés for proposed replacement Key Personnel to the COR and CO for review and approval in accordance with Section II Subsection 6.0 of this SOW.

4.1.4 Perform Quality Control/Quality Assurance of all contract requirements.

4.1.5 Provide contractors to conduct on-site interviews with detainees to discuss detention conditions.

4.1.6 Provide contractors to intake cases into a proprietary case into the Immigration Detention Case Management System (IDCMS).

4.1.7 Provide analytical support to identify trends and patterns based on detention compliance inspection.

4.1.8 Ensure communication capability among Contractor staff, to include voicemail and email.

4.2 Task 2 - Reporting: Reporting will include, but not be limited to, facility review activities, review findings, detention standard deficiencies, recommendations, significant

event observations and trend analysis, information gathered from case intake sessions, and summaries of the number and types of cases input into the proprietary case management system. Reports and other written material must contain relevant information, observations, or findings, as dictated by the assignment and training. Examples of reports include but are not limited to the following:

4.2.1 Final write-ups and reports of site review activities, to include compliance reviews, case intake summaries and finding, and any other related tasks, will be submitted to the COR within five (5) business days following the conclusion of the related review.

4.2.2 Provide ad hoc reviews to assess facility detention standard compliance.

4.3 Task 3 - Surge Support: The Contractor shall provide surge support in support of all Tasks identified in this section when a surge support request is authorized by the Contracting Officer's Representative. Surge Support must always use the minimum number of hours during the period of performance.

4.3.1 Surge events generally cause a significant, more than 25%, spike in the number of site visits needed or addition of detention facilities requiring a site visit over a set period. Based on the nature of the event, surge support services may require a varying mixture of labor support and labor hours. The Contractor shall provide an estimated level of effort to the government when a potential surge event is identified. The Contractor shall not commence work under surge support prior to receiving written approval from the COR. Overtime rates will not be authorized.

4.3.2 Surge support hours will be directly associated with the duration of the impacting event. Surge Support is not to be construed as a permanent change to the Contractor's normal working hours.

4.4 Task 4 - Case Intake/Site Review:

4.4.1 Participate as a team member on activities related to preparation of site reviews, including coordination with detention staff, session/intake planning, site review-scheduling and travel functions thereof.

4.4.2 Participate as a team member on activities related to site reviews, including identifying, analyzing, and seeking to resolve cases related to the conditions of immigration detention; conducting site reviews of the facilities; and holding engagement sessions with detainee populations regarding OIDO functions.

4.4.3 Perform case intake of detainees, which involves in-person or remote interviews of detainees, conversing with detainees in an objective and impartial manner, and inputting information into the case management system.

4.4.4 Perform follow-up research and analysis needed to resolve or move forward cases, including, focused interviews with detainees regarding conditions of detention, comprehensive fact-finding review of a detainee's detention history, using internal DHS

and external sites as needed, a review of all records pertaining to the detainee (immigration, detention, medical, housing, segregation, video surveillance footage, hospital, etc.); and, a review of facility and agency policies and standards relevant to the detainee's custody.

4.4.5 Provide introductions to detention staff and detainees regarding the purpose of the site visit and information session regarding OIDO.

4.4.6 Prepare briefings on site visit and review findings using available media as necessary (i.e., PowerPoint) and provide database support, as needed.

4.4.7 Maintain review data and results on GFE. All offsite work not done on GFE must be completed on own equipment protected by intrusion firewalls and in compliance with the applicable ICE Information Governance and Privacy Requirements below.

4.4.8 At the expiration of the contract, the Contractor will convey any SME's notes and copies of inspections to the COR for further retention, as necessary. If the completed reports retained at OIDO Headquarters are deemed sufficient, the CO may authorize the COR to eliminate the requirement for the Contractor to forward copies to OIDO, at which time these records must be destroyed. When handling information electronically and in writing which contain sensitive information, the Contractor must ensure to follow all protocol specified by the Department of Homeland Security regarding the collection, input, storage, and transfer of the data always.

5.0 INTAKE SERVICES REQUIREMENTS

The Contractor will provide the following staff Base Year and Option Year 1

Base Period and Option Period One

One (1) Project Manager
One (1) Senior Data Analyst
Three (3) Data Analysts

Option Period Two and Three

One (1) Project Manager
One (1) Senior Data Analyst
Four (4) Data Analysts

5.1 Task 1 - Email and Mail Case Intake Operations Support: The contractor shall provide staff to adequately and consistently review all incoming written and non-telephonic complaints submitted to the OIDO Intake Center via email and mail.

Email case intake responsibilities include: 1) monitoring a designated public OIDO email-box for incoming cases submitted on an OIDO Intake Form, 2) conducting triage on OIDO Intake Forms to ensure required fields are completed and responding to the submitter with

requests for additional and/or missing required information if needed, and 3) data-entering information from OIDO Intake Forms into IDCMS.

Mail case intake responsibilities include: 1) sorting incoming OIDO Intake Forms received via mail, 2) conducting triage on OIDO Intake Forms to ensure required fields are completed and responding to the submitter with requests for additional and/or missing required information if needed, and 3) data-entering information from OIDO Intake Forms into IDCMS.

This work will be performed between 8:00 a.m. - 5:00 p.m. The contractor shall monitor multiple internal IT systems and email accounts to identify new complaints and inquiries in real time. The contractor shall review and log all incoming cases into IDCMS and conduct a preliminary review on the nature of the complaint/inquiry. The contractor shall conduct initial triage to ensure that required case intake information is provided and, if needed, will respond to the submitter with requests for additional and/or missing information. The contractor shall track all outstanding cases to ensure timely response and close out.

5.2 Task 2 - Telephonic Case Intake Operations Support: The contractor shall have familiarity and the capability to provide staff for adequately and consistently answering calls to the OIDO Intake Center located at DHS headquarters, St. Elizabeth's campus, 2703 Martin Luther King Ave., S.E., Washington, D.C. 20525 for 12 hours each day, 8:00 a.m. Eastern Time to 8:00 p.m. Eastern Time Monday through Friday, excluding federal holidays from Washington, DC. These hours and timeframes may change based upon operational needs with approval by the COR.

5.3 Task 3 - Contract Management: The Contractor shall provide points-of-contact for the COR. The Contractor will ensure that no one on the Contractor's staff accepts any tasking from Government personnel without their knowledge and the concurrence of the COR and the CO.

The Contractor shall be responsible for assuring that OIDO receives the support services for which the Contractor is responsible and shall interface with the COR daily or when required to meet contract requirements.

The contractor shall, at a minimum:

5.3.1 Provide required qualified personnel to support the OIDO Intake Center to include designated Key Personnel.

5.3.2 Provide recommendations for improvements to the OIDO Intake Center operations, review processes, documents, information systems, or procedures. Any decisions are subject to approval by COR.

5.3.3 Provide *ad hoc* data gathering and analysis.

5.3.4 Update the staffing list within 48 hours of personnel change(s), and shall notify the COR, providing an updated employee listing and identifying all changes. Changes to the

employee list may be due to new hires, reassignment, resignations, terminations, or other reasons. In the case of terminations, the contractor shall notify the COR within two hours and the contractor shall remove the terminated employee from all work on this contract, and all government property turned into designated staff. The contractor shall submit a resume for proposed replacement key personnel to the COR and CO.

5.3.5 Perform Quality Control/Assurance (QC/QA) of all contract requirements.

5.3.6 Ensure communication capability among contractor staff and with OIDO HQ personnel, to include voice, email, and instant messaging. This includes continuous communication with HQ desk officers during business hours. Personal or contractor owned laptop computers shall not be authorized only Government Furnished Equipment (GFE).

5.3.7 Oversee the performance of all personnel assigned to this contract in accordance with a management plan that details how employees will be efficiently managed.

5.3.8 During operational periods, maintain real-time awareness of the operational status of IDCMS, and other necessary systems, and immediately notify the COR (and other program management staff) of system outages or disruptions, or other technical issue affecting OIDO operations.

5.4 Task 4 - Work Activity Tracking:

5.4.1 The contractor shall track all work activity unless otherwise instructed by the COR and provide monthly report to the COR.

5.4.2 The contractor shall track intake and response to queries according to required fields on the OIDO Intake Form. All pertinent data will be housed on the Government's server with input of data and access to this data restricted to contractor staff which has received prior clearance from OIDO. Contractor personnel shall be granted appropriate clearance levels by DHS prior to being given access to Government computer systems and /or databases.

5.4.3 The contractor shall maintain a list of all personnel accessing Government computers.

5.4.4 The contractor shall use internal DHS systems as well as public sites to research cases regarding detained and non-detained aliens.

5.5 Task 5 - Surge Support

5.5.1 The Contractor shall provide surge support in support of all Tasks identified in this section when a surge support request is authorized by the Contracting Officer's Representative. Surge Support must always use the minimum number of hours during the period of performance.

5.5.2 Surge events generally cause a significant, more than 25%, spike in the number of calls received into the call center over a set period. Based on the nature of the event, surge support services may require a varying mixture of labor support and labor hours. The Contractor shall provide an estimated level of effort to the government when a potential surge event is identified. The Contractor shall not commence work under surge support prior to receiving written approval from the COR. Overtime rates will not be authorized.

5.5.3 Surge support hours will be directly associated with the duration of the impacting event. Surge Support is not to be construed as a permanent change to the Contractor's normal working hours.

5.6 Task 6 - Transition Out

The Contractor shall provide to the Government COR a Transition Out Plan within 120 days before contract expiration in the event services under the contract transition to a new Contractor. The Plan should clearly outline the activities to be completed between the incumbent and successor Contractor. Further, the incumbent Contractor must incorporate a milestone schedule, inclusive of projected duration and completion dates for all transitional activities. Specifically, the incumbent Contractor will be responsible for transitioning current operational responsibilities and open projects to the successor Contractor. Transition activities include planning and programmatic functions (e.g., contract management, human resource management, quality assurance, etc.) necessary to transfer all logistical and technical support to the incumbent Contractor.

6.0 KEY PERSONNEL

All key personnel shall be bona fide employees, or subcontractor(s) of the prime contractor. Key personnel are expected to provide dedicated, consistent support for the life of the contract, or until replacements with equivalent or better skills are proposed by the prime contractor and accepted by OIDO, in accordance with HSAR 3052.215-70 – Key Personnel or Facilities (DEC 2003). **Only the Contracting Officer (CO) and Contracting Officer Representative (COR) has the authority to accept or reject the resumes of proposed replacement for key personnel. The acceptance or rejection notice will generally be provided within ten (10) working days.**

Before replacing any individual designated as Key by the government, the Contractor shall notify the Contracting Officer and Contracting Officer's Representative no less than 30 calendar days in advance, submit written justification for replacement, and provide the name and qualifications of any proposed replacement(s). All proposed replacements shall possess qualifications equal to or superior to those of the Key person being replaced. The Contractor shall not replace Key Contractor personnel without written approval from the Contracting Officer. The Key Personnel are listed as follows:

- **Supervisory Immigration Detention Case Manager (Case Management)**
- **Project Manager (Intake)**

6.1 Supervisory Immigration Detention Case Manager (Case Management)

This position is located in the Department of Homeland Security (DHS), Office of the Immigration Detention Ombudsman (OIDO), Case Management Division. OIDO is responsible for independently and impartially resolving complaints received from and on behalf of aliens in immigration detention and for providing oversight of immigration detention facilities within the purview of DHS.

The Supervisory Immigration Detention Case Manager will support OIDO Regional leadership by providing professional management support services to contracted Immigration Detention Case Managers.

The Supervisory Immigration Detention Case Manager will be responsible for managing a team of Immigration Detention Case Managers who conduct frequent site visits at immigration detention facilities, in teams with other federal and contract personnel, within a specified region and district, to identify, analyze, and seek to resolve cases related to the conditions of immigration detention. The Supervisory Immigration Detention Case Manager is also responsible for analyzing business processes and programming used by the Immigration Detention Case Managers in the field, recommending program improvements to the Immigration Detention Case Managers, and completing high-profile and/or quick turnaround tasks associated with the program.

6.1.1 Required Education

Bachelor's degree in social work, Latin American Studies, Liberal Arts, or an equivalent degree. Degree issuing institution and or program shall be accredited by an entity recognized by the U.S. Department of Education

6.1.2 Required Experience

- At least five years of related experience.
- Experience and knowledge of managing program objectives, policies, procedures, and requirements for conducting a case management program.
- Managing a team of ten or more employees.
- Experience in small- to mid-size team management, schedule coordination, program planning, and forecasting team workloads.

6.1.3 Central of Disease Control and Prevention (CDC) Guidelines

As per CDC guidelines – candidates must provide proof of a negative TB skin test, as well immunization from the following diseases: Hepatitis B, MMR, Varicella, and Influenza.

6.1.4 Required Knowledge, Skills, and Abilities

- Fluency in English
- Preferred fluency in Spanish or Portuguese.

- Knowledge of the case management process commensurate with training and education at a minimum at the bachelor's level.
- Knowledge of, and moderate proficiency in, Microsoft Office programs to include Word, Excel, Outlook, and PowerPoint.

6.1.5 Major Duties and Responsibilities

- Supervises and directs the efforts of a diverse workforce of contract Immigration Detention Case Managers, and as such, assigns work based on mission priorities, requirements, effectiveness, and capabilities of employees; develops and maintains effective work plans that help to ensure timely performance and completion of objective standards; provides advice and instruction to accomplish assigned functions; and evaluates performance of subordinates.
- Manages human resource and administrative duties, including but not limited to establishing schedules and managing leave requests; reviewing and addressing employee complaints; implementing minor disciplinary measures such as warnings and reprimands; recommending adverse action in more serious cases; and referring group grievances or more serious complaints to appropriate channels.
- Identifies training and professional development needs of contractors and provides or makes provisions for training as required.
- Provides feedback and recommendations regarding improvements to the office's case management system and issues regarding systems access, usability, and data management. May also be required to assist with research and analysis projects by reviewing, editing, and revising written work product including routine stakeholder correspondence; internal, external, and interagency correspondence; and formal presentations or recommendations.
- Serves as a senior and expert analyst on immigration detention.
- Serves as a technical expert and analyst on issues related to immigration detention, including conditions of detention and Department policies and procedures. Reviews individual cases and research legal and factual issues. Communicates appropriately with Department components related to the escalation of complex and sensitive inquiries. Consults with all levels of management and staff to resolve emerging problems.
- Collects case data, performs analyses and evaluations, and works with other OIDO divisions to evaluate trends to determine whether existing or proposed programs accomplish Department objectives. Develops reports, issue papers, and recommendations on existing or potential problem areas, trends, and significant program deficiencies.
- May assist in making recommendations to change laws, regulations, policies, and procedures within the Department of Homeland Security (including OIDO, ICE, CBP), contributing to the Detention Ombudsman's mandate to provide oversight of the immigration detention facilities under the Department's purview.
- Engages with other Federal agencies and components, community-based organizations, national and regional advisory groups, academic institutions, public policy institutions, and the public regarding the work of the Office.

- Work closely with the OIDO Regional Manager to coordinate and manage fluctuating staff schedules to meet OIDO mission and production goals.
- Ensures Immigration Detention Case Managers meet their productivity goals.
- Ensures Immigration Detention Case Managers appropriately address ICE/CBP, and facility staff questions or concerns related to specific detainees.
- Ensures Immigration Detention Case Managers are providing informational sessions that meet the standards developed by OIDO.
- Ensures Immigration Detention Case Managers appropriately resolve cases.
- As appropriate, coordinate effectively with ICE/CBP personnel regarding OIDO-related programs.
- Provides assistance and guidance to the Immigration Detention Case Managers as issues or questions arise.
- Helps in training and onboarding new Immigration Detention Case Manager employees.
- Provides data and reports on the implementation of Immigration Detention Case Manager program duties, including ad hoc reports on upon request.
- Ensures appropriate training, guidance and oversight is given to Immigration Detention Case Managers in support of meeting the Case Intake and Internal/External Outreach goals.

6.1.6 Duty Hours/On-Call Requirements

This full-time position requires the availability to work weekdays, with specific hours determined by the Program Office. This position does not require on-call duty, and there is no overtime permitted.

6.1.7 Security and Other Requirements

- The Department of Homeland Security's Personnel Security Unit (PSU) must render an Initial Preliminary Favorable Fitness Determination to be considered a qualified candidate.
- A Complete Favorable Fitness Determination must be rendered by PSU upon completion of initial, and between, subsequent background investigations to meet the requirements of this position.
- Must be a U.S. citizen.

6.1.8 Physical Demands

- Must be able to perform the duties in a fast-paced environment.
- The work requires travel to oversee site visit operations at detention facilities within the assigned region. During such travel, the position requires performance of duties in what may be a stressful and austere environment without physical limitations. Must be capable of standing on hard surfaces (cement floors) for long periods of time.
- When not traveling, the Contractor will be assigned to traditional office work. No special physical demands are required to perform such work.

6.1.9 Travel Requirement

- Workday travel and/or overnight travel may be required.
- Travel is reimbursed by the government per the FAR guidelines.

6.1.10 Supervisory Controls

This is a contract position and supervisory controls will be set forth by the contract vendor.

6.2 Immigration Detention Case Manager (Case Management)

This position is located in the Department of Homeland Security (DHS), Office of the Immigration Detention Ombudsman (OIDO), Case Management Division. OIDO is responsible for independently and impartially resolving complaints received from and on behalf of aliens in immigration detention and for providing oversight of immigration detention facilities within the purview of DHS.

The Contractor is responsible for conducting frequent site visits at immigration detention facilities, in teams with other federal and contract personnel, within a specified region and district. Additionally, responsible for identifying, analyzing, and seeking to resolve complaints related to the conditions of immigration detention.

Each Immigration Detention Case Manager will report to their designated Supervisory Immigration Detention Case Manager.

6.2.1 Required Education

Bachelor's degree in social work, Latin American Studies, Liberal Arts, or an equivalent degree. Degree issuing institution and or program shall be accredited by an entity recognized by the U.S. Department of Education

6.2.2 Required Experience

- At least two years of related experience (e.g., experience providing services to victims, experience working with immigrants or foreign-born individuals) and have knowledge of program objectives, policies, procedures, and requirements conducting a case management program at a local level.
- Experience working in or with victims or individuals in a confinement setting.
- At least two years of experience providing services to vulnerable populations.
- Experience with and an understanding of situations that contribute to family stress, problems, and crisis situations.

6.2.3 Required Licensure/Certification

As per CDC guidelines – candidates must provide proof of a negative TB skin test, as well immunization from the following diseases: Hepatitis B, MMR, Varicella, and Influenza.

6.2.4 Required Knowledge, Skills, and Abilities

- Fluency in English
- Knowledge of the case management process commensurate with training and education at a minimum at the bachelor's level.
- Preferred fluency in Spanish or Portuguese.
- Knowledge of, and moderate proficiency in, common Microsoft Office programs, specifically Microsoft Word, Excel, Outlook, and SharePoint.

6.2.5 Major Duties and Responsibilities

OIDO Case Intake

- Act as a contracted representative of OIDO, providing explanation of the work and background of the office to detainees and ICE/CBP staff during on-site detention visits.
- Hold case intake sessions where detainees may have one-on-one interviews and file formal case inquiries to OIDO.
- Identify, analyze, and seek to resolve complaints related to the conditions of immigration detention.
- Input cases into proprietary OIDO case management system and triage as needed.
- Resolve cases on-sight if appropriate / applicable.
- Conduct post-site visit research and review of cases to resolve and/or refer cases as needed.

Internal / External Outreach

- Facilitate communication between detainees and detention staff regarding the compliance of applicable agency policies and detention standards. Areas of facilitation include but are not limited to the following topic areas: allegations of sexual abuse and assault, identification and monitoring of pregnant detainees, requests for additional resources for detainees.
- Address facility staff questions or concerns related to specific detainees.
- Conduct informational sessions where staff can learn and share best practices and responses regarding issues that commonly affect detainee populations (e.g., trauma, abuse, sexual assault, domestic violence, human trafficking, child abuse).
- Coordinate site-visit meetings with detention staff to discuss findings and potential resolutions to problems.
- Provide additional services that will support an effective and efficient custody environment, as determined by facility and OIDO leadership.
- Provide data and reports on the program.

- Liaise and partner with local, national, and international resources regarding detainee access to resources.

Other

- Collaborate on, implement, and evaluate facility programming that addresses and supports an impartial and objective approach.
- To advance the mission of the program and enhance the Immigration Detention Case Manager knowledgebase, the Immigration Detention Case Manager may travel to headquarters and/or other relevant sites, as needed, to participate in training events.
- Other duties as assigned.

6.2.6 Duty Hours/On-Call Requirements

This full-time position requires availability to workdays, specific hours determined by the facility and the program. This position does not require on-call duty, and there is no overtime permitted.

6.2.7 Security and Other Requirements

- Human Resources Management and Services, Office of the Chief Human Capital Officer, Department of Homeland Security/HQ (HRSO) must render an Initial Preliminary Favorable Fitness Determination to be considered a qualified candidate.
- A Complete Favorable Fitness Determination must be rendered by HRSO upon completion of initial, and between, subsequent background investigations to meet the requirements of this position.
- Must be a U.S. citizen.

6.2.8 Physical Demands

- Must be able to perform the duties in a fast-paced environment.
- The work requires travel to oversee site visit operations at detention facilities within the assigned region. During such travel, the position requires performance of duties in what may be a stressful and austere environment without physical limitations. Must be capable of standing on hard services (cement floors) for long periods of time.
- When not traveling, the Contractor will be assigned to traditional office work. No special physical demands are required to perform such work.

6.2.9 Travel Requirement

- Workday travel and/or overnight travel may be required.
- Travel is reimbursed by the government per the FAR guidelines.

6.2.10 Supervisory Controls

This is a contract position and supervisory controls will be set forth by the contract vendor.

6.3 Project Manager (Intake)

The Project Manager is responsible for overall management of the project team. He/She serves as the primary conduit between OIDO leadership and the contracted team. He/She is responsible for facilitating the workflow of client deliverables and providing final oversight and quality assurance on reports and briefings materials. The Project Manager will be relied upon for high-level, strategic planning, and completing high-profile and/or quick turnaround tasks.

6.3.1 Duties to include but not limited to the following:

- Determines call center operational strategies by conducting needs assessments, performance reviews, capacity planning, and cost/benefit analyses; identifying and evaluating state-of-the-art technologies; defining user requirements; establishing technical specifications, and production, productivity, quality, and customer-service standards; contributing information and analysis to organizational strategic plans and reviews.
- Knowledge of customer interaction and voice response systems, and voice networks; Knowledge of user interfaces; developing and executing user acceptance test plans; planning and managing the implementation of new systems deployments, assessments, and systems recommendations.
- Maintains and improves call center operations by monitoring system performance; identifying and resolving problems; preparing and completing action plans; completing system audits and analyses; managing system and process improvement and quality assurance programs; installing upgrades.
- Maintains professional and technical knowledge by tracking emerging trends operations management; attending educational workshops; reviewing professional publications; establishing personal networks; benchmarking state-of-the-art practices; participating in professional societies.
- Accomplishes organization goals by accepting ownership for accomplishing new and different requests; exploring opportunities to add value to job accomplishment.
- Ensure all OIDO SOPs are updated as needed and SOPs are created for any new programs or lines of business.

6.3.2 Minimum Qualifications:

- Current Project Management Professional certification
- Experience leading projects or contracts with demonstrated ability to manage a project and to provide guidance and direction for specific projects or sub-tasks.
- Bachelor's Degree and eight years of experience; or a master's degree with six years of experience.
- Knowledge and experience working with RAD Apps; to include CRM tools.

6.4 Senior Data Analyst (Intake)

6.4.1 Duties to include but not limited to the following:

- Review all incoming written and non-telephonic complaints submitted to OIDO, summarizing key points in each case, advising federal staff on status and tracking cases.
- Support program management and have familiarity with OIDO client issues, assistance with workflow design issues, supporting client teams, with analysis of project data, and development of appropriate deliverables as needed.
- Maintain communications with OIDO supervisor, HQ Project Manager, the COR, and other personnel at OIDO HQ to create and maintain efficient processes; address emerging technical and administrative issues; and maintain situational awareness of issues affecting call responses, data issues, and HQ data analysis requirements.
- Interface with COR as required to meet the contract requirements.
- Coordinate with the COR to forecast both OIDO and contractor needs in an environment of shifting priorities and changing workloads.
- Supervises the Data Analysts, maintain staffing schedules at HQ and managing daily operational requirements for the HQ data team.
- Stands ready to answer incoming calls request in a timely manner from detention facilities and other stakeholders, as needed or directed by the COR through OIDO leadership.
- Responsible for ensuring data and database integrity.
- Provide *ad hoc* data gathering and analysis.
- Monitor multiple internal IT systems and email accounts to identify new complaints and inquiries in real time.
- Provide quality assurance for the development, implementation, and tracking of statistical data.
- Provide subject matter expertise (SME) to the government on the use of analytics and database usage.
- Analyze OIDO trends, volume, demographics, and intake metrics.
- Conducts research using DHS databases on specific complaints, the individuals submitting those complaints, or other triage information related to individual queries or systemic issues in ICE detention.
- If needed - works cases and develops summaries of cases to be referred to OIDO for follow-up review and action.
- Provide technical writing and editing support.
- Develop analytics to identify trend lines across multiple data sources.
- Examine and evaluate existing business practices and systems and make recommendations to create greater efficiencies and streamline operations, while maintaining or increasing compliance rates.
- Provide compliance rate data and data analytics for programmatic work that have an associated agency Directive which requires a measurement of compliance or service.
- Understand and use predictive analysis and tools to forecast, employ business analytics (including an enhanced ability to quantify and qualify data) and conduct

operational research to identify and recommend optimal or near-optimal solutions to complex challenges. The vendor will identify, understand, and provide business analytics by conducting quantitative and qualitative analysis on the data from the various programs that have cross-points with the OIDO.

- Provide programmatic conceptualization on new task that fall into the scope of the contracted programmatic work, the vendor will provide support, planning, and database enterprise solutions to include but is not limited to the strategic deployment of such non-inherently governmental Coordinate programmatic work.
- Benefits realization, and earned value management analysis.
- All aspects of using RAD applications to include CRM software tools.
- Experience designing process maps and workflow details.
- Additional programmatic duties as assigned by the COR.

6.4.2 Minimum Qualifications:

- Bachelor's Degree and four years of experience; or a master's degree with three years of experience
- Excellent reading comprehension, writing and communication skills that include the ability to effectively communicate with personnel from various programs to include ERO leadership.
- A minimum of three years of supervisory experience in responding to requests for information and searching automated systems for data. Prior Law Enforcement or immigration related experience is desirable.
- Experience in responding to requests for information, conducting searches in government databases, and developing concise summaries with decision points under tight deadlines.
- Ability to conduct in-depth programmatic policy research, quantify the information and produce qualitative and quantitative reports.
- Ability to work independently and to manage and prioritize multiple work assignments.
- Knowledge and experience working with RAD Apps; to include CRM tools.
- Must have advanced skills in Microsoft Excel, Word, PowerPoint, and Outlook

6.5 Data Analyst (Intake)

6.5.1 Duties to include but not limited to the following:

- Analyze trends, volume, demographics, and intake metrics.
- Conducts analyses of complaints submitted as directed by the COR.
- Conducts research using DHS databases on specific complaints, the individuals submitting those complaints, or other relevant information related to individual queries or systemic issues in ICE detention to triage cases.
- Logs all information into a web-based case management system, IDCMS.
- Provide technical writing and editing support.

- Examine and evaluate existing business practices and systems and make recommendations to create greater efficiencies and streamline operations, while maintaining or increasing compliance rates.
- Provide compliance rate data and data analytics for programmatic work that have an associated agency Directive which requires a measurement of compliance or service.
- Understand and use predictive analysis and tools to forecast, employ business analytics (including an enhanced ability to quantify and qualify data) and conduct operational research to identify and recommend optimal or near-optimal solutions to complex challenges. The vendor will identify, understand, and provide business analytics by conducting quantitative and qualitative analysis on the data from the various programs that have cross-points with the OIDO.
- Provide programmatic conceptualization on new task that fall into the scope of the contracted programmatic work, the vendor will provide support, planning, and database enterprise solutions to include but is not limited to the strategic deployment of such non-inherently governmental programmatic work.
- Benefits realization, and earned value management analysis.
- All aspects of using RAD applications to include CRM software tools.
- Experience designing process maps and workflow details.
- Additional programmatic duties as assigned by the COR.

6.5.2 Minimum Qualifications:

- Bachelor's Degree and three years of related experience; or master's degree with two years of related experience.
- Experience in responding to requests for information, conducting searches in government databases, and developing concise summaries with decision points under tight deadlines.
- Excellent reading comprehension, writing and communication skills.
- Ability to conduct in-depth policy research, quantify the information and produce qualitative and quantitative reports.
- Ability to work independently and to manage and prioritize multiple work assignments.
- Law enforcement experience or experience in interpreting and applying immigration law is preferred.
- Knowledge and experience working with RAD Apps; to include CRM tools.
- The ability to read and comprehend documents in English and Spanish is preferred
- Must have advanced skills in Microsoft Excel, Word, PowerPoint, and Outlook

7.0 WORKFORCE PERSONNEL

- 7.1 Further, the Contractor must maintain an adequate workforce for the uninterrupted performance of all tasks defined herein. When hiring personnel, the Contractor must keep in mind that the stability and continuity of the workforce are essential. In the instance where personnel assigned under this task order are no longer available, the Government must be notified in a timely manner of the date and duration. To ensure adequate coverage,

the Contractor must provide a substitute for Key Personnel who are not available to work for more than ten (10) consecutive business days. Substitutes must be of a comparable skill and ability level of the person they are replacing and are subject to approval by the COR.

- 7.2 All Key Personnel departures/replacement must be submitted to the CO at least thirty (30) calendar days prior to the effective date of change. Written acceptance or rejection notice will generally be provided within ten (10) business days. Key Personnel changes will be incorporated by a contract modification. Key Personnel should be maintained on the contract for no less than 120 days after contract award.
- 7.3 All other departures/replacements should be submitted to the COR at least ten (10) business days prior to the effective date of change. The COR will provide the Contractor a written concurrence/non-concurrence of the submitted resume.
- 7.4 Post award and during contract administration, the Government requires the opportunity to review resumes and provide a determination of acceptability for all personnel (Key and Non-Key) prior to Contractor On-Boarding.

8.0 STANDARDS AND PERSONNEL REQUIREMENTS

OIDO will provide the standards and personnel requirements used as governing standards within the detention facilities and will be used as the overall compliance standards by the Contractor.

9.0 TRAINING

- 9.1 **Government-Provided Training.** The Government will provide initial training to Contractor personnel. Initial training is defined as one (1) time training at the initiation of the contract only, or at the initial implementation of new or changed compliance standards. The location, dates, times, and the specific contract personnel to receive training will be at the discretion of the Government for any Government-provided training. The Contractor will be responsible for providing detention standard training to new contract personnel who on-board after initial training. In the event changes to the applicable standards occur, the Government will provide a one (1) time initial training to the contract PM on those changes, and the PM will be responsible for the training of contract personnel at no cost to the Government.
- 9.2 **Contractor Detention Standard Training.** The Contractor will provide detention standard training to all contract personnel on any changes to applicable detention standards not more than thirty (30) calendar days after the Government-provided training to the PM. Government-provided training will be in accordance with this paragraph. The Contractor is responsible for any refresher or re-training of contract personnel at no cost to the Government.

The Contractor shall provide the COR with certifications of completed training through a written statement for each contract employee, prior to them starting work on the contract. The certification statement must include the date and place of training, names of personnel providing training, and the name and position of the trained contract employee.

Certification statements of completed training will be signed and dated by the contract PM. Copies of training materials to be used by the Contractor will be provided by COR. No other training materials will be acceptable. The COR may attend any Contractor training sessions for quality assurance purposes. The Contractor will provide the COR with a schedule reflecting dates, times, and locations of all Contractor's training at least five (5) business days in advance of training day.

- 9.3 Mandatory Contractor Training.** Contractors shall complete all mandatory trainings assigned to them in the DHS online training system, to include but not limited to, DHS Basic Records Management, Cybersecurity Awareness, DHS Insider Threat Management, and Sensitive PII training. Failure to complete these trainings by the required due dates could result in revocation of access to DHS systems and deactivation of participation on the contract.

10.0 STANDARD OF CONDUCT

The Contractor must respond to any problems concerning personnel within two (2) calendar days and provide appropriate response to the matter. Should the situation warrant, the Contractor shall respond within one (1) working day once notified by OIDO to resolve problems that the CO or COR determines to be significant and should be resolved/addressed immediately.

11.0 DATA RIGHTS

The Government has unlimited rights to all documents/material produced under this contract. All documents and materials produced under this contract will be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government as allowed and specified in accordance with FAR 52.227-17, Rights in Data-Special Works.

12.0 EMERGENCY, NATURAL DISASTERS, AND OTHER OCCURRENCES

- 12.1** In the event of an emergency, natural disaster, or other occurrence that renders a detention facility or facilities to be inaccessible, Contractor personnel scheduled to visit that facility may be requested to perform services at another facility or facilities at the discretion of the Government. One (1) occurrence rendering a detention facility inaccessible or unoccupied by detainees could be, but not limited to, a health or safety issue.
- 12.2** In the event the Agency is closed due to a lapse in appropriations, the Contractor may be issued a Stop Work Order in accordance with FAR 52.242-15. Unless otherwise alerted in writing by the CO, all work must stop at that juncture. Absent adequate funding obligated on the task order, the Government is not liable for any expense incurred and the Contractor proceeds at its own risk. When the Agency reopens, the Contractor may seek a request for equitable adjustment in accordance with FAR 52.242-15. Similarly, in the event of inclement weather or a national, state, or local emergency, the Agency may also issue a Stop Work Order or may have to descope the requirement. The Agency CO will negotiate and discuss these issues with the Contractor and endeavor to reach the appropriate solution that is best for the Government and the Contractor.

12.3 Additionally, in the event of the continual pandemic or resurgence of a similar event or in the wake of adverse weather, the Contractor must be prepared to maintain operations, personnel, and support virtually with logistical means to continue domestic travel to designated facilities. A failure to maintain continual support may be grounds for termination and/or may result in a negative performance rating.

13.0 GOVERNMENT FURNISHED EQUIPMENT

GFE will be provided to the Contractor and approved by the COR. All Contractor personnel will be required to have an active DHS account. GFE may consist of a laptop computer/notebook/tablet, a cell phone, and a mobile Wi-Fi device. All GFE must be returned to the COR when Contractor personnel depart from the contract or at the end of the contract period. All report generation and administrative tasks will be performed in the Contractor's facility, out in the field, or designated workplace as mutually agreed upon by with the Government.

14.0 GOVERNMENT FURNISHED INFORMATION

OIDO will provide a list of detention standards and policies to the Contractor. The Contractor is responsible for being cognizant and compliant with any changes, revisions, or updates to standards or policies, and ensuring all contract personnel are trained on any changes, revisions, or updates.

The following minimum GFI is mandatory and will be followed by the Contractor in the performance of this contract.

- ICE's Enforcement and Removal Operations COVID-19 Pandemic Response Requirements
| ICE
- CBP Directive No. 2210-004
- 2000 ICE National Detention Standards (NDS)
- 2008 Performance-Based National Detention Standards (PBNDS)
- 2011 Performance-Based National Detention Standards (PBNDS)
- 2019 ICE National Detention Standards
- 2020 ICE Family Residential Standards
- U.S. Customs and Border Protection National Standards on Transport, Escort, Detention, and Search
- DHS Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities; Final Rule
- Applicable federal laws
- Other DHS policies related to detention

The Contractor is responsible for being cognizant and compliant with any changes, revisions, or updates to standards or policies, and ensuring all contract personnel are trained on any changes, revisions, or updates.

15.0 TRANSITION PERIOD

15.1 Transition-In Plan

The Contractor will be ready to start performance within two (2) months of the award date to minimize any decreases in productivity and to prevent possible negative impacts on additional services.

During this period, the Contractor will implement and manage those activities outlined in an approved Transition Plan, necessary to transition service from the predecessor contract and prepare their staff for full performance operations. The Plan should clearly outline the activities to be completed between the incumbent and successor to ensure all new staff assume their respective full operational responsibilities within 60 days/2 months of contract start. Further, the Contractor must incorporate a milestone schedule, inclusive of projected duration and completion dates for all transitional activities to include onboarding, security, and shadowing with the incumbent.

Specifically, the Contractor will be responsible for transitioning current operational responsibilities and open projects to its control. Transition activities include planning, discover, and programmatic functions (e.g., contract management, human resource management, quality assurance, etc.) necessary to transfer all logistical and technical support to the Contractor's operations.

15.2 Transition-Out Plan

The Contractor shall provide to the Government COR a Transition Plan within 120 days before contract expiration in the event services under the contract transition to a new Contractor. The Plan should clearly outline the activities to be completed between the incumbent and successor Contractor. Further, the incumbent Contractor must incorporate a milestone schedule, inclusive of projected duration and completion dates for all transitional activities. Specifically, the incumbent Contractor will be responsible for transitioning current operational responsibilities and open projects to the successor Contractor. Transition activities include planning and programmatic functions (e.g., contract management, human resource management, quality assurance, etc.) necessary to transfer all logistical and technical support to the incumbent Contractor.

16.0 CONFLICT OF INTEREST AVOIDANCE INFORMATION

Conflict of Interest. Due to the nature of this requirement, OIDO has concerns about conflicts of interest. Therefore, the Contractor, and all personnel performing, managing, or assisting in the work outlined in this SOW, shall not simultaneously receive financial compensation, including employment compensation, from ICE or CBP during the contract period, with the exception of compensation received for conducting other audits, or other consulting related to detention reform, unless the Contractor can demonstrate the ability to appropriately firewall its employees.

The Contractor shall notify the Contracting Officer and COR(s) in writing of any potential conflicts of interest because of their performance, any potential conflict of interest that any of their employees may have as a result of the task order, and that of their Team Members or sub-contractors at any tier, under the task order within a reasonable period, but no less than 14 calendar days from finding out about the conflict of interest. These prohibitions remain in place throughout the duration of the subject SOW and the Contractor must ensure compliance with all terms. If there are any questions or concerns related to possible conflicts of interest, the Contractor should refer them to the Contracting Officer for final consideration.

17.0 RELEASE OF INFORMATION

Public release of information associated with this contract and corresponding order(s) is not authorized. Policies, standards, guidelines, ridership data, specifications, or other applicable information or documents are the property of the U.S. Government and may not be discussed with or released to outside entities without DHS approval. The DHS Director, Office of Operations Support must approve any deviation from the guidelines stipulated herein. Any request for information relating to the work performed under this contract must be submitted to the Contracting Officer for approval by DHS.

(End of Section II)

Section III

Packaging and Marking

1.0 MARKING AND DELIVERY

The Contracting Officer Representative will approve the method in which reports, and deliverables are to be submitted and marked for delivery by the contractor. Reports and deliverables may be required to be submitted electronically and/or hard copy. At a minimum, all reports/deliverables should reference the Task Order number (if applicable) for reference.

2.0 BRANDING

The Contractor shall comply with the requirements of any DHS Branding and Marking policies. As a matter of law, Federal criminal statutes prohibit unauthorized uses of the DHS seal. In addition, DHS policy prohibits granting authorization for certain commercial uses of the seal. It is permissible to reference DHS in materials if the reference is limited to true, factual statements. The words DHS and/or Homeland Security should appear in the same color, font, and size as the rest of the text in the document. Moreover, such references shall not imply in any way an endorsement by DHS of a product, company, or technology.

Requests to use the DHS seal shall be submitted using *DHS Official Seal Usage Approval*, available from the COR. The Comments section shall be used to describe why use of the seal is being requested, and how it shall be used. Completed forms shall be sent via e-mail to [REDACTED] DHS Communication Operations Editor, and to the CO, with a copy to the COR.

(End of Section III)

Section IV

Inspection and Acceptance

1.0 INSPECTION AND REJECTION OF DELIVERABLES

OIDO will accept or reject deliverables within fifteen (15) calendar days after delivery. If rejected, the Contractor will make corrections as specified and resubmit the deliverable for review and approval within the agreed upon timeframe, or not later than five (5) calendar days from notification of the rejected deliverable. If the deficiencies/issues cannot be corrected within five (5) workdays, the contractor will immediately notify the COR of the reason for the delay and provide a proposed corrective action plan within five (5) business days. Rejected deliverables will be corrected at no cost to the government.

General quality measures as set forth below will be applied to each work product received from the contractor under this statement of work.

- Accuracy - Work Products will be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work Products will be clear and concise. Any/All diagrams will be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this statement of work.
- Format - Work Products will be submitted in the mutually agreed format.
- Timeliness - Work Products will be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by or approved by the Government.

2.0 NOTICE OF REGARDING LATE DELIVERY

The contractor will notify the COR, as soon as it becomes apparent to the contractor, that a scheduled deliverable will be late. The contractor will include in the notification the rationale for late delivery, the expected date for the delivery and the project impact of the late delivery. The COR will review the notification and provide guidance to the contractor, which in no way limits the Government's right to all remedies (including termination).

3.0 MONITORING OF WORK DELIVERABLES

All work under this contract will be monitored by the COR, who will act as the primary technical representative of the Government. Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COR. The COR, with the assistance of the other Government representatives, is responsible for:

- Setting task priorities, revising task priorities when necessary
- Communicating these priorities to the contractor

The COR will review, for completeness, preliminary or draft documentation that the contractor submits, and may return it to the contractor for correction (at no additional cost to the Government). Absence of any comments by the COR will not relieve the contractor of the responsibility for complying with the requirements of this SOW. Final approval and acceptance of documentation required herein will be by letter of approval and acceptance by the COR.

(End of Section IV)

Section V

Deliveries and/or Performance

1.0 PERIOD OF PERFORMANCE

Base Period September 30, 2021 – September 29, 2022
Option Period One: September 30, 2022 – September 29, 2023
Option Period Two: September 30, 2023 – September 29, 2024
Option Period Three: September 30, 2024 – September 29, 2025

2.0 PLACE OF PERFORMANCE

2.1 Case Management Place of Performance

Most of the contract work will be performed at ICE/CBP detention facilities. The Government reserves the right to conduct remote site visits and reviews of facilities should on-site visits not be able to occur due to an outbreak of a pandemic disease, adverse weather conditions, or any other situation that might prevent travel to facilities.

Contractor administrative functions (preparing, submitting, or transmitting casework or reports) will be performed at the contractor's workspace, which will be their virtual home location, or a location provided by the contractor at no expense to the government.

On-site visits will normally be performed on-site or remotely at ICE/CBP detention facilities in continental US (CONUS) locations, Puerto Rico, and outside continental US (OCONUS) locations; OCONUS locations may include Guam, the Virgin Islands, Alaska, and Hawaii.

NOTE: The location of detention facilities is subject to change.

2.2 Intake Center Place of Performance

Contractor personnel shall report to the:

U.S. Department of Homeland Security
Office of the Immigration Detention Ombudsman
2707 Martin Luther King Jr. AVE SE
Washington, DC 20528

3.0 HOURS OF OPERATION

3.1 Case Management Hours of Operation

The Contractor shall perform site visits during the hours detailed within the distributed schedule, Monday through Friday, except Federal holidays, as directed by the COR, or when the Federal Government has directed that the facility will be closed. All other administrative efforts may be performed within the Contractor's designated work schedule and at their approved workplace.

3.2 Intake Center Hours of Operation

The Contractor shall perform Intake Center services Monday through Friday for 12 hours each day, 8:00 a.m. Eastern Time to 8:00 p.m. Eastern Time, excluding federal holidays. These hours and timeframes may change based upon an increase in operational surge support needs with approval by the COR.

4.0 HOURS

Hours are defined as those hours ordered and to be paid by the Government to the Contractor for an equivalent number of actual labor hours worked, except when a condition described below applies.

4.1 Hours

Services under the resulting task order will be ordered in accordance with the outlined Contract Line Item Number (CLIN), labor category, and hourly rate. The quantity of hours ordered/identified will be categorized as hours.

5.0 TRAVEL

Time Spent Traveling

The COR must grant approval of all travel time **BEFORE** the Contractor employee travels. The travel time to attend training, meetings, conferences, etc., specifically ordered by the Government will be considered Hours if:

- The individual is required to travel during regular working hours,
- An individual is required to drive a vehicle or perform other work while traveling, or
- An individual is required to travel as a passenger on an assignment away from the site.

5.1 Case Management Travel

Contractor travel may be required to support this requirement. All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with the Federal Travel Regulations. The Contractor shall be responsible for obtaining COR approval (electronic mail is acceptable) for all reimburseable travel in advance of each travel event.

Supervisory Immigration Detention Manager: Responsible for managing Immigration Detention Case Managers within their region and required to travel up to 25%.

Immigration Detention Case Managers: Responsible for conducting frequent site visits at immigration detention facilities, within a specified district and identifying, analyzing,

and seeking to resolve complaints related to the conditions of immigration detention and required to travel up to 80%.

All Contractor travel must be approved in advance by the COR.

Initially, most of the travel will occur within five specified regions: Atlanta, GA, San Antonio, TX, Phoenix, AZ, Dallas, TX, and New Orleans, LA.

The Contractor may be required to travel to the National Capitol Region, other CONUS locations, as well as OCONUS locations during the performance of this contract. During contract related travel, Contractor employees are permitted to ride along with Government staff in Government owned or leased vehicles as needed to expedite mission completion. Travel expenses will be reimbursed consistent with Federal Acquisition Regulation (FAR) 31.205-46, Travel Costs, the substantive provisions of the Federal Travel Regulation (FTR) or Joint Travel Regulations (JTR), as applicable, and consistent with the limitation of funds specified in this contract. Premium class travel is not authorized. The Contractor will use only the minimum number of travelers and, personal vehicles, or rental cars needed to accomplish tasks. Travel should be scheduled during normal duty hours whenever possible. The Contractor should also be prepared to maintain travel support during emergencies, natural disasters, and other occurrences.

In addition, the Contractor will provide the following detailed information for each invoice submitted in response to a Contractor employee traveling:

- Names of individuals traveling
- Number of travel days
- Dates of travel
- Number of days per diem charged
- Per diem rate used
- Total per diem charged
- Hotel costs
- Transportation costs

5.2 Intake Center Travel

No travel is anticipated for personnel at the Intake Center.

5.0 DELIVERABLES

The Contractor will provide the following services and/or deliverables:

5.1 Case Management Deliverables

Deliverable/Service	Description	Frequency	Format and Recipient
Activities Reports	Preliminary and final SME	To be	Electronic to the COR

	write-ups of Reviews via PM	incorporated at time of contract award	or secured method agreed by the COR
Risk Analysis	In accordance with Para. 4.1.	Updated as requested: due within five working days of request.	Electronic to the COR.
Special Reports	Various <i>Ad Hoc</i> reporting as required in all tasks, including briefings (PowerPoint), assessments, trend analysis, and other required documents in accordance with Para 4.1.	As specified in the request.	As specified in the <i>Ad Hoc</i> request.
Training/Proof of Completion	Contractor training for Contractor personnel in accordance with Para. 9.1 and 9.2.	To be incorporated at time of contract award	Written Statement, Training Schedules, and copies of training certificates as specified in 9.1 and 9.2 to COR and/or CO (upon request)
List of Cleared Employees	List of all contractor employees (active and inactive) performing work under this contract, position, and physical location/assignment in accordance with Para. 4.1.2	Within 15 days of Entry on Duty, and ongoing.	Electronic to the COR
Kick-off Meeting	Initial Post-award meeting with Government, Contractor Staff to include Project Managers and Assistant Project Managers to discuss contractual expectations and key milestones and deliverables.	Within ten (10) business days of contract award.	Meeting with CO, COR, PM/APM via agreed method
Working Papers, Notes & Hardcopies of all Reports	All working papers, notes, and copies of finalized reports.	At the conclusion of the inspection/review, employment termination, contract expiration, and upon request by Government	When directed by COR/CO, copies are to be uploaded onto designated ICE system and then destroyed in accordance with Agency Records guidance
Management Plan	The Contractor will prepare, submit, and implement the approved Management Plan,	Within twenty (20) business days of contract start	Electronic to the COR and CO

	inclusive of Government Input		
IT Security Plan	The Contractor will prepare, implement, and maintain an IT Security Plan as specified in the Security Requirements for Unclassified Information technology Resources (June 2006) and other applicable HSAR clauses	After contract award and as mutually agreed by the Government and Contractor.	In the format and templates specified in the applicable clauses and/or determined by the Government

5.2 Intake Center Deliverables

Deliverable/Service	Description	Frequency	Format and Recipient
Proposed format for Weekly & Monthly Reports	Provide proposed format for operational reports	No later than 15 days after award, and updated continuously thereafter as needed	Electronic to the COR
Weekly Report	Weekly report on the activities of contract staff, to include individual operator/analyst and case processing performance metrics.	Weekly not later than close of business Wednesday of the following week	Electronic to the COR
Monthly Report	Monthly report on the activities of contract staff, to include individual operator/analyst and case processing performance metrics.	Not later than the 10 th of the month	Electronic to the COR
Quality Control Plan (QCP)	The QCP will describe the method and procedure for reviewing responses forwarded for action.	No later than 15 days after award, and updated continuously thereafter as needed	Electronic to the COR
Ad Hoc Reports	Various <i>ad hoc</i> reporting as required in all tasks, including briefings	As specified in the Task Order	As specified in the <i>Ad Hoc</i> Request
Kick-off Meeting	Initial Post-award meeting with Government, Contractor Staff to include Project Managers and Assistant Project Managers to discuss contractual expectations and key milestones and deliverables.	Within ten (10) business days of contract award.	Meeting with CO, COR, PM/APM via agreed method

5.3 Deliverable Format

The content requirements and formats for deliverables identified that are not specified within the SOW or Technical Exhibits will be mutually agreed upon by the COR and the Contractor after award. All other deliverables will be in accordance with documents provided to the Contractor by the COR/Government.

Deliverables specified to be in electronic form may be delivered via email in accordance with IT security requirements noted herein. All deliverables, including the electronic copy, will be provided in a MS Office format acceptable to the COR and delivered at their location specified in the contract.

6.0 GOVERNMENT HOLIDAYS

Holidays observed by the Federal Government:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	19 June
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December

If a holiday falls on Sunday, the following Monday will be observed as the legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a legal holiday by U.S. Government agencies. Also included would be any day specifically declared by an Executive Order from President of the United States of America as a national holiday.

It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement to compensation except as set forth within this contract. If the Contractors believes that an unplanned absence has an impact on the price or period of performance, it should notify the Contracting Officer.

(End of Section V)

Section VI

Contract Administration Data

1.0 SUBMISSION OF INVOICES – SINGLE PAYMENT OFFICE

Invoices shall be emailed to the Contracting Officer and the Contracting Officer's Representative. The invoice must contain (1) the Contractor's GSA Schedule Number; (2) Task Order number; and (3) applicable contract line item number(s). The invoice must comply with the FAR 52.212-4 payment clause to be considered a proper invoice.

One copy shall be submitted to: DFC, Ops Direct-Invoices
[REDACTED]

2.0 POST-AWARD CONFERENCE

The Contractor shall attend a Post Award Conference with the Contracting Officer and the PM/COR no later than 5 business days after the date of award. The purpose of the Post Award Conference, which will be chaired by the Contracting Officer, is to discuss technical and contracting objectives of this contract. The Post-Award Conference will be held at the Government's facility.

3.0 CONTRACTING OFFICER/SPECIALIST

The Contracting Officer is:

[REDACTED]
Department of Homeland Security
Office of Procurement Operations
Departmental Operations Acquisition Division
E-mail: [REDACTED]

The Contract Specialist is:

[REDACTED]
Department of Homeland Security
Office of Procurement Operations
Departmental Operations Acquisition Division
E-mail: [REDACTED]

4.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer may designate a Representative (COR) to assist in monitoring the work under this Task Order. The COR is responsible for the technical administration of the contract and technical liaison with the contractor. The COR **IS NOT** authorized to change the scope of work or specifications as stated in the Task Order, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions.

The Contracting Officer's Representative (COR) is:

[REDACTED]

Department of Homeland Security
Office of the Immigration Detention Ombudsman
E-mail: [REDACTED]

(End of Section VI)

Section VII

Special Contract Requirements

1.0 IMPLEMENTATION OF E.O 13224 – EXECUTIVE ORDER ON TERRORIST FINANCING

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organization associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.

2.0 DISCLOSURE OF INFORMATION

- 2.1** Contractors are reminded that information furnished under this task order may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. However, marking of items will not necessarily preclude disclosure. All FOIA requests for procurement material will be handled according to agency procedures at 6 CFR Part 5, Subpart B.
- 2.2** Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this task order and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the task order.
- 2.3** In performance of this task order, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.
- 2.4** Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. 641.

3.0 LOGISTICAL SUPPORT

- 3.1** The procedures outlined below shall be followed in order for the DHS Security Office to process background investigations and suitability determinations, as required, in a timely and efficient manner.
- 3.2** Carefully read the security clauses in the contract. Compliance with these clauses is not optional.

- 3.3** Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring 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. All background investigations will be processed through the DHS Security Office. Prospective Contractor employees shall submit the following completed forms to the DHS Security Office. The Standard Form 85P will be completed electronically, through the Office of Personnel Management's e-QIP SYSTEM. The completed forms must be given to the DHS Security Office no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

Standard Form 85P, "Questionnaire for Public Trust Positions"

FD Form 258, "Fingerprint Card" (2 copies)

DHS Form 11000-6 "Conditional Access to Sensitive but Unclassified Information Non-Disclosure Agreement"

DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

Only complete packages will be accepted by the DHS Security Office. Specific instructions on submission of packages will be provided upon award of the contract.

- 3.4** DHS may, as appropriate, authorize and grant a favorable entry on duty (EOD) decision based on preliminary suitability 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 a determination that a full employment suitability authorization will follow. A favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access government facilities or information, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office.

Contract employees waiting for an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings, non-recurring meetings and begin transition work.

- 3.5** The Contractor shall notify the DHS Security Office of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the Contracting Officer Representative (COR) all DHS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COR, referencing the pass or card number, name of individual to who it was issued and the last known location and disposition of the pass or card.

- 3.6** When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed. 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).

- 3.7** Failure to follow these instructions may delay the completion of suitability determinations and background checks. Note that any delays in this process do not relieve the Contractor from performing under the terms of the contract.

- 3.8** Your POC at the Security Office is:

Office of Security/PSD
Customer Service Support
Washington DC 20528
Telephone: [REDACTED]

4.0 SECURITY REQUIREMENTS

The performance of the tasks as described 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.

4.1 Preliminary Fitness Determination

OIDO will 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 Fitness screening process. OIDO may, as it deems appropriate, authorize, and make a favorable expedited preliminary Fitness determination based on preliminary security checks. The preliminary Fitness determination will allow the contractor employee to commence work temporarily prior to the completion of a Full Field Background Investigation. The granting of a favorable preliminary Fitness shall not be considered as assurance that a favorable final Fitness determination will follow as a result thereof. The granting of preliminary Fitness or final Fitness shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by OIDO, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary Fitness determination or final Fitness determination by OIDO. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable preliminary Fitness determination or final Fitness determination by OIDO. Contract employees are processed under DHS Instruction 121-01-007-001 (Personnel Security, Suitability and Fitness Program), or successor thereto; those having direct contact with Detainees will also have 6 CFR § 115.117 considerations made as part of the Fitness

screening process. (Sexual Abuse and Assault Prevention Standards) implemented pursuant to Public Law 108-79 (Prison Rape Elimination Act (PREA) of 2003).

4.2 Background Investigations

The procedures outlined below shall be followed in order for the DHS Security Office to process background investigations and suitability determinations, as required, in a timely and efficient manner.

Carefully read the security clauses in the contract. Compliance with these clauses is not optional.

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring 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. All background investigations will be processed through the DHS Security Office. Prospective Contractor employees shall submit the following completed forms to the DHS Security Office. The Standard Form 85P will be completed electronically, through the Office of Personnel Management's e-QIP SYSTEM. The completed forms must be given to the DHS Security Office no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

Standard Form 85P, "Questionnaire for Public Trust Positions"

FD Form 258, "Fingerprint Card" (2 copies)

DHS Form 11000-6 "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement"

DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

Only complete packages will be accepted by the DHS Security Office. Specific instructions on submission of packages will be provided upon award of the contract.

DHS may, as appropriate, authorize and grant a favorable entry on duty (EOD) decision based on preliminary suitability 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 a determination that a full employment suitability authorization will follow. A favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access government facilities or information, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office.

Contract employees waiting for an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government

buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings, non-recurring meetings and begin transition work.

The Contractor shall notify the DHS Security Office of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the Contracting Officer Representative (COR) all DHS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COR, referencing the pass or card number, name of individual to who it was issued and the last known location and disposition of the pass or card.

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed. 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).

Failure to follow these instructions may delay the completion of suitability determinations and background checks. Note that any delays in this process do not relieve the Contractor from performing under the terms of the contract.

Your POC at the Security Office is:

Office of Security/PSD
Customer Service Support
Washington DC 20528
Telephone: [REDACTED]

4.3 Transfers from Other DHS Contracts

Contractor employees may be eligible for transfer from other DHS Component contracts provided they have an adequate and current investigation meeting the new assignment requirement. If the contractor employee does not meet the new assignment requirement a DHS 11000-25 with ICE supplemental page will be submitted to OIDO to initiate a new investigation.

Transfers will be accomplished by submitting a DHS 11000-25 with ICE supplemental page indicating "Contract Change." The questionnaire related to 6 CFR § 115.117 listed above in item 7 will be required for positions designated under PREA.

4.4 Continued Eligibility

OIDO reserves the right and prerogative to deny and/or restrict facility and information access of any contractor employee whose actions conflict with Fitness standards contained in DHS Instruction Handbook 121-01-007-01 The Department of Homeland Security Personnel Suitability and Security Program, Chapter 3, paragraph 6.B or who violate standards of conduct under 6 CFR § 115.117. The Contracting Officer or their representative can determine if a risk of compromising sensitive Government information exists or if the efficiency of service is at risk and may direct immediate removal of a contractor employee from contract support. OIDO will conduct periodic reinvestigations every 5 years, or when derogatory information is received, to evaluate continued Fitness of contractor employees.

4.5 Required Reports

The Contractor will notify OIDO, via the COR, of all terminations/resignations of contractor employees under the contract within five days of occurrence. The Contractor will return any expired OIDO-issued identification cards and building passes of terminated/resigned employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor will report any adverse information coming to their attention concerning contractor employees under the contract to the OIDO, via the COR, as soon as possible. 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 contractor employees' name and social security number, along with the adverse information being reported.

The Contractor will provide, through the COR a Quarterly Report containing the names of contractor employees who are active, pending hire, have departed within the quarter, or have had a legal name change (Submitted with documentation). The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

Contractors, who are involved with management and/or use of information/data deemed "sensitive" to include "law enforcement sensitive" are required to complete the DHS Form 11000-6-Sensitive but Unclassified Information NDA for contractor access to sensitive information. The NDA will be administered by the COR to the all contract personnel within 10 calendar days of the entry on duty date. The completed form shall remain on file with the COR for purpose of administration and inspection.

Sensitive information as defined under the Computer Security Act of 1987, Public Law 100-235 is information not otherwise categorized by statute or regulation that if disclosed could have an adverse impact on the welfare or privacy of individuals or on the welfare or

conduct of Federal programs or other programs or operations essential to the national interest. Examples of sensitive information include personal data such as Social Security numbers; trade secrets; system vulnerability information; pre-solicitation procurement documents, such as statements of work; and information pertaining to law enforcement investigative methods; similarly, detailed reports related to computer security deficiencies in internal controls are also sensitive information because of the potential damage that could be caused by the misuse of this information. All sensitive information must be protected from loss, misuse, modification, and unauthorized access in accordance with DHS Management Directive 11042.1, *DHS Policy for Sensitive Information* and ICE Policy 4003, *Safeguarding Law Enforcement Sensitive Information*.”

4.6 Security Management

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

The COR and OIDO 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 COR 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 to effect compliance with such requirements.

4.7 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 MD 4300.1, *Information Technology Systems Security*, or its replacement. Contractor employees must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractor employees who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether 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).

4.8 Information Technology Security Training and Oversight

In accordance with Chief Information Office requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require a DHS issued/provisioned Personal Identity Verification (PIV) card. Additionally, Cybersecurity Awareness Training (CSAT) will be required upon initial access and annually thereafter. CSAT training will be provided by the appropriate component agency of DHS.

Contractor employees, 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, systems rules of behavior, to include Unauthorized Disclosure Training, available on PALMS. Department contractor employees, 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. System Administrators 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).

PRIVACY REQUIREMENTS FOR CONTRACTOR AND PERSONNEL

In addition to FAR 52.224-1 Privacy Act Notification (APR 1984), 52.224-2 Privacy Act (APR 1984), FAR 52.224-3 Privacy Training (JAN 2017), and HSAR Clauses, the following instructions must be included in their entirety in all contracts.

Limiting Access to Privacy Act and Other Sensitive Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974, the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at www.dhs.gov/privacy. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) as authorized by the statement of work. Government information shall always remain within the confines of authorized Government networks. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other

facility; and Government information shall always remain within the confines of authorized Government facilities.

Prior Approval Required to Hire Subcontractors

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

Separation Checklist for Contractor Employees

Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

Contractor's Commercial License Agreement and Government Electronic

Information Rights Except as stated in the Statement of Work and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

5.0 SPECIAL CLAUSES/INSTRUCTIONS

Compliance with DHS Security Policy Terms and Conditions:

All hardware, software, and services provided under this task order must be compliant with *DHS 4300A DHS Sensitive System Policy* and *DHS 4300A Sensitive Systems Handbook*.

Security Review Terms and Conditions:

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford ICE, including the organization of DHS Office of the Chief Information Officer, the Office of the Inspector General, authorized Contracting Officer Technical Representative (COTR), and

other government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract. The Contractor will contact DHS Chief Information Security Officer to coordinate and participate in the review and inspection activity of government oversight organizations external to DHS. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of ICE data or the function of computer system operated on behalf of DHS, and to preserve evidence of computer crime.

(End of Section VII)

Section VIII

Task Order Provisions and Clauses

The Contractor's GSA MAS SIN 541611 Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management contract clauses are incorporated into this Task Order

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 address:

<http://acquisition.gov/comp/far/index.html> or for DHS specific clauses at <http://farsite.hill.af.mil/VFHSAR1.htm>

FAR Clauses/Provisions		
Clause	Title	Date
52.203-16	Preventing Personal Conflicts of Interest	Jun 2020
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug 2011
52.227-14	Rights in Data-General Alternate IV	May 2014
52.232-17	Interest	May 2014
52.246-6	Inspection of-Time-and-Materials and Labor-Hour	May 2001
Additional DHS Clauses / Provisions		
Clause	Title	Date
3052.205-70	Advertisements, Publicizing Awards, and Releases	Sep 2012
3052-242-72	Contracting Officer Representative	Dec 2003

INCORPORATED BY FULL TEXT

52.217-8 Option to Extend Services (NOV 1999)

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

The requirement contains FAR Subpart 52.217-8. The government will evaluate this option by considering the prices proposed for the base period and the option periods with the understanding that should the government elect to utilize the FAR Subpart 52.217-8 clause, the scope of work and price will be exactly the same, other than period of performance, as the base period or option period being extended.

(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 thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) 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 five (5) years and six (6) months.

(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 __ ["insert number of days"] days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

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

(3) The securitplan 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 (SEP 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized

official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

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

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

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

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

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

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

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

(End of clause)

Alternate I (SEP 2012) 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) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and

(2) 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)

Alternate II (JUN 2006) When the Department has determined contract employee access to sensitive information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to IT resources, add the following paragraphs:

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

(h) 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)

3052.215-70 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 task order:

- Supervisory Immigration Detention Case Management
- Project Manager

(End of clause)

Section IX

Attachments

Attachment A COR Appointment Letter