

ATTACHMENT B: STATEMENT OF WORK
BPA #70CDCR24A00000001

U.S. Department of Homeland Security



U.S. Immigration & Customs Enforcement
Daily Charter Flight Services

Statement of Work (SOW)

February 27, 2024

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PART 1 - OVERVIEW AND CONTRACT REQUIREMENTS

1.0 Background

The United States Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) is responsible for the detention, health, welfare, transportation, and deportation of noncitizens in removal proceedings, and those subject to final order of removal from the United States.

The mission of Enforcement and Removal Operations (ERO) is the planning, management and direction of broad programs relating to the supervision, detention, and deportation of detainees who are in the United States illegally. These activities are chiefly concerned with the processing and enforcement of departure from the United States of detainees who have entered illegally or have become removable after admission. In implementing its mission, ERO ICE Air Operations (IAO) is responsible for carrying out orders for the required departure of detainees as ordered in removal proceedings, or prior thereto. ERO's responsibilities include providing reliable, safe, and secure mass air transportation for noncitizens placed in federal custody.

To accomplish this mission, ICE requires air charter aircraft services, flight crews, medical crew, and security crew as described in this Statement of Work (SOW).

1.1 Definitions

Augmented Crew Flights – scheduled flights may be to single or multiple destinations. An augmented crew flight is one which necessitates additional crew resources due to the duration of flight time or number of stops.

Daily Scheduled Large Aircraft (DSLAs) - aircraft based in Alexandria, Louisiana (AEX), Harlingen, Texas (HRL), San Antonio, Texas (SAT), Miami, Florida (MIA), or Mesa, Arizona (IWA) with daily scheduled flights to include, but not limited to: North America, Central America, South America, the Caribbean, El Salvador, Guatemala, Honduras, Mexico, Haiti, Nicaragua, Brazil, Colombia, Dominican Republic, Ecuador, Jamaica, or other domestic destinations throughout the United States.

Contracting Officer (CO) - the warranted federal employee with the authority to enter, administer, change, and terminate contracts, or portions thereof, and make related determinations and findings.

Contracting Officer's Representative (COR)—the federal employee(s), including alternates, designated, and authorized in writing by the CO to perform specific technical or administrative functions, including but not limited to, ensuring quality performance of the contract and invoicing.

Flight Duty Period (FDP) - shall be governed in accordance with Federal Aviation Regulations

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(FAR) 14 C.F.R. 117. The flight duty period begins when a flight crewmember is scheduled to report for duty with the intention of conducting a flight and ends when the aircraft is parked after the last flight. For flights conducted under this SOW, flight crews (pilot, co-pilot, flight attendant, flight nurse, and security crew) shall be scheduled to report no more than one (1) hour (30) minutes prior to the first departure time and FDP will end when the aircraft is in the “blocks” or in parking position with parking brakes activated after the last segment.

Flight hour aka Block Hour – the actual time in hours and minutes for each leg commencing when the aircraft starts movement for flight under its own power and ending when the aircraft comes to rest at the destination gate or parking location. Flight hours shall be expressed in actual hours and minutes only. Minutes shall not be rounded up or down, under any circumstances. Minutes are to be expressed in hundredths of an hour. For example, 5 minutes is 0.08 of an hour; 20 minutes is 0.33 of an hour; 50 minutes is 0.83 of an hour. See § 5.2 as Flight Hour is the unit used for invoicing and payment.

Flight time – the time in hours (and parts of hours) for each leg commencing when the aircraft starts movement for flight under its own power and ending when the aircraft comes to a rest at the destination gate or parking location. For the purposes of this SOW, flight time is equal to aircraft block time. Aircraft block time is the flight time plus taxi-time before take-off and taxi time after landing (to reach the gate/parking).

Flight time limits - shall be governed in accordance with FAR 117.

Special High-Risk Charter (SHRC) - Flights between the continental U.S. and locations outside the continental U.S. for removals that are unable to be served by a DSLA charter flight for reasons including, but not limited to, the following: uncommon or long-distance destination, failure to comply with removal proceeding, high profile removal, etc.

1.2 Period of Performance

The period of performance is anticipated to be a base year of 12 months, including 30-days for transitions, and four one-year options for a total of up to five years. The Government may exercise options at its discretion.

1.3 Scope of Contract

The contractor shall provide full air charter services including aircraft, pilots and crews, guards, nurses, and all necessary personnel, materials, services, and other items necessary to provide reliable, safe, and secure mass air transportation of noncitizens in federal custody. Charter aircraft services shall include DSLA and SHRC aircraft. The locations of services to be performed will be worldwide.

2.0 Daily Scheduled Larger Aircraft (DSLA)

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2.1 DSLA Requirements

Provide no fewer than 12 aircraft for DSLA flights capable of transporting a minimum of 148 passengers with an aircraft specification sheet range of at least 2,000 Nautical Miles (NM) or comparable capabilities of a 737-400 for 9 of the 12 aircraft. For longer distance international flights not requiring Extended-range Twin-engine Operations Performance Standards (ETOPS), aircraft must have a minimum range of at least 2,700NM or comparable capabilities of a 737-800 for 3 of the 12 daily aircraft. Available passenger loads may vary based on environmental conditions and airport restrictions in accordance with Federal Aviation Administration (FAA) and International Civil Aviation Organization (ICAO) safety regulations. The Government reserves the right to occupy every available seat on every flight at no additional cost. Aircraft must be configured to permit augmented flights in accordance with Federal Aviation Regulation FAR 117. IAO is projecting a minimum of 31 flights per week with 11,300 annual flight hours and a maximum of 66 flights per week including six flights on the weekend with 24,000 annual flight hours including an average seven flight hours per flight.

Optional Surge Capabilities: At the request of the Government, contractor will have the capability to increase the number of aircraft supporting DSLA flights up to 15 aircraft or more and standup new operating locations in support of the Southwest border or consolidate Hubs if needed including staffing and equipment to conduct operations within a 30-day period upon Government's notification.

2.2 DSLA Aircraft Availability

Contractor shall provide no fewer than 12 DSLA aircraft for exclusive availability and use under this contract for flights every day (Monday – Friday), 52 weeks per year. Flights may be to single or multiple destinations. Augmented flights may be required to meet mission requirements. Flights may be scheduled on Saturday and or Sunday at a maximum of six flights per week in accordance with SOW § 2.8.

Same-model exclusive use aircraft (e.g., B737-400 for another B737-400) may be rotated for maintenance at the discretion of ICE (per SOW § 8.6) or the contractor. COR approval must be obtained prior to rotating and/or adding different model aircraft (e.g., B737-400 for MD-80) to the ICE fleet. The addition of new aircraft to the ICE fleet will require the following information for COR approval:

1. Provide FAA certifications in accordance with 14 CFR Part 121 or Part 135.
2. FAA registration number(s).
3. Identify aircraft owner.
4. Identify number of seats and configuration (Location of Passenger Accommodations LOPA).
5. Identify aircraft make and model for each aircraft; and
6. Provide copies of required insurance and liability and hull insurance coverage.

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Exclusive use aircraft tail numbers assigned to an ICE mission must be assigned for the entire mission day. Mission day is defined as all aircraft government requirements for a specific 24-hour period including single flight, multiple destinations, and any COR/ACOR deviation to flight schedule. COR/ACOR approval must be obtained prior to aircraft rotations/tail number changes mid-mission in accordance with SOW § 2.8 flight notice requirements.

Aircraft type, performance, and flight crew qualifications must permit year-round operation with full passenger loads into and out of all Central and South American major commercial airports, including, but not limited to: El Salvador (MSLP), Guatemala (MGGT), Honduras (MHLM), Mexico (MMMX), Haiti (MTTP), Nicaragua (MNMG), Colombia (SKBO), Dominican Republic (MDSD), Ecuador (SEGU), Jamaica (MKJP), and Brazil (SBCF). If, for destinations such as Toncontin International Airport (Tegucigalpa, Honduras), access is restricted by the host government to certain aircraft types/models, the contractor shall provide an aircraft suitable to meet those restrictions with comparable performance and number of seats. Airstairs are required to operate into and out of all Central and South American major commercial airports. The contractor shall be responsible for ensuring the ability to board and deplane at all locations including the provision of any equipment required to facilitate boarding of handicapped/special needs passengers. Contractor shall ensure ground support equipment is available to support charter operations into airports without long delays or cancellations of flights. The prime contractor is responsible for all acts and omissions and all performance by their teaming partners and any subcontractors that the prime relies on to perform the work.

Depending on ICE's weekly demand for air charter services and at ICE's sole discretion and written approval from the COR/ACOR, the contractor may use aircraft designated for ICE's exclusive use for other uses.

In all instances of aircraft non availability, invoices shall be reduced based on the daily exclusive use fixed price rate (SOW § 2.4), reduced, via liquidated damages (SOW § 4.4), when an aircraft's non-availability interferes with a scheduled flight.

2.3 DSLA Pricing

DSLA aircraft will be priced using two contract line items (CLIN): A firm-fixed price CLIN for aircraft exclusive use availability (SOW § 2.4) and a fixed flight-hour rate for actual flight hours used (SOW § 2.5). These rates will be the same for all DSLA aircraft operating locations. All other costs associated with DSLA flights will be invoiced as Other Direct Cost (ODC) as described in SOW § 2.7.

2.4 DSLA Exclusive Use Fixed-Price Rate

The exclusive use firm-fixed price rate covers the price of aircraft ownership/lease and other fixed costs for the aircraft designated for ICE's exclusive use. The rate will include lease or capital costs of keeping the aircraft available for ICE's exclusive use; required insurance; and

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fixed program management costs managing aircraft and aircraft services. This fee will be charged for every exclusive use DSLA aircraft in the ICE Air fleet.

2.5 DSLA Fixed Flight Hour Rate

DSLA actual flight hour costs shall be invoiced based on actual flight time using a fixed flight hour rate (wet lease) to include: flight crew (using the minimum number required to complete the flight; Contractor determines what is the appropriate minimum number of required flight crew and bears all risk for flight crew obtaining adequate rest in compliance with applicable FAA regulations); security crew; flight nurse; aircraft-to-medical doctor communication capability; maintenance; aircraft cleaning/servicing; aircraft handling/parking/positioning fees; navigation fees; overflight/landing fees; passenger taxes; customs fees; miscellaneous; visas; fees and taxes associated with each flight; fixed base operator (FBO) and equipment costs; administrative costs (scheduling and coordination of flights, clearances, permits, etc.).

The contractor shall be responsible for obtaining all required clearances and landing permits relating to the aircraft, personnel, and subcontractors, to include passenger fees, overflight clearances, airport, and customs fees on all DSLA flights. These costs shall be factored into the hourly flight hour rate. Fuel shall not be included in the flight hour rate (see SOW § 2.12).

2.6 DSLA Positioning Costs

DSLA will operate out of 5 hub airports (see SOW § 2.9). If IAO explicitly directs positioning/de-positioning of a DSLA aircraft outside of standard plane movements required by ordinary operations (standard IAO daily hub to a different IAO hub) conducted by the contractor, flight hours and authorized ODCs may be invoiced and reimbursed for the time that it takes to position/de-position the aircraft.

2.7 DSLA Other Direct Costs (ODC)

The following pass through costs will be invoiced as ODCs: justifiable and documented FARs 117 crew augmentation; crew remaining overnight (RON) (to include rental cars, hotel charges, and per diem for crews – see SOW § 5.6 for per diem guidance); transportation fees for crew staging to permit longer flights; obtaining special equipment (not already required for the operator to comply with Title 14 CFR, Part 382) for the boarding and deplaning of handicapped/special needs passengers; de-icing; any non-flight related requirements directed by ICE Air (training requirements, crew interviews, etc.); COVID-19 expenses for testing (rapid and PCR tests), supplies, medical testing labor costs (within open market local or national average pricing), and aircraft cleaning. On occasion, purchased water can be invoiced as ODC (see SOW § 2.11). Additional security and medical staff, as needed, in coordination with the Government based on operational requirements.

All ODCs costs require prior approval from the COR.

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A flight itinerary shall be provided to the COR for augmented crew, RON, and crew staging ODC requests prior to approval.

Separate charges for any items other than the authorized Other Direct Costs (ODCs) will not be reimbursed.

For Government-caused delays owing to late detainee transportation or non-citizen administrative matters, contractor will be made whole for costs incurred based upon crew, medical, and guard hourly rates in accordance with FAR 52.212-4(l). The Contractor will not be paid any additional flight hour time. If a delay is caused by a receiving country, i.e. change in arrival window or refusal to accept flight due to events in foreign country, the Government will not pay for flight hours if no flight hours occur; the contractor can be made whole by submitting costs incurred and supporting documentation in accordance with FAR 52.212-4(l).

2.8 DSLA Flight Notice Requirements

To facilitate flight planning, COR/ACORs will reach out to contractor with a list of aircraft flight stop requirements which will go through multiple revisions and iterations until final schedule requirements no later than 24 hours prior to the initial departure time of a flight (48 hours on weekends). If an emergent requirement occurs for a departure in less than 24 hours, the contractor shall make its best effort to comply, but will not be contractually obligated to make the flight. For longer flights such as a Brazil flight that do not require ETOPS, the contractor will be provided 7 days' notice prior to initial departure time of a flight.

No later than 12 hours prior to each scheduled departure time, the contractor shall provide the following information to the COR: the aircraft registration number, crew identification, and crew qualifications. Not providing this information 12 hours before a scheduled departure may result in a determination of non-availability of the flight by the COR, which may result in liquidated damages as described in SOW § 4.4.

The Government reserves the right to cancel DSLA flights prior to the latest departure time without penalty per SOW § 4.3 Cancellations. If the Government cancels a flight for its convenience, it will be handled in accordance with FAR 52.212-4(l), Termination for the Government's Convenience. Contractor will need to provide supporting documentation for costs incurred to the CO's satisfaction.

2.9 DSLA Operating Locations.

DSLA flights will typically depart and return to the operating locations below; however, when directed by the COR, an aircraft/crew may be scheduled to stage the day prior for an early departure or to remain over night at an enroute location. On those occasions, costs for remaining overnight will be reimbursed as ODCs as described in SOW § 2.7. Following are the DSLA operating locations and minimum required exclusive use aircraft per location:

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- Phoenix-Mesa Gateway AP, Mesa, AZ. (3 aircraft)
- Alexandria International AP, Alexandria, LA. (2 aircraft)
- Harlingen/Valley International AP, Harlingen, TX. (3 aircraft)
- San Antonio International AP, San Antonio, TX. (3 aircraft)
- Miami International AP, Miami, FL. (1 aircraft)

Aircraft at locations Mesa, AZ; Alexandria, LA; and Harlingen, TX, one (1) of the aircraft at each location shall be able to fly long-range, having a minimum range of at least 2,700NM with non ETOPS supporting flights to South America comparable capabilities to a B737-800.

2.10 DSLA Crew Members

DSLA flights shall be completed with the minimum number of flight crewmembers required to meet the schedule at the most economical cost to the Government. The contractor is responsible for determining the minimum number of flight crew required to successfully complete the scheduled mission. Crew augmentation may be required.

All DSLA flights require 13 security guards. At a minimum, 2 guards will be female, with no more than 4 female guards per flight unless it is an all-female manifested flight, then -- at a minimum -- 7 guards will be female. At least 7 of 13 guards will be fluent in both Spanish and English. For flights into Haiti, a Haitian Creole fluent guard is preferred, but not mandatory. At a minimum, a pre-recorded audio passenger safety brief in Haitian Creole shall be presented to passengers prior to flights into Haiti.

All DSLA flights require at least two registered nurses. See SOW §§ 7.0-7.4 for security guard and nurse qualifications and requirements.

Flight crews shall report no more than 1 hour and 30 minutes prior to the first scheduled departure time with flight duty period (FDP) ending when the aircraft is parked at the completion of the last flight.

2.11 DSLA Catered Meals

Catered meals will not be provided by the contractor on DSLA flights. Regarding longer DSLA flights in support of South America or like missions, meals may be requested in advance by the COR and invoiced as ODC. DSLA meals and water (typically 1 meal and 1 water) will be provided by the Government at the passenger staging facility. During extensively hot operational days or the need to provide water by the contractor, the costs will be reimbursed to the contractor by authorized ODC.

2.12 Fuel Costs

A fuel peg will not be established. Fuel expenses will be invoiced at actual costs to the contractor and paid under a time-and-materials CLIN by the Government. The Contractor is

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responsible for ensuring that ICE is not charged for fuel that is unrelated to this requirement. To the extent able, the Contractor shall obtain fuel at the most advantageous prices available with due regard to securing prompt delivery of satisfactory services. Contractor is required to maintain a fuel management program outlined within SOW § 5.0 Invoicing and SOW § 8.11 Delivery Summary Reports including maintaining specific ICE contracted aircraft fuel levels at the beginning, during refueling, and end of each flight to ensure only fuel purchased is used for ICE flights or applicable credits applied to overall fuel charges for non-ICE flight.

3.0 SHRC Flights

3.1 SHRC Requirements

SHRC aircraft type should be the most cost-effective solution to meet IAO mission requirements. Large Aircraft SHRC missions must be capable of transporting 148 to 300 passengers at a range of at least 4,000NM. On occasion, IAO may request Small Aircraft SHRC missions capable of transporting up to 14 passengers at a range of at least 2,700NM. Extended Operations (ETOPS) certified aircraft will be required for Large SHRC missions. SHRC missions are scheduled on an as-needed basis. IAO is projecting a minimum of one (1) SHRC flight and a maximum of twenty-four (24) SHRC annual flights.

3.2 SHRC Pricing

SHRC rates, scheduled in accordance with SOW § 3.6, will be provided separately from the DSLA rates. SHRCs scheduled IAW SOW § 3.6 will have 4 fixed price flight hour wet-lease rates based on aircraft with no less than: 300 seats, 200 seats, 148 seats, 14 seats. All other costs will be billed using ODCs (SOW § 3.5).

An expedited SHRC request, not scheduled IAW SOW § 3.6, may be requested and flown based on availability of aircraft/crew. Additional costs resulting from expedited SHRC requests must be approved by the COR prior to scheduling the flight. To get pre-approval of additional costs, the contractor shall provide invoices demonstrating it is incurring additional costs from its subcontractors, to perform the expedited SHRC. COR-approved expedited SHRC costs will be invoiced as ODCs.

3.3 SHRC Fixed-Price Flight Hour Rate

SHRC flights will be invoiced based on actual flight time using a fixed-price (wet lease) flight hour rate to include: aircraft; flight crew (using the minimum number required to complete the flight; contractor determines what is the appropriate minimum number of required flight crew and bears all risk for flight crew obtaining adequate rest in compliance with applicable FAA regulations); onboard management representative to pay fuel/parking/clearance bills; mechanic; aircraft-to-medical doctor communication capability; maintenance; insurance; administrative costs (program management, scheduling and coordination of flights, clearances, permits, etc.). Large SHRC flight (148-300 seats) hourly rates will include 15 security guards. Small SHRC

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flight (i.e., 14 seat aircraft) hourly rates will not include security guards, which are not required for these flights.

The contractor shall be responsible for obtaining all required clearances and landing permits relating to the aircraft, personnel, and subcontractors, to include passenger fees, overflight clearances, airport, and customs fees on all SHRC flights, but due to the widely varying costs at remote locations/countries these fees will be billed separately as ODCs. SHRC security crew costs for requirements greater than 15 security guards will also be invoiced as ODCs.

Fuel shall not be included in the SHRC flight hour rate (see SOW § 2.12).

3.4 SHRC Positioning Costs

Positioning costs for pre-positioning aircraft to scheduled SHRC departure airports will be reimbursed using the flight hour rate and may also be authorized ODC costs (SOW §3.5).

3.5 SHRC Other Direct Costs (ODC)

The following pass through costs will be invoiced as ODCs: justifiable and documented FARs 117 crew augmentation; crew remaining overnight (RON) (to include rental cars, hotel charges, and per diem for crews – see SOW § 5.6 for per diem guidance); transportation fees for crew staging; obtaining special equipment (not already required for the operator to comply with Title 14 CFR, Part 382) for the boarding and deplaning of handicapped/special needs passengers; de-icing; catering (see SOW § 3.9); aircraft cleaning/servicing; aircraft handling/parking/positioning fees; navigation fees; overflight/landing fees; passenger taxes; customs fees; miscellaneous fees and taxes associated with each flight; crew visas; crew inoculations; any non-flight related requirements directed by ICE Air (training requirements, crew interviews, etc.); SHRC security guards (for flights that require greater than 15 guards); Flight Nurse (if required); and COVID-19 expenses for testing (rapid and PCR tests), supplies, medical testing labor costs (within market local or national average pricing), and aircraft cleaning.

All ODCs costs require prior approval from the COR.

A flight itinerary will be provided to the COR for augmented crew, RON, and crew staging ODC requests, prior to approval.

Separate charges for SHRC flights, other than the authorized ODCs, will not be reimbursed.

For Government-caused delays owing to late detainee transportation or non-citizen administrative matters, contractor will be made whole for costs incurred based upon crew, medical, and guard hourly rates in accordance with FAR 52.212-4(l). The Contractor will not be paid any additional flight hour time. If a delay is caused by a receiving country, i.e. change in arrival window or refusal to accept flight due to events in foreign country, the Government will

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not pay for flight hours if no flight hours occur; the contractor can be made whole by submitting costs incurred and supporting documentation in accordance with FAR 52.212-4(l).

3.6 SHRC Scheduling

Large SHRC aircraft (148+ seats) will be required to depart with no more than 30 calendar days advanced notice. Small SHRC aircraft (14 seats) will require no more than 10 business days advanced notice. Itinerary and seat requirements specific to a flight will normally be provided by the COR a minimum of 10 calendar days prior to the desired departure date and the contractor shall be available to always receive scheduling requirements. Within 48 hours of a scheduling requirement from the COR, the aircraft registration number, crew identification (including passport number, expiration date, place/date of birth), and crew qualifications shall be provided to the COR. Due to the complexity of SHRC mission scheduling, alternate aircraft and crews also need to be identified within 48 hours of a scheduling requirement. Aircraft substitutions made fewer than 10 calendar days prior to the scheduled departure time will only be permitted to replace mechanically deficient aircraft or for other unusual circumstances, but in all cases, require prior approval by the COR to verify validity of the requirement for a change of aircraft.

3.7 SHRC Crewmembers

SHRC flights will be completed with the minimum number of flight crewmembers required to meet the schedule at the most economical cost to the Government. The contractor is responsible for determining the minimum number of flight crew required to successfully complete the scheduled mission. Regardless of the contractor's reliance on subcontractors or commercial vendors, it is the prime contractor's responsibility to ensure crew get adequate rest, in accordance with applicable regulation, to perform the mission. SHRC crews will include an onboard Management Representative to pay fuel/parking/clearance bills and a mechanic. Aircraft and crew will be in position and ready for departure a minimum of 3 hours prior to the scheduled departure time.

Large SHRC flights require a minimum of 15 security guards. On select large SHRC flights, ICE may request up to 25 security guards, to include a minimum of 4 female guards. Due to the varying SHRC destinations, security guard language proficiency is not required.

Upon request, SHRC flights will require contracted flight nurses. Contracted medical personnel requirements for SHRC flights will be specified when the mission is requested.

Contracted security guards and/or medical personnel may be substituted for ICE personnel, as deemed necessary by IAO.

See SOW § 7.0-7.4 for security guard and nurse personnel qualifications and requirements.

3.8 Large Aircraft SHRC Routes

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Following are samples of Large Aircraft SHRC routes:

- AEX-SJU-SID-LOS-SID-JFK-SAT
- MIA-TJSJ-GOOY-DNMM-GOOY-TJSJ-MIA
- IWA-ONT-HNL-PWAK-PGUM-RPLC-PNH-ZSFZ-MNL-GUM-PWAK-HNL-LAX

3.9 Catered Meals

All SHRC flights will require commercial airline quality catered meals for all passengers. Occasionally, Halal meals will be required. Legs of up to two hours will require a large snack. Legs up to four hours will require a hot meal. Legs of four hours or more will require both a hot meal and a large snack. Sufficient bottled water for all passengers and crew shall be provided for each leg.

4.0 Flight Performance

4.1 Late Departures and Arrivals

The return of noncitizens to their countries of origin requires a significant amount of coordination and logistics as well as large expenditures by participating foreign governments in resources, facilities, and personnel. Scheduled arrival times are the result of diplomatic negotiations, and any delays can result in diplomatic relations challenges, inconvenience to foreign officials/administrative personnel, the receiving country denying entry, and additional costs. Because arrival at the scheduled time is so important, any flight that departs the gate or loading area to commence taxi for takeoff more than one (1) hour after the scheduled departure time due to contractor-caused delays will be considered a **late departure**. Any flight arriving at a destination more than one (1) hour after the scheduled arrival time due to contractor-caused delays will be considered a **late arrival**. Late departures and late arrivals may result in an assessment of liquidated damages as set forth in SOW § 4.4. A late departure may also result in a determination of non-availability.

To determine applicability of performance measures, the COR will use departure and arrival times recorded by the onboard ICE officer in charge and agreed to as being accurate by the senior onboard contractor representative. Any departure time disputes will be resolved before the aircraft leaves the gate or departure area.

4.2 Aircraft Maintenance

Aircraft shall be maintained in accordance with FARs 121 or 135. Maintenance issues will be reported to the COR as soon as possible. The final “Go/No Go” decision by the COR/ACOR will be required no later than two hours prior to the latest departure time. Cancellations due to maintenance may result in an assessment of liquidated damages as set forth in SOW § 4.4.

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ICE will not be responsible for costs incurred because of mechanical failure or for any reason not caused by the Government.

4.3 Cancellations

Any flight, which due to contractor-caused delays (including any causes by the contractor's subcontractors or commercial vendors upon which the prime contractor relies), is unable to depart the gate or loading area prior to the latest departure time provided for each flight may be cancelled by the COR/ACOR. If a flight is cancelled due to a mechanical issue or flight crew delay, the contractor is responsible for the rescheduling of the flight within 24 hours.

The Government retains the right to cancel any planned flight prior to the latest departure time without any penalty or cancellation fee on the Government. Regardless of contractor's commercial practices, the Government will not incur any cancellation, change, or rescheduling fee regardless of the Government's reason for cancellation. Cancellations of flights or parts of flights owing to Government-caused delay or cancellation will be handled in accordance with FAR 52.212-4(I), Termination for Convenience of the Government. The request for compensation of costs incurred due to cancellation by the Government will need to be submitted in writing to the CO. The request must be accompanied by an invoice, with receipts to substantiate the costs listed on the invoice. The Government will not reimburse the contractor for any costs invoiced that are not substantiated by receipt of payment (including payment receipts to subcontractors), or billable hours or salary of contract employee who were to perform functions associated with the flight.

4.4 Liquidated Damages

Non-availability of aircraft and/or crew, late departures, late arrivals, cancellations, and other instances of aircraft unavailability will result in the assessment of liquidated damages. Liquidated damages will not exceed the total cost of the scheduled flight. Charges may be assessed for costs incurred regardless of whether or not the contractor is able to make an aircraft available in time to meet a re-scheduled departure time. Aircraft substitutions less than 24 hours prior to the scheduled departure time will only be permitted to replace mechanically deficient aircraft or for other unusual circumstances, but in all cases, require prior approval by the COR to verify validity of the requirement for a change of aircraft. FAR 52.211-11 if the Contractor fails to perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$250 per day times the number of scheduled non-citizens times the number of days until rescheduled flight not to exceed the total cost of the scheduled flight.

5.0 Invoicing

5.1 Flight Invoices

SHRC invoices will be for single missions. DSLA invoices will be for a 14-day invoice period.

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Invoices shall include ICE Air invoice template (to be provided); dates and routes of each flight with domestic and/or international hours flown; subtotals of domestic and/or international hours flown during the invoice period with associated costs; total hours and total fixed price hourly cost for the invoice period; legible copy of the official flight log used to determine billable flight hours; pass through costs invoiced as ODCs (see SOW § 5.3). Contractors may submit up to three invoices per invoice period (A invoice flight hours/medical hours, B invoice HOTAC and COVID, C invoice fuel and ground) to capture ODC cost receipts not immediately available at the close of the invoice period. A fourth invoice can be submitted if approved by the COR.

To streamline invoice processing, the Government is using an Invoice Robotics Process Automation (RPA) process which requires that data supporting Charter Air service costs and any other additional costs covered by this contract be recorded electronically utilizing the RPA Invoice Charter Air Template (ICAT). The ICAT must be completed in its entirety in the established format and submitted including invoice supporting documentation. Once completed, the ICAT must be submitted via e-mail to both the COR and the ERO RPA team mailbox (erorpa@ice.dhs.gov). Please note that the requirement for ICAT submission is prior to and in addition to the invoice instructions included in this contract. ICAT updates may be requested by the COR and will require timely resubmission to the COR and the ERO RPA team mailbox. The Government reserves the right to update the invoice supporting documentation process, templates, or other related documents in order to resolve issues, expand capabilities and improve performance of the reconciliation process.

The contractor will not submit invoice through the consolidated invoice processing email until COR approval of the ICAT after it has been processed using RPA. Any invoice discrepancies must be corrected prior to final submission.

The government will use random sampling techniques in addition to RPA.

5.2 Invoicing Flight Hour – Block Time

Flight hour is the actual time in hours and minutes for each leg commencing when the aircraft starts movement for flight on its own and ending when the aircraft comes to rest at the destination gate or parking location. For billing purposes, flight time shall be expressed in actual hours and minutes only. Minutes shall not be rounded up or down. Flight hour charges will be computed for each leg using hours plus actual unrounded minutes of flight time converted to hundredths of an hour (minutes divided by 60 and then rounded up or down to 2 decimal places) multiplied by the cost per flight hour. Only flight hour charges submitted with complete flight logs will be reimbursed.

5.3 Invoicing ODCs

ODC invoices will include:

- (1) Legible receipts for all invoiced ODC expenses.

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- (2) Itemized lists for catering expenses.
- (3) Documentation of COR approval for ODC expenses (IAW SOW § 2.8 and 3.5).
Email correspondence is acceptable.
- (4) Documentation of COR approval for non-standard ODC expenses (exceeding per diem rates, late checkout, inflight Wi-Fi).

5.4 Invoicing Fuel

Fuel purchase receipts and a legible fuel purchase log denoting gallons purchased and price per gallon paid. A fuel management program must be established to ensure at a minimum a ledger of ICE contracted aircraft with tail numbers fuel management including fuel levels at start of flight, purchased fuel within legs of travel, and return of aircraft to hub location. If aircraft is used for a non-ICE flight, then the government must receive credit of fuel utilized or aircraft is returned to the same level of fuel as recorded when returned to hub from ICE flight. Fuel invoiced will be submitted on C invoice will also be included in the RPA process.

5.5 Hotel/Rental Car/Per Diem/Commercial Air Travel

Per diem and commercial air travel, approved by the COR, will be reimbursed consistent with PL 99-234, Federal Civilian Employees and contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Invoices for this expense item shall be supported by paid receipts. World-wide government hotel and per diem rates may be accessed at the following link: <http://aoprals.state.gov>. Commercial air travel will be at the lowest available coach rates, and rental car charges, unless specifically authorized by the CO or COR. Hotel, rental car, per diem, commercial air travel, and other ODC expenses not meeting requirements without prior CO or COR approval will not be reimbursed. When crew staging is required, only costs of commercial travel tickets, hotel, and per diem will be reimbursed. Crew ground transportation will be reimbursed from airport to hotel and hotel to airport, using the most economical option available.

6.0 Operational Requirements and Services

6.1 Federal Aviation Administration (FAA) Certifications

All flights must be operated by an FAA-certified air carrier/commercial operator under 14 CFR Part 121 or 135 and in accordance with FAA/ICAO authorizations and regulations.

Contractor shall follow all safety and Health Standards per 29 CFR 1910, 29 CFR 1925 and 41 CFR 50-204 for personnel fulfilling the scope of this contract.

6.2 Acceptance Process

The U.S. Government shall assist with expediting the acceptance process of the aircraft and crew into the United States where possible.

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At the time of a flight, the contractor shall be required to submit for the next flight both primary and backup flight crew identification (full name, passport number, passport expiration date, place, and date of birth) as well as information for both the primary and backup aircraft (to include the FAA registration numbers, aircraft owner(s), number of seats/configuration, and make/model of each aircraft). The aircraft should have similar paint schemes, and these will be the *only* aircraft authorized to operate for the flights.

The aircraft operator must possess any permits and licenses required to operate passenger flights between the United States and Cuba, Brazil, Peru, Ecuador, Panama, El Salvador, Guatemala, Honduras, Mexico, Haiti, Nicaragua, Colombia, Dominican Republic, and Jamaica prior to the contract period of performance. ICE will not assist in obtaining permits and/or operating clearances.

6.3 Flight Plans

Flight plans should be filed for direct flights with minimum enroute technical stops. Enroute technical stops require prior approval from the COR.

As authorized by FAA 7110.65, for domestic routing the contractor will ensure that each flight plan includes the following in the remarks section: "Request Operational Law Enforcement Priority."

For all flights, takeoff will be accomplished after gate departure without undue delay unless caused by the controlling civil aviation authority.

Copies of flight plans (including any with changes made by the flight crew) shall be made available for review when requested by the COR.

6.4 Baggage

When noncitizen national passengers are transported, each shall be allowed baggage not to exceed 40 pounds. Contractor shall weigh any baggage suspected to be over 40 pounds.

7.0 General Flight Crew Requirements

The contractor shall certify in writing to the COR prior to any flight, that all contractor personnel (including pilots, flight attendants, security crewmembers, flight nurses, and maintenance personnel) are U.S. citizens, have successfully completed a 7-year criminal background investigation within the previous 12 months, and that based on the results of that background investigation, a determination has been made that all personnel are qualified to perform duties associated with these flights. Any felony conviction, regardless of when occurring, will preclude qualification. The contractor will take immediate removal of contractor or sub-contractor personnel from Government support service in the event of any misconduct until a proper internal investigation is conducted. The contractor will advise the CO and COR of such action

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and the outcome of the investigation prior to the return of contractor or sub-contractor personnel to Government support service.

All pilots, flight attendants, flight nurses, and security crewmembers shall have valid passports with any visas and inoculations required to permit departure from and entry into the United States and all scheduled foreign destinations. The contractor is responsible for obtaining vaccinations for all contract guards and flight crew in accordance with the Center for Disease Control guidelines for travel to foreign countries. For DSLA, charges for any of these items will be included in the total fixed flight hour rate. For SHRC flights, charges for visas and inoculations will be invoiced as ODCs.

All crew members shall be expected to be in good physical condition, and the contractor shall be financially liable for all costs associated with flight deviations occurring because of illness experienced or other delays caused by contractor crew members.

7.1 Guard Crew Duties and Requirements

Guard crew duties include, but are not limited to, the following tasks: searching the aircraft for contraband, searching noncitizens for contraband, boarding and debarking noncitizens (including those handicapped and/or requiring special assistance) and loading property onto and off the aircraft, feeding noncitizens in flight and assisting in post-flight cabin cleanup, identifying proper documentation, escorting to rest rooms, assisting with perimeter security, when requested, restraining noncitizens or removing restraints, and ensuring general security and safety of noncitizens when onboard the aircraft.

ICE Officer(s) will be responsible for the custody of any noncitizen passengers. The guard crew shall not carry weapons (including less than lethal).

The contractor shall ensure and certify by letter to the COR that contract guard crewmembers meet one or more of the following minimum requirements: (a) 1 year of full-time experience as a corrections/detention officer within the United States; (b) 1 year of full-time experience while employed by a United States federal, state, county, city or municipality law enforcement entity, or the United States Military; or (c) 1 year of security type duties as a security guard.

ICE will provide the contractor the ICE Air Standard Operating Procedure (SOP) for guard crewmembers and standardized guard crewmember training requirements. Training will be administered by the contractor at no additional cost to the Government. At a minimum, the Contractor shall be required to provide training for contract guards in the follow areas: ICE Air SOP, ICE standardized guard crewmember training, cabin safety training equivalent to training provided by Flight Attendant and Cockpit Training Seminars (FACTS) or Civil Aerospace Medical Institute (CAMI), defensive tactics training, security training, handcuffing, and foreign language for non-fluent contract staff to meet contract staffing levels. The contractor is required to ensure all sub-contractors working under this contract have training that supports any and all requirements called for by the FAA Part 121 carrier certificate. At a minimum, all guard crewmembers are required to be trained on the ICE Air SOP prior to performing guard

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duties. All additional training will be required within ten (10) months of contractors entering on duty and at intervals called for by the FAA Part 121 carrier's certificate and the ICE Air standardized guard crewmember training requirements. ICE Air will verify contractor training compliance in accordance with the contract quality assurance surveillance plan (QASP). If IAO directs additional mission essential training to be completed for safety reasons or equipment use, it may be invoiced as an ODC as agreed to with a COR prior to training commencement.

All guard personnel must be 1) U.S. citizens residing in the United States; 2) certified as security officers in the states where their work is to be conducted, and must maintain those certifications; 3) pre-employment screened including psychological testing, honesty and integrity validation, employment verification, criminal records checks, credit checks, driver's license check, pre-employment and random drug screening—all of which will be continuously monitored and checked on an annual basis; 4) possess a successful background and security investigation with no derogatory references; and 5) capable of lifting 50 pounds. Any instance of criminal conviction, or non-disclosure of same, will preclude an individual from eligibility to act in any crewmember position.

7.2 Uniforms and Personal Protective Equipment

Contractor guard crews and flight nurse personnel will all wear similar leather shoes, khaki pants, and solid color polo shirts with black nametags (white lettering) and no other insignia, no tee shirts, jeans, or tennis shoes will be permitted, and shall provide for the care, custody, and security of the passengers during the transportation process only. Personal Protective Equipment (PPE), such as latex gloves for use during searches of noncitizens, will be provided at the discretion of the contractor and at no additional cost to the Government.

7.3 Flight Nurse Requirements

The flight nurses shall be proficient in the Spanish and English languages and a licensed physician, nurse practitioner, or registered nurse able to demonstrate proficiency in aviation medicine through a recognized United States accrediting organization. The following apply to duties performed by the flight nurse:

- Involuntary medication will not be administered.
- Medications will be administered only as prescribed by a credentialed medical provider (i.e., a physician, physician assistant, or nurse practitioner).
- Medication administration procedure must assure that the correct medication, dose, time, and route are administered to the correct patient.

The flight nurse will maintain current qualifications to provide urgent first responder care, including use of an Automated External Defibrillator (AED). The contractor shall certify flight nurse qualifications and provide documentation of the certifications to the COR.

7.4 ICE Flight Nurses

ICE flight nurses may be assigned to flights. For SHRC flights, the contracted flight nurse

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requirement will be specified when the mission is requested.

8.0 Additional Requirements

8.1 FAA Compliance

The aircraft operator must be FAA certified and operate as an air carrier/commercial operator under 14 CFR Part 121 or 135; operate the aircraft in accordance with FAA/ICAO authorizations/regulations; and use only pilots and crewmembers qualified, current and authorized to act as flight crewmembers under the contractor's air carrier/operator certificates. Flight attendants will be provided as required to meet flight safety and FAA requirements, but will not interact with the noncitizens, U.S. Government officials, or foreign government officials. Unless specifically permitted otherwise by the CO or COR, all aircraft must be U.S. Flag/registered, and all contractor personnel must be U.S. citizens.

8.2 Available Seats and Cargo Space

The Government reserves the right to occupy any available or empty seats and available cargo space on all legs of missions at no additional cost.

8.3 Other Government Agencies and Transport of U.S. Citizens back into the U.S. during Emergency situations

ICE reserves the right to allow personnel and equipment from other agencies to occupy vacant seats and cargo hold space on IAO chartered flights where such allowances do not result in any deviation to the scheduled mission and comply with The Purpose Statute 31 USC 1301(a). If ICE receives a request from another Government agency to use the aircraft or vacant seats, coordination must be through IAO first and priority will be given to ICE-mission requirements before any other agency's mission or request.

Other agency passengers shall be considered guests of ICE and occupy vacant seats as if they were ICE personnel. Travel orders and other forms of travel authorization or approval documentation shall be issued by the other U.S. Government agency. Any use of the aircraft by other U.S. Government agencies under this contract must be approved in advance by the Assistant Director, Removal or higher as well as the CO. If supporting other government agencies, carriage of weapons and mission-related equipment may be required on some flights.

ICE reserves the right to allow other persons to occupy seats, "space available," on an already scheduled flight in accordance with OMB Circular A-126.

Contractor will maintain accurate flight manifest in accordance with 49 U.S.C. §44909, which requires the manifest include: (a) the full name of each passenger; (b) the passport number of each passenger; (c) the name and telephone number of a contact for each passenger.

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8.4 Medical Equipment and Lavatories

Large aircraft (148 seats or more) must be configured with at least 3 operational enclosed lavatories available for all flight passengers and not be exclusive use for crew members and one equipped with an AED plus one with commercial airline standard first aid kit. Additionally, for all flights the contractor shall provide 24-hour airborne communications access to physician medical assistance/guidance, either using a company physician or a sub-contractor.

8.5 Data Protection

The contractor shall handle sensitive but unclassified information IAW MD 11042.1, Safeguarding Sensitive but Unclassified (FOUO) Information. Prior to each flight, ICE will provide the contractor the names and identifying information of each foreign national and escort officer on the flight for inclusion in the flight plan. ICE will transmit the information encrypted and password-protected via email and provide the contractor the password in a separate email. Subsequent transmissions of the information by the contractor (e.g., to a subcontractor) will also be encrypted and password-protected if sent by email. If sent via fax, the contractor will notify the recipient before transmission to ensure receipt. The contractor will retain this information for 180 days after the flight. The contractor will require that any subcontractors also adhere to these requirements for transmission of data and retention. The requirements above apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions and requirements set forth in this paragraph will be attributed to the contractor.

8.6 Aircraft Parking, Servicing, and Maintenance

The contractor shall park the aircraft at loading and unloading locations within the selected airports after coordination with the COR/ACOR. The contractor is responsible for servicing the lavatories and cleaning of the aircraft prior to each flight. The contractor is responsible for scheduling ground servicing and support, including towing, parking, re-fueling, lavatory servicing and aircraft cleaning. Contractor shall ensure Ground Support Equipment (GSE) is available to provide operations at airports without causing cancellations and unnecessary delays.

IAO reserves the right to replace an airframe that is deemed unable to meet operational or safety levels suitable to meet the IAO mission profile. The replacement airframe will remain in service until suitable repairs are made to the aircraft in question. The contractor will provide the COR and ICE Aviation Safety Officers (ASOs) notification of known aircraft items to be placed into deferral status as soon as possible, but prior to departure. The IAO Contract Aircraft Deferral Notification form (Attachment A) will be used to notify IAO of the deferred item. The deferral notification form must be emailed to the COR and ASOs and include the plan to supply additional support equipment, to be in place at all required stops, to support the aircraft for duration of the mission. The specific deferral items are, but not limited to, the following

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categories: APU, Electrical Power, Cabin Temperature control, Aircraft pressurization, Seats, Lavatories, and the P.A. system. Therefore, the Government reserves the right to cancel or alter a mission, at no cost to the Government, due to one of the listed items being inoperative and the contractor's inability to provide additional support to the aircraft at any of the mission stops.

During hot weather operations, the contractor shall ensure that air conditioning carts are used to supplement onboard aircraft cooling systems when required to maintain comfortable cabin temperatures while on the ground. IAO must ensure that the environment inside the aircraft cabins meet current performance-based national detention standards (PBNDS) for detainee passengers. Contractor will provide status of air conditioning carts for frequented airports within the U.S., South America, Central America by March 15th of each year.

The contractor is responsible for ensuring the GSE is available and operational at all stops to support the aircraft assigned to this contract, as required. If for some reason a piece of GSE is not operational along a route when required due to aircraft maintenance issues or environmental factors, the contractor will immediately notify IAO COR of the situation and work on procuring replacement GSE. If GSE is not available prior to mission start the COR will be notified. Contractor will provide status report of de-ice capabilities for all frequented airports for U.S. destinations where cold weather operations exist by October 15th of each year.

8.7 U.S. Government Responsibilities

The U.S. Government will ensure that all passengers to be transported shall have completed security screening and have proper documentation to permit departure to the foreign destination(s).

Onboard U.S. Government officials will be responsible for all direct liaison and discussion with foreign government officials regarding passenger immigration and the reasons for their transport.

The U.S. Government will provide flight schedule requirements IAW SOW §§ 2.6 and 3.6. The U.S. Government will provide the contractor with a manifest containing the names of all passengers for each flight prior to departure.

The U.S. Government cannot guarantee acceptance of all boarded passengers by foreign governments. Responsibility for handling any incidents of non-acceptance of passengers in ICE's custody shall fall on the U.S. Government, not on the contractor. On occasion, a non-citizen may not be accepted at the flight destination and will return back to the U.S.

8.8 Contract Management

The contractor shall provide continuous management oversight to ensure that all services required under the contract are performed in a timely and satisfactory manner. A contractor Project Manager (PM) will be designated who will be available via phone and e-mail twenty-four hours a day, seven days a week, during the contract period of performance. This position is

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included as Key Personnel in accordance with HSAR 3052.215-70 Key Personnel or Facilities (DEC 2003).

The PM shall have a minimum of 5 years project management experience, demonstrating project management support services with large, high risk, sensitive projects and division level management experience managing projects and staff of comparable scope to the effort assigned.

Other management support staff should include licensed FAA dispatchers/schedulers, aviation safety representative, and aviation maintenance representative each having a minimum of 5 years' working experience.

8.9 Required Insurance and Liability Coverage

Prior to performance of any services, the contractor shall procure and maintain during the entire contract period of performance the following insurance coverage:

(1) Liability Insurance. The contracted carrier shall procure and maintain during the term of this agreement, and any extension thereof, aircraft and General Public Liability Insurance in accordance with 14 CFR 205. The minimum required liability limit coverage for each aircraft shall be \$100,000,000.00 for each occurrence.

(2) Insurance Certificates. Contractors shall have required insurance coverage in force throughout performance of services. Copies of current insurance certificates must be provided to the Government upon request and areas in the certificates denoting liability and hull insurance should be highlighted for easy reference.

(3) Workers Compensation. The contractor shall maintain workers compensation insurance providing applicable statutory benefits for all employees performing services pursuant to this contract. The cost of such workers compensation insurance premiums is the operator's responsibility.

(4) Conditions of Insurance. Each such policy shall insure the contractor's contractual liability to ICE contained in this contract. The geographic limits, if any, contained in each and every such policy of insurance shall include at the minimum all territories over which operator will operate the Aircraft for which the insurance is placed. If the policy is cancelled, the operator shall give ICE written notice as soon notification is received.

(5) Other Insurance(s) As Requested. In certain instances, the Government may require additional or supplemental insurance. If a contractor is required to carry medical malpractice insurance to provide the required services, then it is up to the contractor to determine those requirements to comply with federal and state laws. The Government is not explicitly adding the requirement to our SOW - but the contractor is responsible to comply with applicable federal, state, local, tribunal, etc. laws in performance of the contract.

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8.10 Robotics Process Automation (RPA) Air Charter Contract Requirement

To streamline invoice processing, the Government is using an Invoice Robotics Process Automation (RPA) process which requires that data supporting Charter Air service costs and any other additional costs covered by this contract be recorded electronically utilizing the RPA Invoice Charter Air Template (ICAT). The ICAT must be completed in its entirety in the established format and submitted including invoice supporting documentation. Once completed, the ICAT must be submitted via e-mail to both the COR and the ERO RPA team mailbox (erorpa@ice.dhs.gov). Please note that the requirement for ICAT submission is prior to and in addition to the invoice instructions included in this contract. ICAT updates may be requested by the COR and will require timely resubmission to the COR and the ERO RPA team mailbox. The Government reserves the right to update the invoice supporting documentation process, templates or other related documents in order to resolve issues, expand capabilities and improve performance of the reconciliation process.

8.11 Deliverable Summary Reports

The contractor shall provide reports to the COR including, but not limited to:

1. Invoice summary reports (every 2 weeks) detailing charges for each flight/billing period with total cumulative charges, actual fuel costs, total flight hours to date, and flight hours/funding remaining on the contract. Fuel costs report will include all fuel levels by aircraft tail number listing out flights supported fuel start, all occasions of purchased fuel being charged to the government including the cost and amount of fuel added, balance during legs of travel, and level of fuel during return to hub at end of flight. Any deviation from ICE purchased fuel levels must be accounted for and fully documented on fuel report.
2. Monthly and quarterly summary of flights (for each flight include the type aircraft, origination and destination dates/times/locations, number of passengers, type and number of flight hours, invoiced amount) with monthly and cumulative monthly totals.
3. Monthly current pilot (covers pilot certifications and experience levels including type ratings) and current flight attendant rosters. For everyone listed, rosters should include name, date of birth, place of birth, citizenship, position assigned, and in addition for pilots, certifications, and flight time experience.
4. Quarterly operational summary Safety Reports (including total number of flights per quarter, total number of flight hours per quarter by CLIN, total number of flights designated by origin-destination pairs, details of any aircraft accidents or incidents including flight crewmembers involved / aircraft type/ registration number / dates / location / number of passengers). Accidents, incidents, and /or violations must be reported immediately upon occurrence.
5. The contractor shall provide IAO with reports that demonstrate the existence of a healthy safety culture generated from their FAA-required Safety Management System (SMS). The report should include identified hazards, incidents and how risk has been mitigated through the carrier(s) SMS process. The reports will be provided in format

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agreed to by the IAO Safety Team and the air carrier. Reports will be due by the 15th day following the reporting month.

6. The contractor shall provide monthly safety reports covering the serviceability of GSE, Foreign Object Debris (FOD) control and removal, general housekeeping of the aircraft ramp area, and any hazards that are identified at all IAO base locations.
7. Contractor employee training records report showing compliance with contract required trainings.
8. The contractor shall be responsible for historical statistical data tracking to include at a minimum all air charter movements of embarking location, debarking location, totals of noncitizen movements, noncitizen population, aircraft tail numbers, aircraft cancellations, aircraft delays, liquidated damages, and weekly aircraft utilization rates. Provide weekly, monthly, and annual reports to the COR and specific requested *ad hoc* reports upon COR or ACOR request within 24 hours.
9. Contractor will use satellite flight tracking systems to track flights in real-time identifying and alerting the Government COR of any emergency situations.

All reporting will be based upon industry best practices and provided at no additional cost to the Government. The contractor must ensure the security of all sensitive personally identifiable information (SPII) included in reports.

9.0 Aircraft Mishap/Emergency Response Plans and Aircraft/Records Safety Compliance

The contractor shall ensure compliance with the following requirements related to aircraft mishaps/accident response:

- 1) Established accident notification procedures in accordance with Title 14 CFR Part 121, subpart G, § 121.135, Item (23) or 14 CFR Part 135, Subpart A, § 135.23, Item (d);
 - 2) Compliance with Title 49 CFR, Chapter VIII, Part 830 – Notification and reporting accidents to the National Transportation Safety Board (NTSB);
 - 3) Compliance with Title 49, U.S. Code, Subtitle VII, Part A, Subpart ii, Chapter 411, § 41113 and will have an aircraft accident plan to address the needs of families of passengers that includes:
 1. Information detailing the operations and services to be supplied specifically in support of IAO.
 2. The requirement for immediate notification to IAO in the event of an aircraft accident/incident.
 3. Requirements for documented training of those involved in accident/incident response.
 4. Periodic tests/exercises to ensure effectiveness of the response plan.
- Provide copies of the plan to the IAO aviation safety officer no later than thirty (30) days after award of a task order.

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In the event of an aircraft incident/accident, the contractor and/or contracted certificate holder shall be responsible for all resulting costs including all costs for family care and assistance (for example: transportation, lodging, and meals).

The contractor shall follow all safety and health standards per 29 CFR 1910, 29 CFR 1925 and 41 CFR 50-204 for personnel fulfilling the scope of this contract.

10.0 Safety and Standardization Access

The contractor shall develop, maintain, and utilize programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. When the contractor, in conjunction with the agency ASO determines the safety programs do not adequately promote the safety of operations, the Government may terminate the contract for cause when factors indicate a lack of compliance. The contractor shall cooperate to the fullest degree when requests for information regarding IAO safety concerns and IAO safety incident investigations are requested of them, to include but not limited to copies of logbook pages, technical data, statements, timelines, training documents, and photographs.

To ensure contractual compliance, IAO ASO will have access to the aircraft operator manuals and supporting records that are required by Title 14 CFR Part 121 or 135 and as put forth by Federal Management Regulation (FMR) 102-33.125-185. This access extends to all subcontractors that perform the actual contract scope of aircraft operations (i.e., provides Operations Manual, General Maintenance Manual, Maintenance Manual, MEL for ACFT, Training Program manual, and Safety Program Manual), these can be supplied as electronic PDF, word document or HTML internet access read only format. In addition, the contractor and/or subcontractors that perform the actual contract scope of aircraft operations (i.e., provides the aircraft, flight crew, maintenance, and flight operations) defined as air carriers will have in place a FAA-required SMS per Title 14 subchapter A Part 5 after March 19, 2018. IAO would like the Flight Officer in Charge (FOIC) and ASO to participate in the carrier(s) SMS program, giving them the ability to submit safety concerns via the contractors' or subcontractors' SMS confidential reporting system. The safety concern submission process will be determined in conjunction with the awardee, after the contract has been awarded. Any determination of non-compliance with Federal Regulations will be communicated at the time of inspection and elevated as required for appropriate action.

The contractor shall provide IAO ASOs maintenance information requested, maintenance reports of aircraft discrepancies and trend analysis of the discrepancies by ATA code and aircraft tail number for the aircraft operated on IAO contracts separated by tail number monthly or on an ad hoc request.

In the event the contractor provides an airframe that requires training for the aircraft crew, maintenance or ground handling personnel, IAO personnel, at the Government's expense, will be

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allowed to participate in the above-stated training for familiarization purposes.

The contractor shall provide an emergency communication capability on all flights that IAO personnel can use in cases of emergency or significant events aboard the aircraft.

The contractor and subcontractors shall always maintain good housekeeping practices on aircraft operational ramp and ramp apron areas, to include FOD debris removal, general safety practices and maintenance of GSE. contractor shall dispose of hazardous materials (HAZMAT) in compliance with carrier's hazmat disposal plan and in compliance with airport regulations at all IAO aircraft's base locations. Contractor will ensure that work is performed on and around the aircraft in accordance with OSHA safety regulations.

The contractor and all subcontractors may be required to participate in an annual tabletop exercise to support the IAO accident response plan. All ICE directed exercises will be announced at least 30-days in advance and will be reimbursed using ODCs.

11.0 Delivery Performance Objectives

Performance Objective	SOW	Performance Threshold
Maintain aircraft availability	2.2, 2.8, 3.6, 4.2, 4.3	Aircraft available for 99% of scheduled missions
Maintain on-time departures and arrivals	4.1	90% late departures/arrivals within 1 hour of schedule
Provide accurate reporting	8.10	100% accurate, complete and on-time
Provide minimum essential crew (flight crew, security guards, nurse)	2.10, 3.7, 7.0, 7.1	100% of missions
Provide accurate invoicing	5.1, 5.2, 5.3, 5.4	100% accurate, complete and on-time
Protect Sensitive Information	8.5	100% adherence to Government requirements for transmission and retention of sensitive information.

12.0 Attachments

Attachment A: IAO Contract Aircraft Deferral Notification

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PART 2 - CYBERSECURITY CONTRACT LANGUAGE

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 ICE Office of the Chief Information Officer, the Office of the Inspector General, authorized COR, 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 ICE Chief Information Security Officer to coordinate and participate in the review and inspection activity of government oversight organizations external to ICE. 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 ICE, and to preserve evidence of computer crime.

Security Requirements For Unclassified Information Technology Resources (JUN 2006)

The contractor shall be responsible for 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.

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.

Within 60 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the CO, shall be incorporated into the contract as a compliance document.

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 FISMA of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

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

Examples of tasks that require security provisions include:

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- a. Acquisition, transmission, or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
- b. Access to DHS networks or computers at a level beyond that granted the public (e.g., such as bypassing a firewall).

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.

Privacy Expectations

Government contractor employees do not have a right, nor should they have an expectation, of privacy while using Government provided devices at any time, including accessing the Internet and using e-mail and voice communications. To the extent that employees wish that their private activities remain private, they should avoid using the Government provided device for limited personal use. By acceptance of the government provided device, employees imply their consent to disclosing and/or monitoring of device usage, including the contents of any files or information maintained or passed -through that device.

Encryption Compliance Terms and Conditions

If encryption is required, the following methods are acceptable for encrypting sensitive information:

FIPS 197 (Advanced Encryption Standard (AES)) 256 algorithm and cryptographic modules that have been validated under FIPS 140-2.

National Security Agency (NSA) Type 2 or Type 1 encryption.

Public Key Infrastructure (PKI) (see paragraph 5.5.2.1 of the Department of Homeland Security (DHS) IT Security Program Handbook (DHS Management Directive (MD) 4300A for Sensitive Systems).

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PART 3 - PRIVACY REQUIREMENT FOR CONTRACTOR AND PERSONNEL

Privacy Requirement for Contractor 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 <https://www.dhs.gov/system-records-notices-sorns>. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching GovInfo, available at <https://www.govinfo.gov> that replaced the FDsys website in December 2018. 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) if WaaS is 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. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

Prior Approval Required to Hire Subcontractors

The contractor is required to obtain the CO'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

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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 COR within 24 hours. For normal separations, the contractor shall submit the checklist on the last day of employment or work on the contract. As requested, contractors shall assist the ICE Point of Contact (ICE/POC), CO, or COR with completing ICE Form 50-005/contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

Government Electronic Information Rights

Except as stated in the SOW, 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.

Privacy Lead Requirements

If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the contractor shall assign or procure a Privacy Lead, to be listed under the SOW or PWS's required contractor personnel section. The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Unit, the Office of the Chief Information Officer, and the Records and Data Management Unit to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Unit and other offices are answered in a timely fashion.

The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the contractor agrees

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to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Unit and other offices are answered in a timely fashion.

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PART 4 - PERSONNEL SECURITY REQUIREMENTS

**REQUIRED SECURITY LANGUAGE FOR
SENSITIVE /BUT UNCLASSIFIED (SBU) CONTRACTS**

SECURITY REQUIREMENTS

GENERAL

The ICE has determined that performance of the tasks as described in contract 70CDCR23A000000001 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.

PRELIMINARY FITNESS DETERMINATION

ICE will exercise full control over granting, denying, withholding, or terminating unescorted government facility and/or sensitive Government information access for contractor applicants/employees, based upon the results of a Fitness screening process. ICE 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 ICE, 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 Fitness determination by the Office of Professional Responsibility (OPR), Personnel Security Operations (PSO). No employee of the contractor shall be allowed unescorted access to a Government facility without a favorable Fitness determination by OPR PSO. 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)).

BACKGROUND INVESTIGATIONS

Contractor employees (to include applicants, temporary, part-time and replacement employees) under the contract, needing access to sensitive information and/or ICE Detainees, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through OPR PSO. Contractor applicant/employees nominated by a Contracting Officer Representative for consideration to

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support this contract shall submit the following security vetting documentation to OPR PSO, through the Contracting Officer Representative (COR), within 10 days of notification by OPR PSO of nomination by the COR and initiation of an Electronic Questionnaire for Investigation Processing (e-QIP) in the Office of Personnel Management (OPM) automated on-line system.

Standard Form 85P (Standard Form 85PS (with supplement to 85P required for those with direct contact with detainees or armed positions)), "Questionnaire for Public Trust Positions" form completed online and archived by the contractor applicant/employee in their OPM e-QIP account.

Signature Release Forms (Three total) generated by OPM e-QIP upon completion of Questionnaire (e-signature recommended/acceptable). Completed online and archived by the contractor applicant/employee in their OPM e-QIP account.

Electronic fingerprints taken at an approved facility OR two (2) SF 87 Fingerprint Cards (current revision) sent to OPR PSO. Additional information regarding fingerprints will be sent to the contractor applicant/employee from OPR PSO.

Optional Form 306 Declaration for Federal Employment. This document is sent as an attachment in an e-mail to the contractor applicant/employee from OPR PSO. Completed online and archived by the contractor applicant/employee in their OPM e-QIP account.

If occupying PREA designated position: Questionnaire regarding conduct defined under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards). This document is sent as an attachment in an e-mail to the contractor applicant/employee from OPR PSO. Completed online and archived by the contractor applicant/employee in their OPM e-QIP account.

One additional document may be applicable if the contractor applicant/employee was born abroad. If applicable, the document will be sent as an attachment in an e-mail to the contractor applicant/employee from OPR PSO. Completed online and archived by the contractor applicant/employee in their OPM e-QIP account.

Contractor employees who have an adequate, current investigation by another Federal Agency may not be required to submit complete security packages; the investigation may be accepted under reciprocity. The questionnaire related to 6 CFR § 115.117 listed above in item 5 will be required for positions designated under PREA.

An adequate and current investigation is one where the investigation is not more than five years old, meets the contract risk level requirement, and applicant has not had a break in service of more than two years. (Executive Order 13488 amended under Executive Order 13764/DHS Instruction 121-01-007-01)

Required information for submission of security packet will be provided by OPR PSO at the time of award of the contract. Only complete packages will be accepted by OPR PSO as notified by

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the COR.

To ensure adequate background investigative coverage, contractor applicants/employees must currently reside in the United States or its Territories. Additionally, contractor applicants/employees are required to have resided within the United States or its Territories for three or more years out of the last five (ICE retains the right to deem a contractor applicant/employee ineligible due to insufficient background coverage). This timeline is assessed based on the signature date of the standard form questionnaire submitted for the applied position. Contractor employees falling under the following situations may be exempt from the residency requirement: 1) work or worked for the U.S. Government in foreign countries in federal civilian or military capacities; 2) were or are dependents accompanying a federal civilian or a military employee serving in foreign countries so long as they were or are authorized by the U.S. Government to accompany their federal civilian or military sponsor in the foreign location; 3) worked as a contractor employee, volunteer, consultant or intern on behalf of the federal government overseas, where stateside coverage can be obtained to complete the background investigation; 4) studied abroad at a U.S. affiliated college or university; or 5) have a current and adequate background investigation (commensurate with the position risk/sensitivity levels) completed for a federal or contractor employee position, barring any break in federal employment or federal sponsorship.

Only U.S. citizens are eligible for employment on contracts requiring access to DHS sensitive information unless an exception is granted as outlined under DHS Instruction 121-01-007-001. Per DHS Sensitive Systems Policy Directive 4300A, only U.S. citizens are eligible for positions requiring access to DHS Information Technology (IT) systems or positions that are involved in the development, operation, management, or maintenance of DHS IT systems, unless an exception is granted as outlined under DHS Instruction 121-01-007-001.

CONTINUED ELIGIBILITY

ICE 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 121-01-007-01, 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. OPR PSO will conduct periodic reinvestigations every 5 years, or when derogatory information is received, to evaluate continued Fitness of contractor employees.

REQUIRED REPORTS

The contractor will notify OPR PSO, via the COR, of all terminations/resignations of Contractor employees under the contract within five days of occurrence. The contractor will return any expired ICE 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

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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 OPR PSO, 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.

CORs will submit reports to [REDACTED]

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 Non-Disclosure Agreement (NDA) for contractor employee access to sensitive information. The NDA will be administered by the COR to 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*."

Any unauthorized disclosure of information should be reported to [REDACTED]

SECURITY MANAGEMENT

The contractor shall appoint a senior official to act as the Corporate Security Officer. The

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individual will interface with OPR PSO 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 OPR 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 CO of the proper action to be taken to effect compliance with such requirements.

INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the contract company 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, regardless if the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

In accordance with Office of the Chief Information Officer (OCIO) requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require an ICE 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 or by contacting [REDACTED]. 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

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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).

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SOW - Attachment A

**GUIDE FOR COMPLETING THE ICE AIR OPERATIONS (IAO) CONTRACT AIRCRAFT
DEFERRAL NOTIFICATION FORM**

PURPOSE - The IAO Contract Aircraft Deferral Notification form is designed to enhance communication between IAO and its' large charter contractor to ensure ICE flight conditions of transport meet Performance-Based National Detention Standards (PBNDs) for detainee passengers. This guide provides completion and submission (including required timelines) instructions. As the custodians of detainees aboard these flights, it is IAO's duty to ensure that these standards are adhered to, as best possible.

The IAO Contract Aircraft Deferral Notification form contains two (2) sections: DEFFERAL ITEM NOTIFICATION and REMOVAL OF DEFERRED ITEM.

The DEFFERAL ITEM NOTIFICATION section is completed when a maintenance item on a contract aircraft is placed into deferral status, prior to departure. Items that must be reported are listed below. IAO would like to be notified of these items as they affect the ability to meet PBNDs standards (IAO reserves the right to add or subtract items to the list if they affect the ability to PBNDs standards).

Auxiliary Power Units (APUs)
Electrical Power Generation and Distribution
Cabin Temperature Control
Cabin Pressurization Control
Aircraft Seats
Aircraft Lavatories
Passenger Address System

The REMOVAL OF DEFERRED ITEM section is completed when the maintenance item is repaired and removed from deferral status, to notify IAO that the item has been repaired and any restriction or additional support is no longer required.

The completed form is emailed directly to the appropriate IAO COR(s) and ASO(s) at the status points identified above.

The following describes how to complete the DEFFERAL ITEM NOTIFICATION section. The numbers on the form below correspond with the item instructions listed, beginning at the bottom of the page.

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IAO CONTRACT AIRCRAFT DEFERRAL NOTIFICATION

Deferral Notification# IAO Mission #

EMAIL DIRECT TO IAO CONTRACTING OFFICER REPRESENTATIVES (CORs) AND AVIATION SAFETY OFFICERS (ASOs).

DEFERRAL ITEM NOTIFICATION

Notification to IAO COR and Safety Departments must be made prior to departure.

AIRCRAFT TYPE <input type="text" value="3"/>	AIRCRAFT REG # <input type="text" value="7"/>
MEL REFERENCE <input type="text" value="4"/>	MEL CATEGORY / STATION <input type="text" value="8"/>
DATE ITEM DEFERRED <input type="text" value="5"/>	DEFERRAL EXPIRATION DATE <input type="text" value="9"/>
MEL CONTROL/TRACKING # <input type="text" value="6"/>	LOG PAGE # <input type="text" value="10"/>

DESCRIPTION OF ITEM DEFERRED

OPERATIONAL RESTRICTION or SUPPORT ACTION REQUIRED Y N

DESCRIPTION OF OPERATIONAL RESTRICTION or SUPPORT ACTION REQUIREMENT

CONTRACTOR COMPANY:

CONTRACTOR REPRESENTATIVE/DATE/TIME:

ICE Air COR/ACOR/ASO Approval Date/Time:

- 1) Enter the Aircraft Type (737-400, MD-80, A320)
- 2) Enter the Minimum Equipment List (MEL) item reference number from contract company's MEL
- 3) Enter the date the item was placed on deferral status
- 4) Enter the contract company's MEL control tracking reference number
- 5) Enter the Aircraft Tail Number
- 6) Enter MEL Control/Tracking Number
- 7) Enter the Aircraft Registration Number
- 8) Enter the MEL Category and Station location airport ID

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- 9) Enter date when the deferral item expires as outlined by the MEL
- 10) Enter the Log Page number on which the deferral item was annotated
- 11) Enter a clear description of the item being deferred, including location if the item is installed in multiple locations (L/H, R/H, #1, #2)
- 12) Enter Yes or No for MEL Restriction
 - a) Check "Yes" if:
 - b) the item requires operational restrictions, such as manual operation or alternate operation of a system
 - c) the deferred item results in reduced capacity of the aircraft, such as seating, weight, or performance
 - d) the deferred item requires additional Ground Support Equipment (GSE) to augment the deferred item or system at ground stop's locationsIf none of the fore mentioned applies, check "No." Note: IAO reserves the right to allow the COR to ask for GSE at any time.
- 13) Enter a description of the required operational restrictions, such as manual operation or alternate operation of a system, reduction of capacity of the aircraft such as seating, weight, or performance, and GSE required to augment the deferred item or system at ground stop's locations.
- 14) Enter the contract company's name
- 15) Enter the contract company representative's name, date, and time

The following describes how to complete the **REMOVAL OF DEFERRED ITEM** section. The numbers on the form correspond with the item instructions listed at the bottom of the page.

REMOVAL OF DEFERRED ITEM

Notification to IAO COR and Safety Departments must be made when the maintenance item is repaired and removed from deferral status.

DATE ITEM CLOSED	1	BY (INSERT CONTRACTOR REPRESENTATIVE)	2
DESCRIPTION OF CORRECTIVE ACTION	3		

1. Enter the date the maintenance item was corrected, and the deferral was closed
2. Enter the contract company representative's name who closed the deferral action
3. Enter a description of the corrective action of the deferred item

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IAO CONTRACT AIRCRAFT DEFERRAL NOTIFICATION

**EMAIL DIRECT TO IAO CONTRACTING OFFICER REPRESENTATIVES (CORs) AND AVIATION
SAFETY OFFICERS (ASOs).**

DEFERRAL ITEM NOTIFICATION

Notification to IAO COR and Safety Departments must be made prior to departure.

AIRCRAFT TYPE _____	AIRCRAFT REG # _____
MEL REFERENCE _____	MEL CATEGORY / STATION _____
DATE ITEM DEFERRED _____	DEFERRAL EXPIRATION DATE _____
MEL CONTROL/TRACKING # _____	LOG PAGE # _____

DESCRIPTION OF ITEM DEFERRED _____

OPERATIONAL RESTRICTION or SUPPORT ACTION REQUIRED Y _____ N _____
DESCRIPTION OF OPERATIONAL RESTRICTION or SUPPORT ACTION REQUIREMENT _____

CONTRACTOR COMPANY _____
CONTRACTOR REPRESENTATIVE/DATE/TIME _____

REMOVAL OF DEFERRED ITEM

**Notification to IAO COR and Safety Departments must be made when the maintenance item is
repaired and removed from deferral status.**

DATE ITEM CLOSED _____ BY (INSERT CONTRACTOR REPRESENTATIVE) _____

DESCRIPTION OF CORRECTIVE
ACTION _____

