

SECTION I: STATEMENT OF WORK

1 BACKGROUND

The U.S. Department of Homeland Security (DHS), Office for Civil Rights and Civil Liberties (CRCL), is responsible for investigating complaints filed pursuant to 6 U.S.C. § 345 and 42 U.S.C. § 2000-ee-1, alleging abuses of civil rights, civil liberties, and racial and ethnic profiling by DHS employees and officials, as well as contractors used by DHS Components. CRCL's Compliance Branch is responsible for investigating these complaints. CRCL is also charged with overseeing compliance with constitutional, statutory, regulatory, policy, and other requirements relating to the civil rights and civil liberties of individuals affected by DHS programs and activities.

2 SCOPE

2.1 The purpose of this contract is to obtain Medical Nursing SME Services to assist CRCL in performing its investigatory and oversight functions. The selected subject matter expert shall primarily assist CRCL in conducting investigations involving medical issues in immigration detention facilities used by U.S. Immigration and Customs Enforcement (ICE) and U.S. Customs and Border Protection (CBP), which shall include preparing reports related to the investigations. CRCL cannot accurately predict the locations nor the number of facilities that may require onsite reviews because it depends on the complaints received. The expert may also be asked to assist CRCL with other CRCL matters related to medical care, including reviews initiated by DHS leadership, consulting with substantive work groups, providing training, and other activities as requested.

2.2 Medical Nursing SME services are required to evaluate complaints received pursuant to 6 U.S.C. § 345 and 42 U.S.C. § 2000-ee-1 and to oversee compliance with constitutional, statutory, regulatory, policy, and other requirements related to civil rights and civil liberties. In addition to evaluating complaints, the contractor shall provide assistance related to activities that arise within CRCL's authority, including, but not limited to research, analysis, and/or development of system-wide standards, policies, procedures, and training. Services include, but are not limited to, conducting reviews of DHS facilities, providing training related to their areas of expertise, and other activities and projects related to medical care concerns, as tasked by CRCL, such as participating in work groups, developing, or presenting briefings, and preparation of documents. In particular, the experts shall also be required to prepare detailed reports regarding their observations and findings, as well as to provide recommendations based upon applicable correctional standards. CRCL cannot accurately predict the extent of the related activities required because it depends on the complaints received.

3 REQUIREMENTS/TASKS

3.1 The Contractor shall review, evaluate, and report on medical issues and advise CRCL on how Department policies and practices impact various issues involving immigration detention facilities.

3.2 The Contractor personnel shall document their findings and recommendations in well written, comprehensive reports for each investigation or assignment. The Contractor personnel shall collaborate with CRCL as necessary to make edits to the written reports in order to fulfill CRCL's needs, goals, and requirements.

3.3 The Contractor personnel shall provide CRCL with guidance on various violations of civil rights or civil liberties related to medical practices upon request, whether related to a CRCL investigation, or related to a broader CRCL issue or area of work. The Contractor personnel shall provide such guidance, whether planned or ad hoc, by telephone, email, formal report, or in person, as requested by CRCL. The guidance shall include, but not be limited to, discussions and assessments of individual cases, findings from onsite investigations,

discussion of policies and practices, and any other relevant information that may arise during the course of an investigation or other aspects of CRCL's oversight work.

4 CONTRACTOR PERSONNEL

4.1 QUALIFIED PERSONNEL

The Contractor shall provide qualified Medical Nursing consultants to perform the requirements specified in this Statement of Work.

4.2 MINIMUM REQUIREMENTS FOR A MEDICAL NURSING CONSULTANT SUBJECT MATTER EXPERT

4.2.1 The Contractor shall maintain an active nursing license in at least one state and hold a bachelor's degree in nursing.

4.2.2 The Contractor shall have at least 10 years of experience providing medical care in an adult detention setting.

4.2.3 The Contractor has certifications or special training related to providing medical care in a correctional setting, such as Certified Correctional Health Professional.

4.2.4 The Contractor shall be experienced investigating, auditing, or otherwise evaluating detention facilities for adherence to applicable standards related to medical care programs and systems.

4.2.5 The Contractor shall have experience objectively critiquing the treatment provided by other medical practitioners in a detention setting.

4.2.6 The Contractor shall have experience serving as a subject matter expert providing advice, guidance, or testimony on the operation of medical care programs or systems in a detention setting.

4.2.7 The Contractor shall have experience formulating recommendations or other steps to address issues, violations, or concerns identified as part of an investigation or other type of inquiry.

4.2.8 The Contractor shall have experience applying the American Correctional Association (ACA) Standards, National Commission on Correctional Health Care (NCCHC) Standards, and other standards related to medical care in a detention setting.

4.2.9 The Contractor shall have knowledge and experience with the history, policies, and protocols of medical care in a detention setting and will be apprised of recent trends and developments in providing these services.

4.2.10 The Contractor shall have experience producing written reports that evaluate detention standards, systems, and actions present in detention facilities. This will include analysis of and application of

standards and policy.

4.2.11 The Contractor shall demonstrate the ability to produce comprehensive reports that are well- written, clear, and cite relevant resources.

4.2.12 The Contractor shall demonstrate the ability to review large amounts of documentary evidence in short timeframes and provide oral briefings, written reports, and training under tight timelines.

4.2.13 TRAVEL: The Contractor personnel must be able to travel to various locations nationwide (CONUS) to perform onsite investigations for several consecutive days and work efficiently and cooperatively under the direction of CRCL personnel. Travel to be paid in accordance with the Federal Travel Regulations (FTR).

4.3 OTHER CONTRACTOR FEATURES, BUT NOT REQUIRED

The following are contractor features above the minimum requirements of qualified personnel, but are not required for performance:

4.3.1 The contractor is a nurse practitioner.

4.3.2 The Contractor has a master's degree in nursing, or an advanced degree in public health, health care administration, or a related field.

4.3.3 The Contractor is board certified in family medicine or internal medicine.

4.3.4 The Contractor has experience managing a health care program in a detention or other setting.

4.3.5 The Contractor has demonstrated experience in a variety of types of detention settings and with a variety of populations. The variety could include working with adults and children, working in prisons, jails, or another type of facility, or working with other special populations.

4.3.6 The Contractor has provided medical care in immigration detention facilities.

4.3.7 The Contractor has certifications or special training related to providing medical care in a correctional setting, such as Certified Correctional Health Professional.

4.3.8 The Contractor has worked directly with the ICE National Detention Standards (NDS), Performance Based National Detention Standards (PDNDS), or other related policies governing medical care in immigration detention.

4.3.9 The Contractor has reviewed and evaluated medical services provided in an immigration detention facility.

4.3.10 The Contractor has multiple key personnel who meet the minimum requirements in the statement of work.

SECTION II: DELIVERIES AND PERFORMANCE

1 PERIOD OF PERFORMANCE

The period of performance for work performed under this contract consists of a one-year base period of performance and four (4) one-year optional periods of performance.

2 PLACE OF PERFORMANCE

The primary place of performance for work performed under this contract shall be the Contractor's site or Contractor's remote location (CONUS). Occasional travel to DHS locations within CONUS may be required.

3 HOURS OF OPERATION

Services will generally not be required on the following Federal holidays (or any other holidays declared by the Government); however, the Contractor may be required to provide services on these days in support of mission critical situations.

- New Year's Day
- Martin Luther King's Birthday
- Inauguration Day (Metropolitan DC only)
- President's Day
- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

No work shall be performed by Contractor personnel on Government facilities on Federal holidays or other non-workdays without prior written approval of the Contracting Officer Representative (COR).

4 DELIVERABLES AND DELIVERY SCHEDULE

The Government will review all draft and final deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance with government policies, regulations, laws, and directives. Written documents shall be concise and clearly written.

Final documentation deliverables shall be provided in hard and soft copy via Email using MS Office applications. Daily, weekly, and interim information deliverables and working-copy products may be provided by email or disk, as arranged with the COR.

The Government will have ten (10) business days to accept or reject contract deliverables. If a deliverable is rejected and returned to the Contractor for revision, the Contractor shall provide the corrected deliverable within five (5) business days of notification of the request for revision.

All deliverables shall be submitted to the COR and assigned CRCL POC identified in this contract.

The Contractor's deliverables shall not contain any identifiable corporate markings.

ITEM	DELIVERABLE / EVENT	DUE BY
1	Post Award Meeting	5 business days after date of award.
2	Kick Off Meeting	5 business days after date of award
2	Progress Reports	3 business days following request.
2	Draft Investigative Reports	COR CHECKPOINT Within 10 business days of receipt of assignment or completion of investigative work: Contractor shall submit draft to COR and assigned CRCL POC for review. The Contractor and CRCL will discuss the draft report to ensure its accuracy. CRCL will furnish comments and edits to Contractor who shall be responsible for making changes to the draft. The COR must be copied on all assignment correspondence.
3	Oral Briefings and Ad Hoc Reports or Project-related work	COR CHECKPOINT Due date to be determined by COR and/or assigned CRCL POC and Contractor
4	Edits to Reports and Documents	5 business days after receipt of government comments.

4.1.1 GOVERNMENT ACCEPTANCE PERIOD

The COR and assigned CRCL POC will review deliverables prior to acceptance and provide the contractor with an e-mail that conveys acceptance or documented reasons for non-acceptance. The COR or assigned CRCL POC will have ten (10) business days to review deliverables and provide notification of acceptance or rejection.

4.1.2 POST AWARD MEETING

The Contractor shall participate in a Post Award Meeting with the CO and the COR no later than five (5) business days after the date of award. The purpose of the Post Award Meeting is to discuss the contracting objectives of this contract. The Post Award Meeting will be held at the Government's facility or conference call. The specifics of the meeting will be provided upon contract award.

4.1.3 KICK-OFF MEETING

The Contractor shall attend a Kick-Off meeting with the COR and members of the Program Office no later than 5 business days after the date of award. The purpose of the Kick-Off meeting, which will be chaired by the COR, is to discuss the technical objectives of this contract. The Kick-Off meeting will be held at the Government's facility, located in Washington, DC or by conference call. The specifics of the meeting will be provided upon contract award.

4.1.4 PROGRESS REPORTS

The Contractor shall provide progress reports as needed to the COR via electronic mail. This report shall include a summary of all Contractor work performed, including an assessment of technical progress, written and analytical progress, schedule status, any travel conducted and any Contractor concerns or recommendations for the previous reporting period.

4.1.5 GOVERNMENT FURNISHED RESOURCES

The Government will provide all necessary information, data and documents to the Contractor for work required under this contract.

The Government will provide a government furnished laptop. All electronic work product must be saved by the contractor on the DHS network drives and folders and not on the local drive.

The contractor will ensure continued connectivity to the DHS network by logging on to the DHS laptop as outlined by information technology.

SECTION III: CONTRACT ADMINISTRATION DATA

1 CONTRACTING OFFICER

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds and authorize revisions of the terms and conditions of this contract. The Contracting Officer shall authorize any such revision in writing.

The Contracting Officer is:

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

The Contract Specialist is:

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

2 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

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

The COR for this contract is: TBD

Note: The COR's contact information will be provided at contract award.

SECTION IV: INVOICE AND PAYMENT PROVISIONS

1 INVOICES

Invoices shall be prepared in accordance with FAR Clause 52.212-4 ALT I. In addition to invoice preparation as required by the FAR, the Contractor's invoice shall include the following information:

1. Name and address of the contractor.
2. Invoice date and invoice number. (Contractors should date invoices as close as possible to the date of mailing or transmission.)
3. Contract number and period of performance or other authorization for supplies delivered or services performed (including order number and contract line-item number).
4. Description (the associated CLIN, dollar amount invoiced, and service completed). All invoices shall include the current amount billed along with a cumulative amount billed and remaining balance.
5. Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Any other information or documentation required by the Contract (e.g., evidence of shipment)
6. Name and address of contractor official to whom payment is to be sent (must be the same as that in www.sam.gov).
7. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
8. Electronic funds transfer (EFT) banking information.

The Contractor shall submit one invoice by the 5th day of each month.

The Contractor shall submit the invoice electronically to the email address below: E-mail:

The Contractor shall simultaneously provide an electronic copy of the invoice to the following individuals at the email addresses below:

A) ATTN: Office of Procurement Operations/Bjorn Miller (CO)

E-mail: [REDACTED]

B) ATTN: Office of Procurement Operations/Karen Ma (CS)

E-mail: [REDACTED]

C) ATTN: Office of Civil Rights and Civil Liberties /COR TBD E-mail: TBD

SECTION V: SPECIAL CONTRACT REQUIREMENTS

1 CONTRACTOR PERSONNEL SECURITY CLEARANCE REQUIREMENT

All contractor and subcontractor personnel are required to complete a suitability/background investigation with the DHS Office of Security, Personnel Security Division.

The procedures outlined below shall be followed for the DHS Office of Security, Personnel Security Division (PSD) to process suitability/background investigations and suitability determinations, as required, in a timely and efficient manner.

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

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring access to sensitive information, shall undergo a position-sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate suitability/background investigation to be conducted. All suitability/background investigations will be processed through the DHS Office of Security Office/PSD. Prospective Contractor employees shall submit the following completed forms to the DHS Office of Security Office/PSD. The Standard Form (SF) 85P will be completed electronically, through the Office of Personnel Management's e-QIP SYSTEM. The completed forms must be given to the DHS Office of Security Office/PSD no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- a) Standard Form (SF) 85-P — Questionnaire for Public Trust Positions
- b) SF-85P Certification
- c) SF-85P Authorization for Release of Information
- d) FD Form 258 — Fingerprint Card (2 copies)
- e) DHS Form 11000-6 — Conditional Access to Sensitive but Unclassified Information Non-Disclosure Agreement
- f) DHS Form 11000-9 — Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act

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

The DHS OCSO/PSD may, as it deems appropriate, authorize and grant a favorable Entry on Duty (EOD) decision based on preliminary checks. A favorable EOD decision allows a contractor employee to commence work temporarily prior to the completion of the full background investigation. The granting of a favorable EOD decision shall not be considered as assurance that a favorable fitness determination will follow. In addition, a favorable EOD or fitness determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access to government facilities or information, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD or fitness determination by the DHS OCSO/PSD. Limited access to Government buildings is allowable without an EOD decision if the Contractor is escorted by a Government employee and the purpose of the visit is to attend a limited number of required briefings or nonrecurring meetings in order to facilitate the transition of a contract

The intent of this statement is to allow a minimum amount of meetings/transition attendances to prepare for a new contract.

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

When sensitive Government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed. Contractor personnel must have a favorable Entry on Duty or fitness determination by the DHS Office of the Chief Security Officer (OCSO), Personnel Security Division (PSD), to access this information.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

2 SECURITY OFFICE CONTACT

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

3 DISCLOSURE OF INFORMATION

Information furnished under this contract may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when DHS or the Government determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent

unauthorized herein, may subject the offender to criminal sanctions imposed by 18 USC 641.

Notification of consulting teaching, speaking, and writing activities: Contractor employees shall notify the Contracting Officer's Representative before engaging in consulting, teaching, speaking, or writing activities if:

- The information conveyed through the activity draws substantially on knowledge or official data that are nonpublic information as defined in 5 C.F.R. § 2635.703(b);
- The subject of the activity deals in significant part with work performed under the contract; or
- The subject of the activity deals in significant part with any ongoing or announced policy, program, or operation of the agency.

Notice shall be provided at least seven days prior to engaging in the activity. The scope of the notification is not intended to include work in the expert's area of expertise that does not derive from work done for DHS.

Disclosures of Information in Litigation: Contractor employees shall comply with 6 C.F.R. Part 5, Subpart C, including 6 C.F.R. §§ 5.44 and 5.49. Those regulations generally prohibit contractor employees from testifying in connection with litigation based upon information acquired in the scope and performance of their official Department duties, except as authorized by the Department.

Notice Regarding Appearance of Conflict

The nature of the work under this contract includes circumstances where Contractor personnel will likely investigate allegations and/or complaints pertaining to medical issues within DHS Components. Contractor personnel either currently providing work for a DHS Component that is the same or similar in scope to the requirement under this contract, or who have provided the same or similar work for a DHS Component in the three years prior to the start of this contract, are not eligible to perform services on this contract in order to prevent the existence or appearance of conflicting roles that might affect a contractor's judgement.

The Contractor shall not employ any person under this contract who is an employee of the United States Government if that employment would, or would appear to, cause a conflict of interest. The Contractor shall notify the Contracting Officer and Contracting Officer's Representative by telephone and in writing within 72 hours when a conflict of interest arises during the course of carrying out the duties of this contract.

4 NON-PERSONAL SERVICES

The services required under the contract constitute professional support services, which are essential to the mission but not otherwise available within. The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage their employees and to guard against any actions that have the nature of personal services or give the perception of personal services. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's further responsibility to notify the Contracting Officer immediately.

These services shall not be used to perform work of a policy/decision making or management nature. All

decisions relative to programs supported by the Contractor will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.