

|   |   |  |                 |  |   |   |  |            |
|---|---|--|-----------------|--|---|---|--|------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>   |   |  |                 | 1. REQUISITION NUMBER  |   | PAGE OF<br>1 121                            |  |            |
| 2. CONTRACT NO.   |   | 3. AWARD/<br>EFFECTIVE DATE  | 4. ORDER NUMBER |  | 5. SOLICITATION NUMBER<br>70CDCR19R00000010             |   | 6. SOLICITATION<br>ISSUE DATE<br>05/20/2019        |            |
| <b>7. FOR SOLICITATION<br/>INFORMATION CALL:</b>  |   | a. NAME<br>WILLIAM QUIGLEY   |                 |  | b. TELEPHONE NUMBER<br>(No collect calls)<br>2027322120 |   | 8. OFFER DUE DATE/LOCAL TIME<br>06/07/2019 1700 ES |            |
| 9. ISSUED BY<br>ICE/DCR<br><br>ICE/Detention Compliance & Removals<br>Immigration and Customs Enforcement<br>Office of Acquisition Management<br>801 I Street, NW Suite 930<br>WASHINGTON DC 20536  |   |  |                 | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:<br><br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS:<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)      SIZE STANDARD: |   |   |  |            |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE  |   | 12. DISCOUNT TERMS   |                 | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   |   | 13b. RATING                                 |  |            |
| 15. DELIVER TO  |   | 16. ADMINISTERED BY<br>ICE/Detention Compliance & Removals<br>Immigration and Customs Enforcement<br>Office of Acquisition Management<br>801 I Street, NW Suite 930<br>WASHINGTON DC 20536 |                 | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP  |   |   |  |            |
| 17a. CONTRACTOR/<br>OFFEROR   |   | 18a. PAYMENT WILL BE MADE BY   |                 | 15. DELIVER TO   |   |   |  |            |
| TELEPHONE NO.   |   |  |                 | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM   |   |   |  |            |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  |   |  |                 | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM   |   |   |  |            |
| 19. ITEM NO.  | 20. SCHEDULE OF SUPPLIES/SERVICES   |  |                 |  | 21. QUANTITY  | 22. UNIT                                    | 23. UNIT PRICE                                     | 24. AMOUNT |
|   | This combined solicitation synopsis is placed in accordance with FAR 12.603(b)(2).<br><br>(i) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.<br><br><i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> |  |                 |  |   |   |  |            |
| 25. ACCOUNTING AND APPROPRIATION DATA   |   |  |                 |  |   | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) |  |            |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.  |   |  |                 | <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.  |   |   |  |            |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. |   |  |                 | <input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:  |   |   |  |            |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  |   |  |                 | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)   |   |   |  |            |
| 30b. NAME AND TITLE OF SIGNER (Type or print)   |   | 30c. DATE SIGNED   |                 | 31b. NAME OF CONTRACTING OFFICER (Type or print)   |   | 31c. DATE SIGNED                            |  |            |
|   |   |  |                 | WILLIAM QUIGLEY  |   |   |  |            |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES   | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>(ii) The solicitation number for this requirement is The solicitation number for this requirement is 70CDCR19R00000010. This requirement is issued as a Request for Proposal (RFP).</p> <p>(iii) The solicitation document and incorporated provisions and clauses are those in effect through the most recent Federal Acquisition Circular.</p> <p>(iv) There is no small business set aside for this requirement. The NAICS codes utilized is 561612 (Security Guards and Patrol Services). The Small Business Standard Size is \$20.5.</p> <p>(v) Please see Attachment 11 in the RFP for the items, quantities, units of measure, and options.</p> <p>(vi) ICE requires the delivery and set-up of soft-sided detention facilities to house 7,500 adult male and female detainees on a 24 hours per-day, seven days per week, 365 days per-year basis. The provider is expected to deliver, provide and set up soft-sided detention facilities and related infrastructure, and to operate those facilities for the detention, housing, care and security of individuals in custody. The provider is also expected to provide aliens in custody access to detainee services.<br/>Continued ...</p> |                 |             |                   |               |

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

|  |           |   |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

|  |   |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|  | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE           |

|  |                    |                                 |  |                  |
|--|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER<br><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
|--|--------------------|---------------------------------|--|------------------|

|                        |                        |             |
|------------------------|------------------------|-------------|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

|   |                                      |
|---|--------------------------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY ( <i>Print</i> )    |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                | 41c. DATE                            |
|   | 42b. RECEIVED AT ( <i>Location</i> ) |
|   | 42c. DATE REC'D (YY/MM/DD)           |
|   | 42d. TOTAL CONTAINERS                |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

70CDCR19R00000010

PAGE OF

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NAME OF OFFEROR OR CONTRACTOR

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>(vii) FAR Provision 52.212-1 Instructions to Offerors - Commercial, applies to this acquisition.</p> <p>(ix) Please see Section M of the RFP for evaluation criteria.<br/>Period of Performance: 07/01/2019 to 02/28/2022</p> |                 |             |                   |               |

Section C

U.S. Department of Homeland Security  
Immigration and Customs Enforcement



Section C  
Statement of Work  
Detention Services  
**(SW Border)**

## **I. EXPLANATION OF TERMS/ACRONYMS**

1. **ALIEN**: Any person who is not a citizen or national of the United States.
2. **BOOKING**: A procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property. The Contractor may be responsible for booking the detainee into ICE systems upon receiving the detainee.
3. **CONTRABAND**: Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:
  - a) **Hard Contraband**: Any item that is inherently dangerous as a weapon or tool of violence, e.g., knife, explosives, "zipgun," brass knuckles. Because hard contraband presents an immediate physical threat in or to the facility, a detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.
  - b) **Soft Contraband**: Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual's safety. None-the-less, soft contraband has the potential to create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.
4. **CONTROL ROOM**: Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.
5. **DEPARTMENT OF HOMELAND SECURITY (DHS)**: A department of the United States Government, which includes U.S. Immigration and Customs Enforcement (ICE).
6. **DETAINEE**: Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.
7. **DETAINEE RECORDS**: Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:
  - a) Detainee, Personal Property
  - b) Receipts, Visitors List, Photographs
  - c) Fingerprints, Disciplinary Infractions
  - d) Actions Taken, Grievance Reports, Medical
  - e) Records, Work Assignments, Program Participation
  - f) Miscellaneous Correspondence, etc.
8. **DIRECTIVE**: A document issued by the U.S. Government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegates' authority, and/or assigns responsibilities.

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9. EMERGENCY: Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical exigency, natural disaster, or other serious incident.
10. EMERGENCY CARE: Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.
11. ENFORCEMENT AND REMOVAL OPERATIONS (ERO): A division within ICE, whose mission is the planning, management, and direction of broad programs relating to the supervision, detention, and removal of detainees who are in the United States illegally.
12. FACILITY: The physical plant and grounds in which the NG's services are operated.
13. FIRST AID: Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.
14. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
15. HEALTH AUTHORITY: The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.
16. HEALTH CARE: The action taken, preventive and therapeutic. To provide for the physical and mental well-being of the detainee population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.
17. HEALTH CARE PERSONNEL: Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.
18. HEALTH UNIT (HU): The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.
19. ICE HEALTH SERVICES CORP (IHSC): The ICE Health Service Corps serves as the medical authority for ICE on a wide range of medical issues, including the agency's comprehensive detainee health care program.
20. IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.
21. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): A law enforcement agency within the U.S. Department of Homeland Security.
22. INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer misconduct, any detainee rule infraction, etc.
23. JUVENILE DETAINEE: Any detainee under the age of eighteen (18) years.
24. LOG BOOK: The official record of post operations and inspections.
25. MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be

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transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.

26. MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly-arrived detainees who could pose a health or safety threat to themselves or others.
27. NON-DEADLY FORCE: The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.
28. POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.
29. POST ORDERS: Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.
30. PROCEDURE: The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.
31. PROPERTY: Refers to personal belongings of a detainee.
32. QUALIFIED HEALTH PROFESSIONAL: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement, or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
33. RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, strait-jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
34. SAFETY EQUIPMENT: This includes but is not limited to firefighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms.
35. SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit helps to ensure that there shall be no breach in the perimeter or interior security of the facility.
36. SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls, and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
37. SECURITY PERIMETER: The outer portions of a facility, which provide for secure confinement of detainees.
38. SENSITIVE INFORMATION: Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Detainee records are considered sensitive information.

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39. STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.
40. STRIP SEARCH: An examination of a detainee's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all the individual's clothing while not being worn.
41. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.



## II. STATEMENT OF WORK

### A. Objective

As a result of the crisis on the United States' Southwestern border (SWB), the Department of Homeland Security (DHS) U.S. Immigration and Customs Enforcement (ICE) requires immediate assistance to establish and operate soft-sided detention facilities near ICE and/or U.S. Customs and Border Protection (CBP) operations at the following (or to be determined (TBD)) sites:

- 2,500 bed soft-sided facility in Tornillo, Texas
- 2,000 bed soft-sided facility in Donna, Texas
- 1,000 bed soft-sided facility in Tucson, Arizona
- 1,000 bed soft-sided facility in Laredo, Texas
- 500 bed soft-sided facility in Del Rio, Texas
- 500 bed soft-sided facility in Yuma, Arizona

The objective of this requirement is for the provider to deliver facility infrastructure and comprehensive detention services for 7,500 male and female adult detainees held in ICE custody at the six detention sites listed above or at alternate facility locations identified by ICE or owned/controlled by the provider.

Male and female detainee populations shall always be sight and sound separated. Detainees housed in these facilities shall be low level security risk, with a projected average length of stay (ALOS) of less than 10 days; therefore, the operation of these soft-sided facilities will primarily be of a short-term nature. However, some detainees, in rare circumstances, may remain for a longer than 10 days and the provider shall provide appropriate and necessary detention services.

### B. Background and Mission

ICE is responsible for the detention, transportation, health and well-being of detainees in immigration court proceedings, and those subject to a final order of removal from the United States. ICE identifies and apprehends removable aliens, detains these individuals when necessary, and removes illegal aliens who are subject to a final order of removal or have been granted voluntary departure.

### C. Scope of Work

ICE requires the delivery and set-up of soft-sided detention facilities to house 7,500 adult male and female detainees on a 24 hours per-day, seven days per week, 365 days per-year basis. The provider is expected to deliver, provide and set up soft-sided detention facilities and related infrastructure, and to operate those facilities for the detention, housing, care and security of individuals in custody. The provider is also expected to provide aliens in custody access to detainee services.

Detention operations will be consistent with the ICE Minimum Standards, included as Attachment 27.

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Related infrastructure includes, but is not limited to: mechanical, electrical, plumbing, toilets and wash basins, showers, laundry, property storage, voice data technology, exterior lighting, perimeter fencing, outside recreation, parking, command center, gun lockers and administrative/office space for ICE and other law enforcement personnel.

Facility operations include but are not limited to providing intake and detainee processing, food service, medical screening and health care, guard services, post orders, population counts, control of contraband, disciplinary system, grievance system, environmental health and safety, cleanliness and facility inspections, issuance/exchange of clothing, bedding and towels, laundry services, and trash and waste disposal.

Detainee services and accesses include personal hygiene items, correspondence and mail, recreation (including outdoor), attorney visitation and access to legal counsel, access to telephone access, access to English language interpreters, barbering services, and access to religious practices.

The provider shall furnish all personnel, management, equipment, supplies, training, certification, accreditation, and services necessary for performance of all aspects of this statement of work.

Detainees housed in these facilities will be low level security risk, with a projected average length of stay (ALOS) of less than 10 days; therefore, the operation of these soft-sided facilities will primarily be of a short-term nature.

Armed transportation services, both routine and ad hoc, will also be required.

Upon discovery that an individual in custody may be a juvenile or minor under 18 years of age, the youth should be moved away from any adults and ICE shall be immediately notified.

## **D. Facilities**

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be furnished and in operating condition, except as otherwise noted herein or identified by ICE.

### **1. Physical Infrastructure**

The provider will provide all soft-sided facilities and facility infrastructure, which includes but is not limited to: mechanical, electrical, plumbing, toilets and wash basins, showers, laundry, property storage, telephones, voice data technology, exterior lighting, perimeter fencing, surveillance system, fire and emergency systems, outside recreation, parking, and office space.

The facility shall be operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies. In the event of a conflict between federal, state, or local codes, regulations, or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health, or environmental requirement in

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an applicable law, standard, code, regulation, or Government policy, the most stringent requirement shall apply.

The facility shall provide housing configurations commensurate with the security needs of the population.

Fire Alarm Systems and Equipment – All fire detection, communication, alarm, annunciation, suppression, and related equipment shall be operated, inspected, maintained, and tested in accordance with the edition of the applicable NEC and Life Safety Codes under which the facility was permitted.

The provider shall provide outside lighting sufficient to illuminate the entire facility and secure perimeter.

Promptly after the occurrence of any physical damage to the facility (including disturbances), the provider shall report such damage to ICE. If the physical infrastructure is provided by the provider and not the government, it shall be the responsibility of the provider to repair such damage, to rebuild or restore the institution.

### **2. Administrative/Office Space**

ICE staff will be on-site to manage ICE interests associated with operation of the facility. ICE staff will have full access to all areas of the facility. The provider shall provide ICE office/administrative space that is separate from, but accessible to, detainee housing units. Ideally, ICE office space shall be immediately adjacent to or close by detainee detention space.

All administrative/office space and multiple-use/support space shall be complete with appropriate electrical, communication, and phone/fax/VTC connections.

### **E. Armed Transportation Services**

The provider shall provide ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by ICE, including the transportation of detainees to various appointments. Regular transportation to key sites shall be routinely provided, with additional transportation provided upon ICE request.

The provider shall assign, at a minimum, two-person teams of transportation officers whenever necessary throughout a 24-hour period, 7 days a week, including weekends and holidays. When transporting detainees of the opposite gender, assigned transportation staff shall call in their time of departure and odometer reading; and then do so again upon arrival, to account for their time. Except in emergency situations, a single transportation staff member may not transport a single detainee of the opposite gender. Further, if there is an expectation that a pat down will occur during transport, an assigned transport officer of the same gender as the detainee(s) must be present.

All transportation officers shall be armed when transporting.

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The provider shall, upon order of ICE, or upon his or her own decision in an urgent medical situation, transport a detainee to a hospital location. The detainee shall be kept under constant supervision 24 hours per day while at the hospital location. When ordered released from the hospital, the provider shall transport the detainee back to the detention facility.

### **F. Stationary Guard Services**

The provider shall provide stationary guard services as requested by ICE and shall include, but not be limited to, escorting and guarding detainees to medical appointments; hearings; interviews; or to other locations requested by ICE. The provider shall provide staff to safeguard the detainee(s) at a medical facility while undergoing medical examination or treatment as either inpatient or outpatient care. The detainee shall be kept under constant supervision, and public contact is prohibited unless authorized in advance by ICE.

Possible stationary guard services include, but are not limited to:

- Monitoring all holding rooms – log health and welfare checks;
- Serving detainees prepared meals;
- Searching holding cells for weapons or contraband;
- Conducting detainee searches or pat-downs;
- Receiving, inventory and search detainee property;
- Escorting detainees between holding rooms, processing areas and court;
- Applying and remove detainee restraints;
- During intake and processing of detainees, flight and transportation operations;
- Providing support as required during the removal process of detainees;

The numbers and frequency of stationary guard services will vary. To the extent possible, ICE officials shall notify the provider at least four hours in advance of any remote post to be manned. One stationary guard shall be authorized for such post unless ICE specifies additional guards are required.

All on-call stationary guard posts require at least one guard that is of the same sex as the detainee. Additional officers for each post may be required at the direction of ICE when operationally necessary.

All necessary meals shall be provided to detainees when under guard off-site. The provider will be responsible for providing security and preventing escapes.

## **III. GENERAL**

### **A. Records**

Retention of facility records shall comply with statutes and regulations from the National Archives and Records Administration. (See Chapters 21, 29, 31, and 33 of Title 44, United States Code; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, *Removal and Maintenance of Documents*.)

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All facilities will create and maintain an electronic or hard copy detention file for each detainee held at the facility for any amount of time. Creation of a detainee detention file is essential to maintaining a record of a detainee's time in facility custody. The detention file will contain copies and, in some cases, originals of documents, including, among other things, identity documents and paperwork, property inventory sheets, disciplinary records, etc.

All facilities' Health Services Administrator will also create and maintain a complete electronic or hard copy medical record for each detainee held at the facility for any amount of time. All medical providers, as well as facility officers and staff, shall protect the privacy of detainees' medical information in accordance with established guidelines and applicable laws. Staff training must emphasize the need for confidentiality and procedures must be in place to limit access to health records to only authorized individuals and only when necessary.

### **B. Inspection by Regulatory Agencies**

Facility operations may be subject to inspection by ICE and other Government agencies (e.g., DHS Civil Rights and Civil Liberties; DHS Office of Inspector General). The provider shall comply with all required inspections, including but not limited to interviews, physical inspections, and requests for information. The provider shall immediately inform ICE of all proposed inspections by Government or regulatory agencies.

The provider shall also notify ICE when a member of the United States Congress or any media outlet requests information or makes a request to visit the facility. The provider shall coordinate all public information requests with ICE. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs.

## **IV. PERSONNEL AND STAFFING**

### **A. Facility Staffing Plan, Floor Plan and Key Personnel**

The provider shall staff positions in accordance with the mutually agreed upon staffing plan which includes relief factors. The provider shall staff the facility to fully secure, control, and supervise detainees.

### **B. Provider Employee Health**

Provider personnel must have documentation regarding the following:

1. History of testing for tuberculosis (TB) within the last 12 months:
  - a) Chest x-ray if employee has a history of latent TB infection (LTBI), treatment history for LTBI or TB disease, if applicable;
  - b) Additionally, on an annual basis the provider shall provide a current TST or IGRA test result if the personnel previously tested negative for LTBI, evaluation for TB symptoms if the personnel previously tested positive for LTBI, and follow up as appropriate in accordance with Centers for Disease Control and Prevention (CDC) guidelines.

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### 2. Recommended Immunizations

Facility personnel are at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella and seasonal influenza. These diseases are vaccine-preventable. Therefore, the following vaccinations are highly recommended.

- Hepatitis A
- Hepatitis B  
(Note: The U.S. Occupational Safety and Health Administration (OSHA) Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Refer to OSHA regulations [https://www.osha.gov/OshDoc/data\\_BloodborneFacts/bbfact05.html](https://www.osha.gov/OshDoc/data_BloodborneFacts/bbfact05.html))
- Varicella
- Measles, Mumps, Rubella (MMR)
- Diphtheria, tetanus, a-cellular pertussis (DTAP)
- Annual seasonal influenza.

### C. Provider Employee Rules

The provider shall have rules or policies, which, at a minimum, address the following:

- Organization
- Screening employees for illegal drug use
- Training
- Standards of conduct
- Security, safety, health, welfare, and injury incidents

### D. Minimum Standards of provider Employee Conduct

The provider shall develop standards of conduct that are consistent with the following:

- Staff shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
- Staff shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
- Staff may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, personnel shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, personnel shall not give any gift, favor, or service to detainees, detainee's family, or associates.
- Staff shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).
- Staff shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities which are part of the facility program.

## Section C

- All staff are required to immediately report to the Facility Administrator and ICE any criminal or non-criminal violation or attempted violation of these standards.

### **E. Staff Misconduct**

At the direction of ICE, the provider shall reassign any staff person who has been arrested or who is under a pending allegation of abuse or misconduct to duties that do not allow direct contact with detainees pending the disposition of the charge. Any alleged misconduct shall be reported immediately to ICE

### **F. Training**

#### **a) Basic Training Subjects**

- Social Diversity
- Suicide Prevention and Intervention
- Fire and other Emergency Procedures
- Treatment and Supervision of Detainees
- ICE Use of Force Policy
- Property/Contraband
- Use of Restraints
- Sexual Abuse/Assault Prevention and Intervention\*

#### **b) Basic First Aid and CPR Training**

- Respond to emergency situations
- Perform cardiopulmonary resuscitation (CPR).
- Recognize warning signs of impending medical emergencies.
- Know how to obtain medical assistance.
- Recognize signs and symptoms of mental illness.
- Administer medication.
- Know the universal precautions for protection against blood-borne diseases.

## **V. DETENTION SERVICES**

## Section C

### **A. Detention Site Standards**

The provider shall ensure facilities are clean and vermin/pest free; have a suitable waste disposal program; and ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and personnel in an emergency.

A fire and emergency plan shall exist and shall be aggressively managed. A qualified staff member will conduct weekly fire and safety inspections.

Each facility shall have a hazardous materials program for the control, handling, storage and use of flammable, toxic or caustic materials.

Licensed pest-control professionals shall conduct routine inspections.

Environmental health conditions will be maintained at a level that meets recognized standards of hygiene, including applicable requirements from the Occupational Safety and Health Administration, the Environmental Protection Agency, the Food and Drug Administration, the National Fire Protection Association's Life Safety Code, and the CDC.

For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by a supervisor at a minimum of once per shift. All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and detainee tampering.

The provider shall take immediate action to repair all defective equipment.

### **B. Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault**

The Provider shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program in accordance all facility requirements of DHS PREA ("Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014), as outlined in Attachment 27). This program shall include training and/or information that is given separately to both staff and detainees.

### **C. Language Access**

**ICE will provide access to its language access/interpreter services line.**

The Provider is responsible for providing meaningful access to all programs and services (e.g. medical, intake, classification, sexual assault reporting) for individuals with limited English proficiency. This should be accomplished through professional interpretation and translation or bilingual personnel for necessary communication with detainees who do not speak or understand English. Oral interpretation should be provided for detainees who are illiterate. Other than in emergencies, and even then only for that period of time before appropriate language services can be procured, detainees shall not be used for interpretation or translation



## Section C

services. The Contractor should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the ICE population with limited English proficiency.

### **D. Medical Services**

#### **a) Policies and Procedures**

The provider shall have written policies and procedures for appropriately addressing the health needs of detainees in ICE custody. Written policies and procedures shall include, but not be limited to, the following:

- Accessing detainee 24-hour emergency medical care
- Promptly summoning of emergency medical personnel.
- Evacuating detainees, if deemed necessary by qualified medical personnel.
- Ensuring that medical emergencies are recognized and promptly attended to.
- Notifying ICE of all detainee requests for off-site medical treatment. These requests shall be addressed with urgency.

#### **b) Medical Space**

The provider shall establish adequate space for health services, to include examinations rooms, office space and support space (e.g., medical records).

#### **c) Healthcare**

1. The provider shall be responsible for providing health care services to ICE detainees. Medical services shall include but not be limited to: arrival screening, infectious disease screening and treatment, emergent, acute and chronic care, on-site sick call, dental services, and mental health services. Also required is over-the-counter and prescription medications per the current ICE Health Service Corps (IHSC) Formulary (Attachment 1) and IHSC form 067 for approval of non-formulary medications (Attachment 2) or equivalent. Elicitation of a history and provision of required vaccinations per the CDC and the Advisory Committee for Immunization Practices (ACIP) recommendations is a requirement of all contractors providing health care services for ICE detainees, at a minimum to address the population that are the highest risk (e.g., Diabetics, HIV, Cancer, Seizure, Heart Disease, Asthma, Cancer and over the age of 50, pregnant females and other special populations), as well as those necessary to address pandemic events according to guidance provided by the IHSC Field Medical Coordinator (FMC).
2. The exception would be any approved prescription medications that must be filled at a retail pharmacy location, to include: approved non-formulary medications, or any approved newly marketed medication not currently available at the on-site pharmacy, as well as durable medical equipment identified as necessary by a medical provider. The mechanism for approval of retail purchases of medications is required of the

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clinical medical authority, as designated through the position description submitted by the Contractor, and durable medical equipment will be made available through the MedPAR system with assistance of the IHSC Field Medical Coordinator (FMC) or designee as needed.

3. In the event of a medical emergency, the provider shall proceed immediately to provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport to an appropriate emergent care facility, as needed. The Contractor shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC). At no time shall the Contractor or detainee incur any financial liability related to such services. All such services are submitted for approval through the MedPAR system. The primary point of contact for obtaining pre-approval for non-emergent care as well as the post-approval for emergent care will be the IHSC FMC assigned to this location.
4. The provider shall provide for 24 hours per day, seven days per week, 365 days per year emergency medical/dental/mental health care.
5. The provider must make available a facility emergency evacuation procedure guide that includes any patients currently housed in a medical/mental health housing area, including any isolation rooms as well as other special housing areas within the facility. The provider must provide training on all emergency plans to the on-site medical staff, both initially and annually after hire.
6. The provider shall ensure that the healthcare system /employees solicit from each detainee requests for healthcare (sick call) daily and that this is tracked through a written system of accountability and within the health record with care.
7. On-site health care personnel shall perform initial medical screening of detainees within 12 hours of arrival. Arrival screening shall include, at a minimum: testing for TB infection and/or disease, and the elicitation and recording of past and present medical history (mental and physical, dental, pregnancy status, history of substance abuse, screening questions for other infectious disease, and current health status). Initial screening will also entail measurement of height, weight, and a complete set of vital signs (BP, P, R, and T). Blood sugar and O2 readings may be necessary dependent upon specified diagnosis or current medical concern exhibited or verbalized by the detainee and observed by medical provider.
8. Full health assessment to include a history and physical examination shall be completed within the first 14 days of an adult detainee arrival unless the clinical situation dictates an earlier evaluation. Detainees with chronic medical, dental, and/or mental health conditions shall receive prescribed treatment and follow-up care with the appropriate level of provider.
9. Pregnancy Screening. Initial health screening will ensure that all female detainees/residents ages 10-56 complete a pregnancy test. ICE will be immediately

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notified regarding detainees determined to be pregnant, but no later than 72 hours after such determination.

10. The provider shall provide detainees with access to medical services. Services provided shall include sick call coverage, provision of over-the-counter and prescription medications, treatment of minor injuries, treatment of special needs, mental health and dental health assessments. The facility mental health program shall include access to psychiatric services to meet the needs of the population.
11. If the provider determines that a detainee has a medical condition which renders that person unacceptable for detention in these facilities (for example, condition needing life support, uncontrollable violence, or serious mental health condition), the provider shall notify ICE.

### **d) Facility Requirements for Infectious Disease Screening**

The provider shall ensure that there is adequate space and equipment to provide medical intake screening including tuberculosis (TB) screening within the intake processing area.

#### Tuberculosis Screening

The provider shall perform TB screening as part of the routine intake screening, which must be completed within 12 hours of detainee admission. TB screening will include, at a minimum, TB symptom screening and testing for TB infection and/or disease using any Food and Drug Administration (FDA) approved method. Detainees who have symptoms suggestive of TB disease will be immediately placed in an airborne infection isolation room and promptly evaluated for suspected TB disease. Detainees who are initially tested using a test for TB infection [TB skin test (TST) or interferon gamma release assay (IGRA)], and the results are positive according to criteria, but have no symptoms suggestive of TB disease, must be evaluated with a chest radiograph within 5 days of the notification of a positive result.

Detainees who are identified with confirmed or suspected active TB (e.g., symptoms or chest radiograph suggestive of TB) will be placed in a functional airborne infection isolation room and managed in accordance with applicable CDC guidelines. If there is no clinical or radiographic evidence suggestive of TB disease the detainee can be housed with the general population. Only a trained and qualified health care provider can perform chest radiography if the site has this capability, and only a credentialed radiologist can interpret these radiographs. The facility will have an alternative non-punitive process in place for detainees who refuse the TB screening assessment.

The provider will notify IHSC and the local health department of all detainees with confirmed or suspected TB disease, including detainees with clinical or radiographic evidence suggestive of TB. Notification shall occur within one working day of identifying a detainee with confirmed or suspected TB disease. Notification to local health departments shall identify the detainee as being in ICE custody and shall include

## Section C

the ICE detainee number and other identifying information. For detainees with confirmed or suspected TB disease, the NG will coordinate with IHSC and the local health department to facilitate release planning and referrals for continuity of care prior to release.

### Airborne Precautions

In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, it is preferred that the HVAC system in the intake screening area be designed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility (see CDC guidelines <http://www.cdc.gov/tb/publications/guidelines/Correctional.htm>).

### e) **Standards of Medical Care**

The provider is responsible for providing resources for evidence-based standards of care which can be used as a guide for treatment of most diagnosed health care concerns.

- a) Asthma  
IHSC Sample Clinical Practice Guidelines (Attachment 5)
- b) Chemical dependence/ Intoxication/ Withdrawal  
Federal Bureau of Prisons Clinical Practice Guideline: Detoxification of the Chemically Dependent Inmate. See IHSC Operations Memorandum 11-004 dated June 9, 2011 for reference.  
[http://www.bop.gov/resources/health\\_care\\_mngmt.jsp](http://www.bop.gov/resources/health_care_mngmt.jsp)
- c) Diabetes  
Standards of Medical Care in Diabetes—2015 American Diabetes Association  
[http://care.diabetesjournals.org/content/38/Supplement\\_1](http://care.diabetesjournals.org/content/38/Supplement_1)
- d) Epilepsy  
American Epilepsy Society  
[https://www.aesnet.org/clinical\\_resources/guidelines](https://www.aesnet.org/clinical_resources/guidelines)
- e) Gender Dysphoria  
IHSC Sample Clinical Practice Guidelines (Attachment 5)
- f) Hepatitis A and B  
Federal Bureau of Prisons Clinical Practice Guidelines for Hepatitis A, Hepatitis B and Cirrhosis.  
[http://www.bop.gov/resources/health\\_care\\_mngmt.jsp](http://www.bop.gov/resources/health_care_mngmt.jsp)
- g) Hepatitis C  
IHSC Sample Clinical Practice Guidelines (Attachment 5)
- h) HIV  
NIH Guidelines for the Use of Antiretroviral Agents in HIV-1 Infected Adults and Adolescents  
<http://www.aidsinfo.nih.gov/guidelines>

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- i) Hypertension  
IHSC Sample Clinical Practice Guidelines (Attachment 5)
- j) Lipids  
2013 American College of Cardiology/American Heart Association Blood Cholesterol Guideline  
2011 American Heart Association Scientific Statement: Triglycerides and Cardiovascular Disease <https://circ.ahajournals.org/content/123/20/2292.full.pdf>
- k) Sickle Cell Disease  
IHSC Sample Clinical Practice Guidelines (Attachment 5)
- l) Tuberculosis  
Tuberculosis Management Control Guide for IHSC Medical Clinics Centers for Disease Control and Prevention  
<http://www.cdc.gov/tb/publications/guidelines/default.htm>
- m) Depression  
Federal Bureau of Prisons Clinical Practice Guideline: Management of Major Depressive Disorder  
[http://www.bop.gov/resources/health\\_care\\_mngmt.jsp](http://www.bop.gov/resources/health_care_mngmt.jsp)
- n) Schizophrenia  
Federal Bureau of Prisons Clinical Practice Guideline: Pharmacological Management of Schizophrenia [http://www.bop.gov/resources/health\\_care\\_mngmt.jsp](http://www.bop.gov/resources/health_care_mngmt.jsp)

### **f) Environmental Health in Medical Unit**

The provider shall implement all general housekeeping and environmental cleaning and disinfection in all areas where medical, dental, mental health, and intake medical screening services are rendered, including routine and terminal cleaning of medical housing and medical isolation units.

### **g) Hospitalization of Detainees**

Upon the order of ICE, or in an emergency, the provider shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. Twenty-four-hour custody shall be maintained, with constant visual observation when practicable. Detainees shall not use telephones unless the provider receives prior approval from ICE. Detainee visitation is not permitted at the hospital. To prevent any situation which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention, shall be pre-approved by ICE. The provider shall relay detainee messages to ICE.

### **h) Off-Site Care**

The provider shall submit a Medical Payment Authorization (MedPAR) to IHSC for payment for off-site medical care (e.g., off-site lab testing, eyeglasses, prosthetics, specialty care, hospitalizations, emergency visits). The Contractor shall enter payment

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authorization requests electronically as outlined in the MedPAR User Guide: <https://medpar.ehr-icehealth.org>.

The facility's Health Authority shall notify ICE and IHSC as soon as possible if emergency off site care will be or was required; and in no case more than 72 hours after the detainee received such care. Authorized payment for all off-site medical and/or mental health services beyond the initial emergency will be made by the Veterans Administration Financial Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).

IHSC VA Financial Services Center PO  
Box 149345  
Austin, TX 78714-9345  
Phone: (800) 479-0523  
Fax: (512) 460-5538

### **i) Pharmacy Reimbursement**

The VA Financial Services Center provides prescription drug reimbursement for individuals in the custody of ICE. Prescriptions are filled at local pharmacies which are part of the Script Care Network (or other designated Pharmacy Benefits Manager). Below is the process for obtaining prescriptions for ICE detainees:

- The Contractor shall request a group number which should be used at the pharmacy in conjunction with the BIN# 004410 and Processor Control # assigned by Script Care Network to designate the pharmacy benefit is for an ICE detainee. The custodial facility should either fax or take a copy of the prescription to their participating pharmacy and indicate that the prescription is for an ICE detainee.
- The pharmacy shall run the prescription through the Script Care network for processing.
- Formulary prescriptions will be dispensed; however, there will be no need for an exchange of cash between the pharmacy and custodial facility as the pharmacy will receive payment directly from Script Care.
- Non-Formulary prescriptions will follow the same procedure as formulary prescriptions; however, non-formulary medications will require prior authorization. The custodial facility will fax the Drug Prior Authorization Request Form to Script Care to 409-833-7435. The authorization will be loaded into the Script Care network and the pharmacy will receive a call indicating that the prescription has been approved. Non-Formulary urgent requests must be submitted in the above manner except an X should be placed on the form marked for URGENT REQUEST and faxed to 409-923-7391.

For further information regarding the Script Care Network please contact ICE or the VA Financial Services Center at 800-479-0523 or Script Care directly at 1-800-880-9988.

### **j) Medical Records**

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A separate medical record, apart from the detainee's detention file, is to be maintained. IHSC will have full and open access to all detainee medical records during custody and up through the record retention timeframe, and as stipulated by state and local regulations. These documents will be maintained and stored per the following:

- ICE Health Service Corps uses the following retention requirement to maintain detainee health records for 10 years after release from custody for adults. Records will be maintained in a format that is easily accessed and in a location that is secure, pest and vermin free environment, protected from fire, flood, humidity, dust, mildew, mold, and preferably climate controlled.
- A copy of a detainee's medical records shall be transferred with the detainee upon request of the detainee. Otherwise a medical transfer summary shall accompany each detainee outlining necessary care during transit and initial period of detention entry into another facility, including current medications, medical precautions, tuberculosis testing and evaluation status, equipment needed, and appropriately authorized methods of travel. It is preferred that the provider seek to provide an Office of the National Coordinator (ONC) certified electronic health record for recording all detainee encounters. If a paper record is used, the record format must adhere to the NCCHC and/or other National Health Record format.

The provider shall provide ICE detainee medical records to ICE upon request in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i). This privacy exception allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or law enforcement official represents that such protected health information is necessary for:

- The provision of health care to such individuals;
- The health and safety of such individual or other inmates;
- The health and safety of the officers or employees of or others at the correctional institution;
- The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
- Law enforcement on the premises of the correctional institution;
- The administration and maintenance of the safety, security, and good order of the correctional institution; and
- Conducting a quality improvement / quality of care review consistent with an established quality improvement (medical quality management) program and interfacing with the IHSC quality improvement program consistent with federal, state, and local laws.

### **k) Licensure and Credentialing**

The provider shall ensure that all health care providers utilized for the care of ICE detainees are credentialed, to include: primary source verification, current licensure, certifications, and/or registrations within the State and/or City where they treat the detainees.

**1) Detainee Death**

In the event of a detainee death, the provider shall immediately notify ICE and submit a written report within 24 hours. The provider shall fingerprint the deceased. Personnel performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried, and release coordinated with ICE to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and the deceased has not been under immediate medical supervision, the provider shall notify the coroner of the local jurisdiction to request a review of the case, and if necessary, examination of the body.

The provider shall establish coroner notification procedures outlining such issues as performance of an autopsy, who will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body. The provider, in coordination with ICE, shall ensure the body is turned over to the designated family member, nearest of kin, or the Consular Officer of the detainee's country of residence.

**VI. REQUIRED ADMINISTRATION AND MANAGEMENT SERVICES**

**A. Manage the Receiving and Discharge of Detainees**

**Only ICE shall authorize the admission or release of a detainee into a facility. Once authorized, the provider will provide intake processing and outtake processing as required.**

During the admissions process, detainees undergo screening for medical purposes, have their files reviewed for classification or housing purposes, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

During the discharge process, provider personnel shall conduct positive identification, documentation preparation and review, provision of any sack lunches required, transportation, escorting and returning all DHS documentation to the appropriate ICE officials upon completing the escort assignment. In addition, provider personnel shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating departure that were accomplished, performed, carried-out, and done.

**B. Manage and Account for Detainee Assets (Funds, Property)**

The safeguarding of detainees' personal property will include the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property.



## Section C

Written procedures shall be established for returning funds, valuables, and personal property to a detainee being transferred. The provider shall ensure that all detainees who are scheduled for transfer are given all funds (in cash or check, whichever is deemed appropriate by ICE) immediately prior to leaving the facility. Any retained foreign currency funds are to be returned to the detainee.

### **C. ICE Notifications**

The provider shall immediately report all serious incidents to ICE. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; fights resulting in injuries requiring medical attention; full or partial lock-down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

### **D. Maintain Institutional Emergency Readiness**

The provider shall have written agreements with appropriate federal/state/local authorities that will allow the provider to make requests for assistance in the event of any emergency incident that would adversely affect the community.

### **E. Telephone Access**

The provider shall provide a detainee telephone system on site to ensure detainees have reasonable and equitable access to telephones. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls. Detainees shall be able to place unmonitored telephone calls to their attorneys if applicable. The provider shall routinely inspect telephones for serviceability. There will be a minimum ration of one phone per every 25 detainees.

**ICE will provide detainees access to pro-bono telephone services (e.g., free calls to consulates, Office of Inspector General (OIG) hotline, American Bar Association) through the ICE Detainee Telephone System (DTS) contract.**

## **VII. FACILITY SECURITY AND CONTROL**

### **A. Security and Control (General)**

## Section C

The provider shall operate and control all points of access and egress on the site; such as, detainee housing units, pods, barracks, courtrooms, medical facilities, and hold rooms.

### **B. Detainee Rights**

The provider shall supervise, observe, and protect detainees from sexual abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of detainees' civil rights. Staff personnel shall have a zero-tolerance policy for incidents of sexual abuse or assault that may occur in the facility. Detainees have the right to be free from discrimination for any reason, including race, religion, national origin, sex, sexual orientation, gender identity, physical ability, mental ability, or political beliefs.

### **C. Unauthorized Access**

The provider shall detect and detain persons attempting to gain unauthorized access to the site(s) identified in this agreement.

### **D. Direct Supervision of Detainees**

The provider shall provide supervision of detainees in all areas, including supervision in detainee housing and activity areas, to permit staff to hear and respond promptly to emergencies. The provider shall ensure surveillance of housing units, recreation areas, food service areas, medical areas, intake and discharge areas, hallways, exits, and other common areas. Additionally, surveillance systems shall be installed and updated in accordance with DHS PREA Subpart B requirements.

Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the provider is required to maintain the recordings and may not release them to anyone, unless approved by ICE. The provider shall retain recordings for a minimum of 90 days, or for the duration of any investigation as necessary for use by local law enforcement or ICE.

### **E. Log Books**

The provider shall be responsible for completion and documentation of, for each shift, the following information in logbooks:

- Activities that have an impact on the detainee population (e.g., detainee counts, shakedowns, detainee movement in and out of the site, use of force and restraints, and escorts to and from court, suicide attempts, hunger strikes).
- Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
- Entry and exit of vehicles and persons other than detainees, ICE staff, or NG personnel (e.g., attorneys and other visitors).
- Fire drills, escapes, and unusual occurrences.

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### **F. Reports**

The provider shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats, etc. The reports shall be maintained on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract

### **G. Detainee Counts**

The Contractor shall monitor detainee movement and physically count detainees. At least one count per day will be a stand-up count. Counts will be reported to ICE as directed by ICE.

### **H. Daily Inspections**

Daily inspections of all security aspects of the site shall be conducted. The provider shall notify ICE of any facility damage. Written documentation of any problem areas shall be submitted to ICE by the end of the shift.

### **I. Use of Force and Restraints**

Physical force shall only be used when both necessary and reasonable. Facilities shall endorse confrontation avoidance as the preferred method for resolving situations, always to be attempted prior to any calculated use of force. Physical force shall only be used to the minimum extent necessary to restore order, protect safety and provide security.

The provider employee shall submit a written report no later than the end of his/her shift when force was used on any detainee for any reason, or if any detainee remains in any type of restraints at the end of that shift. This documentation includes written report of discharge of a firearm and use of less than lethal devices to control detainees.

Telephonic notification to the ICE designated official shall occur as soon as practicable of any use of force incident involving an ICE detainee. Appropriate documentation shall be maintained when physical force is used.

Instruments of restraint shall be used only as a precaution against escape during transfer; for medical reasons, when directed by the medical officer; or to prevent self-injury, injury to others, or property damage. Restraints shall be applied for the least amount of time necessary to achieve the desired behavioral objectives. Physical force or restraint devices shall not be used as punishment. Under no circumstance shall staff use force or apply restraints to punish a detainee.

### **J. Escapes**

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The provider shall take all appropriate measures to prevent escapes immediately if an escape or an attempted escape has occurred. The provider shall notify ICE immediately of any escape or escape attempt.

### **K. Evacuation Plan**

The provider shall furnish 24-hour emergency evacuation procedures and develop a written evacuation and alternate staging plan for use in the event of a fire or major emergency

### **L. Physical Plant**

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be provider-furnished and in operating condition, except as otherwise noted herein or identified by ICE.

## **VIII. FOOD SERVICE**

### **A. Manage Food Service Program in a Safe and Sanitary Environment**

The provider shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing, and managing resources to meet the operational needs of the food service program.

At least three hot meals per day shall be provided. Medical, religious and special needs meals shall be provided as appropriate and documented.

The provider shall provide a sack meal for detainees in custody and those who are absent during any meal or planning for departure, or meals for detainees on certain travel routes (upon order by ICE).

At ICE's request, the provider shall provide sack meals for detainees in ICE custody, but not on the premises (e.g., during a lengthy transport or when processed in to or out of a facility after mealtimes).

## **IX. ANCILARY AND MISCELLANEOUS SERVICES**

Laundry services for detainee clothing and bedding shall be provided on-site and a system for laundry exchange shall be developed.

## **X. PROPERTY ACCOUNTABILITY**

### **A. General**

## Section C

Provider personnel shall not permit any Government property to be taken away or removed from the premises.

### **B. Use of Government Wireless Communication Devices**

All personnel that have been issued a Federal Government owned wireless communication device, including but not limited to, cellular telephones, pagers or wireless Internet devices, are authorized to possess and use those items in all areas of the facility in which ICE detainees are present.

**[THIS SECTION IS INTENTIONALLY LEFT BLANK]**

**[END OF SECTION C]**

**SECTION D:**  
**PACKAGING & MARKING**

**[THIS SECTION IS INTENTIONALLY LEFT BLANK]**

**[END OF SECTION D]**

**SECTION E:  
INSPECTION AND  
ACCEPTANCE**

**E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text can be accessed electronically at this internet address: <http://acquisition.gov/far/index.html>.

| Clause Number | Clause Title                         | Date     |
|---------------|--------------------------------------|----------|
| 52.246-4      | Inspection of Services – Fixed Price | Aug 1996 |

**E.2 INSPECTION REQUIREMENTS**

Review of Deliverables ---

- (a) The COR will provide written acceptance, comments and/or change requests, if any, within thirty (30) business days from receipt by the Government of the initial deliverable.
- (b) Upon receipt of the Government comments, the Contractor shall have fifteen (15) business days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.
- (c) If written acceptance, comments and/or change requests are not issued by the Government within thirty (30) calendar days of submission, the draft deliverable shall be deemed acceptable as written and the Contractor may proceed with the submission of the final deliverable product. The Contractor shall provide all deliverables to the COR in Microsoft Excel, PowerPoint or Word format.

**Deliverables Chart – Soft-Sided**

| #  | Deliverable                         | Due Date                                     |
|----|-------------------------------------|--|
| 1. | Quality Control Plan                | With Proposal Submission                     |
| 2. | Plans, Policy and Procedures Manual | To COR prior to NTP                          |
| 3. | Standard Operating Procedures       | Within 30 calendar days of award of contract |

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| 4.  | Post Orders  | Within 30 calendar days of award of contract, annually and as requested by the COR. |
| 5.  | Communication Plan   | Within 30 calendar days of award of contract  |
| 6.  | Resumes of Key Personnel   | With proposal submission and with any post-award change request                     |
| 7.  | Organizational Chart   | With proposal submission and anytime post-award as requested by the COR.            |
| 8.  | Staffing Plan  | With proposal submission and anytime post-award as requested by the COR.            |
| 9.  | Documentation of employee receipt of ICE Operations Policy/Procedure Manual  | As requested by COR   |
| 10. | Contractor employee certification for standards of conduct   | As requested by COR   |
| 11. | Contractor employee violation of standards of conduct and disciplinary action  | Immediate to COR  |
| 12. | Notification of change in employee's health status   | Immediately (immediate verbal report, with written follow-up)                       |
| 13. | Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency | Immediately (immediate verbal report, with written follow-up)                       |
| 14. | Report of any on contract employee misconduct  | Immediately (immediate verbal report, with written follow-up)                       |
| 15. | e-Qip Security Process   | Prior to Entry on Duty (EOD)  |



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| 16. | Physical Force Incident Reports   | Immediately (immediate verbal report, with written report within two (2) hours of incident) |
| 17. | Written Report of escapes   | Immediately (immediate verbal report, with written report within two (2) hours of incident) |
| 18. | Physical harm or threat to safety, health or welfare  | Immediately (immediate verbal report, with written report within 24 hours of incident)      |
| 19. | Drug Test Results   | Upon EOD and as requested by COR, or immediately upon found violation                       |
| 20. | Emergency Call Back Roster  | Quarterly or as needed  |
| 21. | Finalized Training Plan, with Curriculum  | Within 30 calendar days of award of contract  |
| 22. | Quarterly Training Forecast   | Quarterly   |
| 23. | Training certification and reports for formal and on the job training (including Supervisors and refresher) | As requested by COR   |
| 24. | Daily Time Sheet  | As requested by COR   |
| 25. | Emergency Action Plan to include Auxiliary Power procedures   | No later than the post award conference   |
| 26. | Sexual Assault & Suicide Prevention Program   | No later than the post award conference   |
| 27. | Firearms Training Certificates  | Annually  |
| 28. | Employee Weapon Permit  | To COR 3 days prior to EOD, and then after as requested by COR                              |
| 29. | Notification of employee criminal activity  | Immediate to COR and appropriate law enforcement agency.                                    |

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| 30. | Officer Testing Questions and Results                 | Post award, as needed by the COR  |
| 31. | Key, Tool Cabinet Inventory Class A and Class B Log   | At the beginning of day and end of each shift   |
| 32. | Equipment Inventory                                   | Within 30 calendar days after award of contract, then annually or as requested by COR |
| 33. | Intervention Equipment Inventory                      | Within 30 calendar days after award of contract, then annually or as requested by COR |
| 34. | Regular Tool Control Log                              | Monthly   |
| 35. | Detainee Volunteer Work Screening Form (Request Form) | As required   |
| 36. | Detainee Volunteer Work Program Training Form         | As required   |
| 37. | ACA Accreditation                                     | Within 12 months of housing the first ICE detainee                                    |
| 38. | Proposed daily transportation routes                  | Within 30 calendar days of contract award   |
| 39. | Safety Devices/Equipment Training Plan                | Quarterly   |
| 40. | Chemical Perpetual Inventory Sheet                    | As requested by COR   |
| 41. | Compliance and Independent Audit Report               | Annually  |
| 42. | Key Indicators Report                                 | Monthly, by 5 <sup>th</sup> of each month for previous month's data                   |
| 43. | General Supply/Inventory Plan                         | Within 30 calendar days after award of contract, then annually or as requested by COR |
| 44. | Commissary Inventory List                             | As requested by COR   |

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| 45. | Statement of Detainee Funds Accounts                    | As requested by COR  |
| 46. | IT Security Plan  | Within 30 calendar days after award of contract  |
| 47. | Finalized List of Approved Food Vendors                 | Within 30 calendar days after award of contract and upon any changes thereafter              |
| 48. | Prime Vendor/Food Service Expenditures                  | As requested by COR  |
| 49. | Employee Meal Ticket Sales Report                       | As requested by COR  |
| 50. | Number of Meals Served/Daily Meal Count                 | Quarterly or as requested by COR   |
| 51. | Detainee Records  | Continuous   |
| 52. | Detainee Death  | Immediately (immediate verbal report, with written report within two (2) hours of incident)  |
| 53. | Detainee Departure Documents                            | Continuous, prior to detainee departing.   |
| 54. | Detainee Volunteer Food Service Worker Contingency Plan | Within 30 calendar days of award of contract and after that anytime as requested by the COR. |
| 55. | 35 Day Regular Menu                                     | Monthly  |
| 56. | Physical damage to the facility documentation           | Immediate verbal to COR, with written report within five days.                               |
| 57. | Detainee Special Needs Menu                             | As requested by COR  |
| 58. | Daily Diet List (Medical & Religious)                   | As requested by COR  |
| 59. | Holiday Menus   | Annually   |

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| 60. | Emergency Food Preparation and Service Schedule   | Within 30 calendar days of award of contract  |
| 61. | ACA Temperature Log Report (refrigerators, freezers, dishwasher temperatures and water) | As requested by COR   |
| 62. | Food Service Weekly Inspection Log  | Weekly or as requested by COR   |
| 63. | Food Handler Certification  | Maintained for all food service employees at all times, as requested by COR   |
| 64. | Food and Non-Food Inventory   | Monthly or as requested by COR  |
| 65. | Maintenance Service Work Orders   | As requested by COR   |
| 66. | Common Fare Cost for Detainees  | Quarterly, or as requested by COR   |
| 67. | Authorized Detainee Worker List Weekly Schedule   | Weekly, or as requested by COR  |
| 68. | Detainee Volunteer Food Service Work Detail Pay List                                    | Monthly   |
| 69. | Monthly Medical Inspection Corrective Actions   | Monthly   |
| 70. | Certified Dietician In-Service Staff Training and Department Inspection                 | Quarterly, or as requested by the COR   |
| 71. | Medical Clearance including TB test   | For all new employees and after diagnosed with illness or communicable disease. Employees must be re-examined and medically cleared before returning to work. TB test certification annually. |

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| 72. | Vehicle inventory log and interior specification for each vehicle type       | Within 30 calendar days of award of contract, annually and as requested by COR                            |
| 73. | Menu Cycle (Revisions and Registered Dietician Recertification of all menus) | Annually  |
| 74. | End of Month Food Service Cost Report, including Cost Per Meal Data          | Annually  |
| 75. | Firearms Control Register  | As requested by COR   |
| 76. | Surveillance Video   | As requested by COR   |
| 77. | Detainee or Contractor Employee Contraband Found Report                      | Immediately (immediate verbal report, with written follow-up)   |
| 78. | Staff Vacancy Report   | To COR by 5 <sup>th</sup> of each month for previous month's data   |
| 79. | Additional Reports as requested by the COR                                   | As needed   |
| 80. | Notice of facility readiness   | 14 days prior to start of Transition Period   |
| 81. | Records related to performance by contractor                                 | As requested by CO or COR at any time during the term of the contract or at termination/expiration.       |
| 82. | Litigation   | As requested by CO or COR at any time during the term of the contract or at/after termination/expiration. |
| 83. | Congressional Inquiry  | Immediately (immediate verbal report, with written follow-up) to FOD, DFOD & COR                          |
| 84. | Press statements and/or releases   | To FOD, DFOD & COR prior to release   |

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| 85. | Correctional Officer assignment, Names of Supervisory Correctional Officers, and Shift Rosters | As requested by COR  |
| 86. | Overnight lodging requests   | Advance of commencement of overnight trip  |
| 87. | Non-returned ID Badges/Credentials   | Immediately to COR   |
| 88. | Intelligence Information   | Immediately to COR   |
| 89. | Serious Incidents  | Immediately to COR   |
| 90. | Contractor Employee Manual   | Within 30 calendar days of award of contract and after that anytime as requested by the COR. |
| 91. | Any requested Detainee medical documentation   | Immediately to COR   |
| 92. | Medical and Personnel Records of Contractor Employees  | As requested by COR  |
| 93. | Contractor Business Permits and Licenses   | Within 30 calendar days of award of contract and after that anytime as                       |
| 94. | Contractor Employee Registrations, Commissions, Permits, and Licenses                          | Prior to EOD and then after, as requested by COR   |
| 95. | Correctional Officer Post Assignment Record  | As requested by COR  |
| 96. | Count Records  | As requested by COR  |
| 97. | GSA Form 139 or ICE equivalent   | As requested by COR  |
| 98. | Authorization to exceed a change in duty   | To COR for approval prior to commencement of change of duty                                  |
| 99. | Lost and Found   | As requested by COR  |

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| 100. | Security incidents – computers  | To COR within four hours of incident      |
| 101. | Daily Detainee Manifest   | As requested by COR                       |
| 102. | Contract Discrepancy Report, Corrective Action Plan, or outcome measures required by any inspection or accreditation review, QASP or PBNDS requirements | As outlined within the requiring document |
| 103. | Spill Report  | Immediately to COR                        |
| 104. | Conceptual Design Plan  | Due with Proposal                         |
| 105. | Ramp Down Plan  | Due within three (3) days of request      |
| 106. | Operational Data/Metrics Summary  | Due within three (3) days of request      |

**E.1 ACCEPTANCE CRITERIA**

The Government will provide written notification of acceptance or rejection of all final deliverables within thirty (30) calendar days. Absent written notification, final deliverables may be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

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**[END OF SECTION E]**

**SECTION F:  
DELIVERIES OR  
PERFORMANCE**

**F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text can be accessed electronically at this internet address: <http://acquisition.gov/far/index.html>.

| Clause Number | Clause Title             | Date     |
|---------------|--------------------------|----------|
| 52.242-15     | Stop Work Order          | Aug 1989 |
| 52.242-17     | Government Delay of Work | Apr 1984 |

**F.2 PERIOD OF PERFORMANCE**

The term of this Contract will be for a sixty day transition period, one (1) twelve-month Base period, followed by one (1) additional twelve-month option period.

The offeror's total price for the purpose of evaluation will include the Transition, Base Period and remaining 12 Month Option Period. Offerors shall not submit a price for the optional extension of services period in accordance with FAR 52.217-8.

| Period of Performance                  | Dates                                  |
|--|--|
| Transition                             | July 01, 2019 – August 31, 2019        |
| Base Year                              | September 01, 2019-August 31, 2020     |
| <i>In Accordance with FAR 52.217-9</i> |  |
| Option Period 1                        | September 01, 2020-August 31, 2021     |
| Option Period 2                        | September 01, 2021-August 31, 2022     |
| <i>In Accordance with FAR 52.217-8</i> |  |
| FAR 52.217-8 Option                    | September 01, 2022 – February 28, 2022 |

**F.3 PLACE OF PERFORMANCE:**

The facility shall meet all the following criteria:

- Multiple facilities of varying sizes that meet ICE’s preference for a 7,500-bed capacity are acceptable.
- Facility location should be within an approximate 30-minute drive of a general acute care hospital that has an emergency room, surgery, medical, and mental health services; and within an approximate 90-minute surface commute time of an ICE Air Operations Unit approved airport.
- The facility shall have access to public and commercial transportation routes and services.
- The facility shall serve as a transportation hub for picking up and dropping off ICE



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detainees.

- The Contractor shall provide or subcontract ground transportation services required to transport detainees securely and in a timely manner to locations directed by the COR (including various appointments). Armed transportation shall be provided on a 24-hour period, 7 days a week, and 365 days a year.
- The Contractor shall provide medical care at the facility or facilities or subcontract the provision of medical care.
- Administrative space (including parking) for ICE personnel may be required at some facilities.

**F.4 CONTRACTOR EVALUATING PROCEDURES:**

The Government will issue Contractor performance ratings via the Contractor Performance Assessment Reporting System (CPARS) in accordance with FAR 42.1502. The CPARS website is located: <http://www.cpars.gov>.

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**[END OF SECTION F]**

**SECTION G:  
CONTRACT ADMINISTRATION DATA**

**G.1 CONTRACT ADMINISTRATION**

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of this contract, the administration of the contract will require maximum coordination between the ICE and the Contractor.

The Government points of contact for any resulting contract shall be identified at time of award.

**G.2 CONTRACTING OFFICER'S REPRESENTATIVE**

The following individual is designated and authorized by the CO to perform contract administration functions related to the technical performance of this contract.

*To Be Designated at Time of Award*

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

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

**G.3 INVOICE REQUIREMENTS**

In accordance with Section G, Contract Administration Data, invoices shall be submitted as follows:

Service Providers/Contractors shall use these procedures when submitting an invoice.

1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows:

a) Email:

- [Invoice.Consolidation@ice.dhs.gov](mailto:Invoice.Consolidation@ice.dhs.gov)

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- Contracting Officer Representative (COR) or Government Point of Contact (GPOC)
- Contract Specialist/Contracting Officer

Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.

### b) USPS:

DHS, ICE  
Financial Operations - Burlington  
P.O. Box 1620  
Williston, VT 05495-1620

ATTN: ICE-ERO/FOD-FDT

The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at <https://www.sam.gov> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

### c) Facsimile:

Alternative Invoices shall be submitted to: (802)-288-7658

Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.

Note: The Service Provider's or Contractor's Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at <https://www.sam.gov> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:

(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;

(ii). Dunn and Bradstreet (D&B) DUNS Number;

(iii). Invoice date and invoice number;

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- (iv). Agreement/Contract number, contract line item number and, if applicable, the order number;
- (v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;
- (vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vii). Terms of any discount for prompt payment offered;
- (viii). Remit to Address;
- (ix). Name, title, and phone number of person to resolve invoicing issues;
- (x). ICE program office designated on order/contract/agreement and
- (xi). Mark invoice as “Interim” (Ongoing performance and additional billing expected) and “Final” (performance complete and no additional billing)
- (xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer – System for Award Management or 52-232-34, Payment by Electronic Funds Transfer – Other than System for Award Management.

3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:

(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:

a. Detention Bed Space Services

- Bed day rate;
- Detainees check-in and check-out dates;
- Number of bed days multiplied by the bed day rate;
- Name of each detainee;
- Detainees identification information

(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such

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as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:

a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:

- Bed day rate;
- Detainees check-in and check-out dates;
- Number of bed days multiplied by the bed day rate;
- Name of each detainee;
- Detainees identification information

b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:

- Mileage rate being applied for that invoice;
- Number of miles;
- Transportation routes provided;
- Locations serviced;
- Names of detainees transported;
- Itemized listing of all other charges; and,
- for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.

c. Stationary Guard Services: The itemized monthly invoice shall state:

- The location where the guard services were provided,
- The employee guard names and number of hours being billed,
- The employee guard names and duration of the billing (times and dates), and
- for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted.

d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):

1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.

(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.

4. Safeguarding Information: As a contractor or vendor conducting business with Immigration

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and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.

As part of your obligation to safeguard information, the follow precautions are required:

- (i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.
- (ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.
- (iii) Use shredders when discarding paper documents containing Sensitive PII.
- (iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf> for more information on and/or examples of Sensitive PII.

5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at [OCFO.CustomerService@ice.dhs.gov](mailto:OCFO.CustomerService@ice.dhs.gov).

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**SECTION H:  
SPECIAL CONTRACT REQUIREMENTS**

**H.1 CONTRACTOR'S INSURANCE**

The Contractor shall maintain insurance in an amount not less than \$3,000,000 to protect the Contractor from claims under workman's compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the Contractor itself or by any subcontractor or anyone directly or indirectly employed by either business entity. The Contractor shall maintain General Liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence is required.

Additionally, an automobile liability insurance policy providing for bodily injury and property damage liability covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the CO for adequacy of protection. All insurance certificates required under this contract shall provide 30 days' notice to the Government of any contemplated cancellation.

The Contractor shall provide that all staff having access to detainee monies and valuables are bonded in an amount sufficient to ensure reimbursement to the detainee by the Contractor in case of loss.

**H.2 SECURITY REQUIREMENTS - REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFIED (SBU) CONTRACT DETENTION FACILITY**

General: Performance under this Contract Detention Facility agreement requires access to sensitive DHS information and will involve direct contact with ICE Detainees. The Service Provider shall adhere to the following.

Contractor Employee Fitness Screening: Screening criteria under DHS Instruction 121-01-007-001 (Personnel Security, Suitability and Fitness Program), or successor thereto, that may exclude contractor employees from consideration to perform under this agreement includes:

- Misconduct or negligence in employment;
- Criminal or dishonest conduct;
- Material, intentional false statement or deception of fraud in examination or appointment;
- Refusal to furnish testimony as required by 5 CFR § 5.4 (i.e., a refusal to provide testimony to the Merit Systems Protection Board or the Office of Special Counsel);
- Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.
- Alcohol abuse, without evidence of substantial rehabilitation, of a nature and duration that suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or appointee or others;

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- Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
- Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force;
- Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question (for Excepted Service employees); and
- Any other nondiscriminatory reason that an individual's employment (or work on a contract) would not protect the integrity of promote the efficiency of the service.

Contractor Employee Fitness Screening: Screening criteria under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards) implemented pursuant to Public Law 108-79 (Prison Rape Elimination Act (PREA) of 2003) or successor thereto, that WILL exclude contractor employees from consideration to perform under this agreement includes:

- Engaged in Sexual Abuse in a Prison, Jail, Holding Facility, Community Confinement Facility, Juvenile Facility, or other Institution as defined under 42 USC 1997;
- Convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse;
- Civilly or administratively adjudicated to have in engaged in such activity.

Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Service Provider.

### **H.2.1 GENERAL**

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in contract agreement (#) \_\_\_\_\_ requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information and ICE Detainees, and that the Contractor will adhere to the following:

### **H2.2 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 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 preliminary Fitness determination or final Fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable preliminary Fitness determination or final Fitness determination by OPR-PSU. Contract employees are processed under DHS Instruction 121-01-007-001 (Personnel Security,



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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.

### **H2.3. BACKGROUND INVESTIGATIONS**

Contractor employees (to include applicants, temporaries, 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 the Personnel Security Unit. Contractor employees nominated by a Contracting Officer Representative for consideration to support this contract shall submit the following security vetting documentation to OPR-PSU, through the Contracting Officer Representative (COR), within 10 days of notification by OPR-PSU 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.

1. Standard Form 85P (Standard Form 85PS (With supplement to 85P required for armed positions)), “Questionnaire for Public Trust Positions” Form completed on-line and archived by the contractor employee in their OPM e-QIP account.
2. Signature Release Forms (Three total) generated by OPM e-QIP upon completion of Questionnaire (e-signature recommended/acceptable – instructions provided to applicant by OPR-PSU). Completed on-line and archived by the contractor employee in their OPM e-QIP account.
3. Two (2) SF 87 (Rev. December 2017) Fingerprint Cards. **(Two Original Cards sent via COR to OPR-PSU)**
4. Foreign National Relatives or Associates Statement. (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
5. DHS 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act” (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
6. Optional Form 306 Declaration for Federal Employment (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
7. Questionnaire regarding conduct defined under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards) (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor

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employee's OPM e-QIP account prior to electronic "Release" of data via on-line account)

8. One additional document may be applicable if contractor employee was born abroad. If applicable, additional form and instructions will be provided to contractor employee. (If applicable, the document will be sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee's OPM e-QIP account prior to electronic "Release" of data via on-line 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 7 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-PSU at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU as notified by the COR.

To ensure adequate background investigative coverage, contractor employees must currently reside in the United States or its Territories. Additionally, contractor 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 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 and Legal Permanent Residents 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.

## **H2.4 TRANSFERS FROM OTHER DHS CONTRACTS:**

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

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

## **H2.5 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. The OPR-PSU will conduct periodic reinvestigations every 5 years, or when derogatory information is received, to evaluate continued Fitness of contractor employees.

## **H2.6 REQUIRED REPORTS**

The Contractor will notify OPR-PSU, 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 be submitted to the COR referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor will report any adverse information coming to their attention concerning contractor employees under the contract to the OPR-PSU, 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 [psu-industrial-security@ice.dhs.gov](mailto:psu-industrial-security@ice.dhs.gov)

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

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Unclassified Information NDA for contractor access to sensitive information. The NDA will be administered by the COR to the all contract personnel within 10 calendar days of the entry on duty date. The completed form shall remain on file with the COR for purpose of administration and inspection.

Sensitive information as defined under the Computer Security Act of 1987, Public Law 100-235 is information not otherwise categorized by statute or regulation that if disclosed could have an adverse impact on the welfare or privacy of individuals or on the welfare or conduct of Federal programs or other programs or operations essential to the national interest. Examples of sensitive information include personal data such as Social Security numbers; trade secrets; system vulnerability information; pre-solicitation procurement documents, such as statements of work; and information pertaining to law enforcement investigative methods; similarly, detailed reports related to computer security deficiencies in internal controls are also sensitive information because of the potential damage that could be caused by the misuse of this information. All sensitive information must be protected from loss, misuse, modification, and unauthorized access in accordance with DHS Management Directive 11042.1, *DHS Policy for Sensitive Information* and ICE Policy 4003, *Safeguarding Law Enforcement Sensitive Information.*”

Any unauthorized disclosure of information should be reported to ICE.ADSEC@ICE.dhs.gov.

### **H2.8 SECURITY MANAGEMENT**

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

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

### **H2.9 INFORMATION TECHNOLOGY SECURITY CLEARANCE**

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS MD 4300.1, *Information Technology Systems Security*. or its replacement. Contractor employees must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractor employees who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

### **H2.10 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT**

In accordance with Chief Information Office requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require an

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ICE issued/provisioned Personal Identity Verification (PIV) card. Additionally, Information Assurance Awareness Training (IAAT) will be required upon initial access and annually thereafter. IAAT 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 ICE.ADSEC@ICE.dhs.gov. Department contractor employees, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

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

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**[END OF SECTION H]**

**SECTION I:  
CONTRACT CLAUSES**

**I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text can be accessed electronically at this internet address: <http://acquisition.gov/far/index.html>.

| <b>Number</b> | <b>Titles</b>  | <b>DATE</b> |
|---------------|--|-------------|
| 52.202-1      | Definitions  | Nov 2013    |
| 52.203-3      | Gratuities   | Apr 1984    |
| 52.203-5      | Covenant Against Contingent Fees   | May 2014    |
| 52.203-6      | Restrictions on Subcontractor Sales to the Government  | Sep 2006    |
| 52.203-7      | Anti-Kickback Procedures   | May 2014    |
| 52.203-8      | Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity  | May 2014    |
| 52.203-10     | Price or Fee Adjustment for Illegal or Improper Activity   | May 2014    |
| 52.203-12     | Limitations on Payments to Influence Certain Federal Transactions  | Oct 2010    |
| 52.203-13     | Contractor Code of Business Ethics and Conduct   | Oct 2015    |
| 52.203-17     | Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights                     | Apr 2014    |
| 52.204-2      | Security Requirements  | Aug 1996    |
| 52.204-4      | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper   | May 2011    |
| 52.204-9      | Personal Identity Verification of Contractor Personnel   | Jan 2011    |
| 52.204-10     | Reporting Executive Compensation and First-Tier Subcontract Awards   | Oct 2016    |
| 52.204-13     | System for Award Management Maintenance  | Oct 2016    |
| 52.204-15     | Service Contract Reporting Requirements for Indefinite - Delivery Contracts  | Oct 2016    |
| 52.204-22     | Alternative Line Item Proposal   | Jan 2017    |
| 52.209-6      | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | Oct 2015    |
| 52.209-9      | Updates of Publicly Available Information Regarding Responsibility Matters   | Jul 2013    |
| 52.209-10     | Prohibition on Contracting with Inverted Domestic Corporations   | Nov 2015    |
| 52.210-1      | Market Research  | Apr 2011    |
| 52.211-13     | Time Extensions  | Sep 2000    |
| 52.215-2      | Audit and Records – Negotiations   | Oct 2010    |

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| 52.215-8  | Order of Precedence – Uniform Contract Format   | Oct 1997 |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data  | Aug 2011 |
| 52.215-12 | Subcontractor Cost or Pricing Data  | Oct 2010 |
| 52.215-14 | Integrity of Unit Prices  | Oct 2010 |
| 52.215-15 | Pension Adjustments and Asset Reversions  | Oct 2010 |
| 52.215-19 | Notification of Ownership Changes   | Oct 1997 |
| 52.219-4  | Notice of Price Evaluation Preference for HUBZone Small Business Concerns   | Oct 2014 |
| 52.219-8  | Utilization of Small Business Concerns  | Oct 2018 |
| 52.219-9  | Small Business Subcontracting Plan  | Aug 2018 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan  | Jan 1999 |
| 52.219-28 | Post-Award Small Business Program Representation  | Jul 2013 |
| 52.222-1  | Notice to the Government of Labor Disputes  | Feb 1997 |
| 52.222-3  | Convict Labor   | Jun 2003 |
| 52.222-4  | Contract Work Hours and Safety Standards Act– Overtime Compensation   | May 2018 |
| 52.222-17 | Non-displacement of Qualified Workers   | May 2014 |
| 52.222-21 | Prohibition of Segregated Facilities  | Apr 2015 |
| 52.222-26 | Equal Opportunity   | Sep 2016 |
| 52.222-37 | Employment Reports on Veterans  | Feb 2016 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act  | Dec 2010 |
| 52.222-41 | Service Contract Labor Standards  | May 2014 |
| 52.222-43 | Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) | May 2014 |
| 52.222-50 | Combating Trafficking in Persons  | Mar 2015 |
| 52.222-54 | Employment Eligibility Verification   | Oct 2015 |
| 52.222-55 | Minimum Wages Under Executive Order 13658   | Dec 2015 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706   | Jan 2017 |
| 52.223-2  | Affirmative Procurement of Bio-based Products Under Service or Construction Contracts                                 | Sep 2013 |
| 52.223-5  | Pollution Prevention and Right-To-Know Information  | May 2011 |
| 52.223-6  | Drug-Free Workplace   | May 2001 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products  | Dec 2007 |
| 52.223-17 | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts                                 | May 2008 |
| 52.223-18 | Contractor Policies to Ban Text Messaging While Driving   | Aug 2011 |

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| 52.223-19   | Compliance with Environmental Management Systems                | May 2011  |
| 52.224-1    | Privacy Act Notification  | Apr 1984  |
| 52.224-2    | Privacy Act   | Apr 1984  |
| 52.224-3    | Privacy Training  | Jan 2017  |
| 52.225-13   | Restrictions on Certain Foreign Purchases                       | Jun 2008  |
| 52.226-6    | Promoting Excess Food Donation to Nonprofit Organizations       | May 2014  |
| 52.227-1    | Authorization and Consent                                       | Dec 2007  |
| 52.229-3    | Federal, State, and Local Taxes                                 | Feb 2013  |
| 52.230-2    | Cost Accounting Standards                                       | Oct 2015  |
| 52.230-6    | Administration of Cost Accounting Standards                     | Jun 2010  |
| 52.232-1    | Payments  | Apr 1984  |
| 52.232-8    | Discounts for Prompt Payment                                    | Feb 2002  |
| 52.232-9    | Limitation on Withholding of Payments                           | Apr 1984  |
| 52.232-11   | Extras  | Apr 1984  |
| 52.232-17   | Interest  | May 2014  |
| 52.232-18   | Availability of Funds   | Apr 1984  |
| 52.232-23   | Assignment of Claims  | May 2014  |
| 52.232-25   | Prompt Payment  | Jan 2017  |
| 53.232-33   | Payment by Electronic Funds - System for Award Management       | Jul 2013  |
| 52.232-39   | Unenforceability of Unauthorized Obligations                    | Jun 2013  |
| 52.232-40   | Providing Accelerated Payments to Small Business Subcontractors | Dec 2013  |
| 52.233-1    | Disputes  | May 2014  |
| 52.233-3    | Protest after Award   | Aug 1996  |
| 52.233-4    | Applicable Law for Breach of Contract Claim                     | Oct 2004  |
| 52.239-1    | Privacy or Security Safeguards                                  | Aug 1996  |
| 52.242-13   | Bankruptcy  | Jul 1995  |
| 52.243-1    | Changes – Fixed Price Alternate I (Apr 1984)                    | Aug 1987  |
| 52.243-3    | Changes – Time-and-Materials or Labor Hours                     | Sept 2000 |
| 52.244-5    | Competition in Subcontracting                                   | Dec 1996  |
| 52.244-6    | Subcontracts for Commercial Items                               | Jul 2018  |
| 52.245-1    | Government Property   | Jan 2017  |
| 52.245-9    | Use and Charges   | Apr 2012  |
| 52.249-2    | Termination for Convenience of the Government – Fixed Price     | Apr 2012  |
| 52.249-8    | Default (Fixed-Price Supply and Service)                        | Apr 1984  |
| 52.253-1    | Computer Generated Forms  | Jan 1991  |
| 3052.203-70 | Instructions for Contractor Disclosure of Violations            | Sep 2002  |
| 3052.205-70 | Advertisements, Publicizing Awards, and Releases                | Sep 2012  |



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| 3052.219-70 | Small Business Subcontracting Plan Reporting                          | Jun 2006 |
| 3052.222-70 | Strikes or Picketing Affecting Timely Completion Of the Contract Work | Dec 2003 |
| 3052.242-72 | Contracting Officer's Technical Representative                        | Dec 2003 |

**I.2. CLAUSES INCORPORATED IN FULL TEXT**

**52.204-1 Approval of Contract (Dec 1989)**

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

**52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)**

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

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

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- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

### **52.216-18 Ordering (Oct 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from July 01, 2019 through August 31, 2030.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **52.216-19 Ordering Limitations (Oct 1995)**

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 250 Bed Days, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor --
  - (1) Any order for a single item in excess of the numbers in Attachment 11;
  - (2) Any order for a combination of items in excess of the numbers in attachment 11; or
  - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part

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of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **52.216-22 Indefinite Quantity (Oct 1995)**

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

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

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

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

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 before the contract expires. The

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preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 Years and 6 Months.

### **52.222-35 Equal Opportunity Veterans (Oct 2015)**

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts*. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

**[Class Deviation- 2017-O0008, Office of Federal contract Compliance Programs Waiver of Certain Clause Requirements in Contracts for Hurricane Harvey Relief Efforts. This clause deviation is effective on Sept 01, 2017, and remains in effect until incorporated into the FAR, or otherwise rescinded.**

(d) Notwithstanding the provisions of this section, the Contractor will not be obligated to develop the written affirmative action program required under the regulations implementing the Vietnam Era Veterans’ Readjustment Assistance Act (VEVRAA).

### **52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014)**

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**[Class Deviation- 2017-O0008, Office of Federal contract Compliance Programs Waiver of Certain Clause Requirements in Contracts for Hurricane Harvey Relief Efforts. This clause deviation is effective on Sept 01, 2017, and remains in effect until incorporated into the FAR, or otherwise rescinded.**

(c) Notwithstanding the provisions of this section, the Contractor will not be obligated to develop the written affirmative action program required under the regulations implementing section 503 of the Rehabilitation Act of 1973, as amended.

**52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
It is not a Wage Determination*

| Employee Class | Monetary Wage -- Fringe Benefits |
|----------------|----------------------------------|
|                |                                  |
|                |                                  |
|                |                                  |

**3052.204-71 Contractor Employee Access (Sep 2012)**

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

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could

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adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

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

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

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

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

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

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

### **3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)**

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that

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section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Treatment of Certain Rights.

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) other similar interests.

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

(f) Disclosure. The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

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

(End of clause)

**3052.215-70 Key Personnel or Facilities (Dec 2003)**



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

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

The Key Personnel or Facilities under this Contract: see Section L (Facility Staffing Plan and Key Personnel) and Section C (Statement of Work).

### **3052.225-70 Requirement for Use of Certain Domestic Commodities (Aug 2009)**

(a) Definitions. As used in this clause--

(1) "Commercial," as applied to an item described in subsection (b) of this clause, means an item of supply, whether an end product or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(2) "Component" means any item supplied to the Government as part of an end product or of another component.

(3) "End product" means supplies delivered under a line item of this contract.

(4) "Non-commercial," as applied to an item described in subsections (b) or (c) of this clause, means an item of supply, whether an end product or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(5) "Qualifying country" means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.

(6) "United States" includes the possessions of the United States.

(b) The Contractor shall deliver under this contract only such of the following commercial or non-commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or

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(2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying equipment (such as field packs), textile marine equipment, parachutes or bandages.

(c) The Contractor shall deliver under this contract only such of the following non-commercial items, either as end products or components that have been grown, reprocessed, reused, or produced in the United States:

(1) Cotton and other natural fiber products. (2) Woven silk or wovensilk blends.  
(3) Spun silk yarn for cartridge cloth.

(4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).

(5) Canvas products.

(6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).

(d) This clause does not apply--

(1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool is not more than 10 percent of the total price of the end product; or

(3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.

### **ICE Information Governance and Privacy Requirements Clause (JUL 2017)**

**Guidance:** 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 IGP clause must be included in its entirety in all contracts. No section of this clause may be read as self-deleting unless the terms of the contract meet the requirements for self-deletion as specified in this clause.

#### **A. Limiting Access to Privacy Act and Other Sensitive Information**

##### *(1) Privacy Act Information*

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at [www.dhs.gov/privacy](http://www.dhs.gov/privacy).

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Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at <http://www.gpo.gov/fdsys/>. SORNS may be updated at any time.

### *(2) 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 remain within the confines of authorized Government networks at all times. 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 remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

### *(3) Prior Approval Required to Hire Subcontractors*

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

### *(4) Separation Checklist for Contractor Employees*

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

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

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, 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.

## **B. Privacy Training, Safeguarding, and Remediation**

*If the Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses are included in this contract, section B of this clause is*

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### *deemed self- deleting.*

#### *(1) Required Security and Privacy Training for Contractors*

Contractor shall provide training for all employees, including Subcontractors and independent contractors who have access to sensitive personally identifiable information (PII) as well as the creation, use, dissemination and/or destruction of sensitive PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle sensitive PII, including security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of sensitive PII. All Contractor employees are required to take the *Privacy at DHS: Protecting Personal Information* training course. This course, along with more information about DHS security and training requirements for Contractors, is available at [www.dhs.gov/dhs-security-and-training-requirements-contractors](http://www.dhs.gov/dhs-security-and-training-requirements-contractors). The Federal Information Security Management Act (FISMA) requires all individuals accessing ICE information to take the annual Information Assurance Awareness Training course. These courses are available through the ICE intranet site or the Agency may also make the training available through hypertext links or CD. The Contractor shall maintain copies of employees' certificates of completion as a record of compliance and must submit an annual e-mail notification to the ICE Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.

#### *(2) Safeguarding Sensitive PII Requirement*

Contractor employees shall comply with the Handbook for Safeguarding sensitive PII at DHS at all times when handling sensitive PII, including the encryption of sensitive PII as required in the Handbook. This requirement will be flowed down to all subcontracts and lower tiered subcontracts as well.

#### *(3) Non-Disclosure Agreement Requirement*

All Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (DHS Form 11000-6) prior to commencing work. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.

#### *(4) Prohibition on Use of PII in Vendor Billing and Administrative Records*

The Contractor's invoicing, billing, and other financial/administrative records/databases may not store or include any sensitive Government information, such as PII that is created, obtained, or provided during the performance of the contract. It is acceptable to list the names, titles and contact information for the Contracting Officer, Contracting Officer's Representative, or other ICE personnel associated with the administration of the contract in the invoices as needed.

#### *(5) Reporting Suspected Loss of Sensitive PII*

Contractors must report the suspected loss or compromise of sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the

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potential loss or compromise of sensitive PII.

2. The Contractor must report the suspected loss or compromise of sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.

3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of sensitive PII by its employees or Subcontractors. The report must contain the following information:

- a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
- b. Date, time, and location of the incident.
- c. Type of information lost or compromised.
- d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
- e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
- f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.
- g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
- h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

5. At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access sensitive PII or to work on that contract based on their actions related to the loss or compromise of sensitive PII.

### *(6) Victim Remediation*

The Contractor is responsible for notifying victims and providing victim remediation services in the event of a loss or compromise of sensitive PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose sensitive PII was lost or compromised.

## **C. Government Records Training, Ownership, and Management**

### *(1) Records Management Training and Compliance*

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(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

### *(2) Records Creation, Ownership, and Disposition*

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

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

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

## **D. Data Privacy and Oversight**

***Section D applies to information technology (IT) contracts. If this is not an IT contract, section D may read as self-deleting.***

### *(1) Restrictions on Testing or Training Using Real Data Containing PII*

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or

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training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

***If this IT contract contains the Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses, section D(2) of this clause is deemed self-deleting.***

### *(2) Requirements for Contractor IT Systems Hosting Government Data*

The Contractor is required to obtain a Certification and Accreditation for any IT environment owned or controlled by the Contractor or any Subcontractor on which Government data shall reside for the purposes of IT system development, design, data migration, testing, training, maintenance, use, or disposal.

### *(3) Requirement to Support Privacy Compliance*

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website ([www.dhs.gov/privacy](http://www.dhs.gov/privacy)) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) 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 "Key Personnel." 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 Office, the Office of the Chief Information Officer, and the Records Management Branch 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 Office 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.

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- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) 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 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 Office and other offices are answered in a timely fashion.

### **INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)**

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31<sup>st</sup> of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer’s Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31<sup>st</sup> of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information



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Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements.* All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take *Privacy at DHS: Protecting Personal Information* before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31<sup>st</sup> of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31<sup>st</sup> of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

### **SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)**

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

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

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

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PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

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

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

“Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples

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of such PII include: Social Security numbers (SSN), driver's license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual's name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

Other PII may be "sensitive" depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities.* The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

- (1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and

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Instructions. *MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information* describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The *DHS Sensitive Systems Policy Directive 4300A* and the *DHS 4300A Sensitive Systems Handbook* provide the policies and procedures on security for Information Technology (IT) resources. The *DHS Handbook for Safeguarding Sensitive Personally Identifiable Information* provides guidelines to help safeguard SPII in both paper and electronic form. *DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program* establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute *DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(e) *Authority to Operate*. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

(1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.

(i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for

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acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.

(ii) *Independent Assessment.* Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in *NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations*. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.

(iii) *Support the completion of the Privacy Threshold Analysis (PTA) as needed.* As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) *Renewal of ATO.* Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods:

(1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) *Security Review.* The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation,

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databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, 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 Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Continuous Monitoring.* All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with *FIPS 140-2 Security Requirements for Cryptographic Modules* and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.

(5) *Revocation of ATO.* In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

(6) *Federal Reporting Requirements.* Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

(f) *Sensitive Information Incident Reporting Requirements.*

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with *4300A Sensitive Systems Handbook Incident Response and Reporting* requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To

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transmit sensitive information, the Contractor shall use *FIPS 140-2 Security Requirements for Cryptographic Modules* compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in *4300A Sensitive Systems Handbook Incident Response and Reporting*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Data Universal Numbering System (DUNS);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) Contracting Officer POC (address, telephone, email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;
- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

### *(g) Sensitive Information Incident Response Requirements.*

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

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- (i) Inspections,
- (ii) Investigations,
- (iii) Forensic reviews, and
- (iv) Data analyses and processing.

(4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(h) *Additional PII and/or SPII Notification Requirements.*

(1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the *DHS Privacy Incident Handling Guidance*. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

(2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.

(i) *Credit Monitoring Requirements.* In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

(1) Provide notification to affected individuals as described above; and/or

(2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;



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- (ii) Daily customer service;
- (iii) Alerts provided to the individual for changes and fraud; and
- (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

(3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(i) *Certification of Sanitization of Government and Government-Activity-Related Files and Information.* As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in *NIST Special Publication 800-88 Guidelines for Media Sanitization*.

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**[END OF SECTION I]**

**SECTION J:  
LIST OF ATTACHMENTS**

*(Note: All Attachments, Enclosures and Addendums shall be incorporated directly or by reference into any resulting contract.)*

| <b>IHSC Attachments</b> |  |
|-------------------------|--|
| Attachment 1:           | ICE Health Service Corps National Formulary FY 2018                          |
| Attachment 2:           | ICE Health Service Corps Request for Non-Formulary Medication                |
| Attachment 3:           | IHSC Minimum Staffing Requirements by Facility Size per 2011 PBNDS Standards |
| Attachment 4:           | Intake Screening   |
| Attachment 5:           | IHSC Sample Clinical Guidelines  |
| Attachment 6:           | Quality of Medical Care (QMC) Inspection Worksheet                           |
| Attachment 7:           | ICE Health Service Corps Incident Reporting Document                         |
| Attachment 8:           | IGSA Health Delivery System Profile  |
| Attachment 9:           | eHR Requirement Traceability Matrix  |

| <b>Proposal Attachments</b> |  |
|-----------------------------|--|
| Attachment 10:              | Past Performance Questionnaire   |
| Attachment 11:              | Cost and Pricing Summary   |
| Attachment 12:              | Detention Services Cost Statement  |
| Attachment 12A:             | Detention Services Cost Statement User Handbook for ICE-Dedicated Facilities |
| Attachment 13:              | RFP Questions Template   |
| Attachment 14:              | Preparation of NEPA Compliance Documentation                                 |

| <b>Contract Attachments</b> |   |
|-----------------------------|---|
| Attachment 15:              | Wage Determination 2015-5017, Rev.-11                                       |
| Attachment 15A:             | Davis-Bacon Act Wages: IL190009   |
| Attachment 16:              | Prison Rape Elimination Act Regulations                                     |
| Attachment 17:              | Performance-Based National Detention Standards (PBNDS) 2011w/2016 Revisions |
| Attachment 18:              | Quality Assurance Surveillance Plan   |
| Attachment 18A:             | Performance Requirements Summary  |
| Attachment 18B:             | Contract Discrepancy Report   |
| Attachment 19:              | G-391 Data Collection Categories and Descriptions                           |
| Attachment 19A:             | G-391 Upload Template   |

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|                |   |
|----------------|---|
| Attachment 20: | Interim ICE Firearms Policy             |
| Attachment 21: | Operations of ERO Holding Facilities    |
| Attachment 22: | ICE Suitability Screening Requirements  |
| Attachment 23: | Personal Property Operations Handbook   |
| Attachment 24: | ICE Body Armor Policy                   |
| Attachment 25: | Authorized Restraint Devices Guidelines |
| Attachment 26: | Interim Use of Force Policy             |
| Attachment 27  | Minimum Standards Addendum              |

| <b>Contract Detention Facility Design Standards Addendums</b> |  |
|---|--|
| Addendum A  | Executive Office for Immigration Review Design Standards |
| Addendum B  | Structure Cable Plant Standard                           |

| <b>Contract References</b>   |   |
|--|---|
| Performance-Based National Detention Standards (PBNDS) 2011 w/2016 Revisions | <a href="http://www.ice.gov/detention-standards/2011/">http://www.ice.gov/detention-standards/2011/</a> |
| American Correctional Association (ACA)                                      | <a href="http://www.aca.org/">http://www.aca.org/</a>   |
| National Commission on Correctional Health Care (NCCHC)                      | <a href="http://www.ncchc.org/">http://www.ncchc.org/</a>   |

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**[END OF SECTION J]**

**SECTION K:  
REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORS OR  
RESPONDENTS**

**K1. PROVISIONS INCORPORATED BY REFERENCE**

| <b>Number</b> | <b>Titles</b>   | <b>DATE</b> |
|---------------|---|-------------|
| 52.203-11     | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions   | Sep 2007    |
| 52.204-5      | Women-Owned Business (Other Than Small Business)  | Oct 2014    |
| 52.204-17     | Ownership or Control of Offeror   | Jul 2016    |
| 52.209-2      | Prohibition on Contracting with Inverted Domestic Corporations- Representation.   | Nov 2015    |
| 52.222-38     | Compliance with Veterans' Employment Reporting Requirements   | Feb 2016    |
| 52.223-1      | Biobased Product Certification  | May 2012    |
| 52.223-4      | Recovered Material Certification  | May 2008    |
| 52.225-25     | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certification | Oct 2015    |

**K2. PROVISIONS INCORPORATED IN FULL TEXT**

**52.203-2 Certificate of Independent Price Determination (Apr 1985)**

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

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\_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**52.204-8 Annual Representations and Certifications (Jan 2018)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 561612.

(2) The small business size standard is \$20.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

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(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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- (xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.
- (xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
  - (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.
  - (D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
|            |       |      |        |
|            |       |      |        |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

**52.204-20 Predecessor of Offeror (Jul 2016)**

(a) *Definitions.* As used in this provision--

“Commercial and Government Entity (CAGE) code” means--

- (1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file.

This type of code is known as a NATO CAGE (NCAGE) code.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_\_.

(Do not use a “doing business as” name).

**52.209-5 Certification Regarding Responsibility Matters (Oct 2015)**



## Section K

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing,

the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **52.209-7 Information Regarding Responsibility Matters (Jul 2013)**

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission

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Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror  **has**  **does not have** current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

Section K

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

**52.209-11 -- Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**52.215-6 -- Place of Performance (Oct 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

| <b>Place of Performance (Street Address, City, State, County, Zip Code)</b> | <b>Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent</b> |
|---|--|
|   |  |

**52.219-1 – Small Business Program Representation (Oct 2014)**

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

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“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.

(2) The small business size standard is \$20.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations.*

(1) The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

## Section K

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]* The offeror represents as part of its offer that--

(i) It  is,  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.]*

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that –

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.]*

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.*

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(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

### **52.222-22 – Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that --

- (a) It \* has, \* has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It \* has, \* has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

### **52.222-25 – Affirmative Action Compliance (Apr 1984)**

The offeror represents that --

- (a) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

### **52.225-20 – Prohibition on Conducting Restricted Business Operations in Sudan—Certification (Aug 2009)**

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

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- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education;  
or
- (6) Have been voluntarily suspend.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

**K3. CLAUSES INCORPORATED BY REFERENCE**

**52.204-19      Incorporation by Reference of Representations and Certifications      (Dec 2014)**

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**[END OF SECTION K]**



**SECTION L:  
INSTRUCTIONS, CONDITIONS, AND  
NOTICES TO CONTRACTORS**

**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. The Contractor is cautioned that the listed provisions may include blocks that must be completed by the Contractor and submitted with its proposal or offer. In lieu of submitting the full text of those provisions, the Contractor may identify the provision by paragraph identifier and provide the appropriate information with its proposal or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<https://www.acquisition.gov/far/> .

|                  |   |                   |
|------------------|---|-------------------|
| <b>52.204-7</b>  | <b>System for Award Management</b>                              | <b>(OCT 2016)</b> |
| <b>52.204-16</b> | <b>Commercial and Government Entity Code Reporting</b>          | <b>(JUL 2016)</b> |
| <b>52.207-1</b>  | <b>Notice of Standard Competition</b>                           | <b>(MAY 2006)</b> |
| <b>52.215-1</b>  | <b>Instructions to Contractors—Competitive</b>                  | <b>(JAN 2017)</b> |
| <b>52.222-24</b> | <b>Preaward On-Site Equal Opportunity Compliance Evaluation</b> | <b>(FEB 1999)</b> |

**L.2 PROVISIONS INCORPORATED IN FULL TEXT**

**52.216-1 Type of Contract (APR 1984)**

The Government anticipates the award of a hybrid Firm-Fixed Price/Labor Hour Indefinite Delivery Indefinite Quantity contract to a single contractor as a result of this solicitation.

**52.233-2 Service of Protest (SEPT 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer  
Immigration & Customs Enforcement  
Office of Acquisition Management – Detention, Compliance & Removals  
801 I Street NW, Suite 9151  
Mail Stop 5750  
Washington, DC 20536

(b) The copy of any protest shall be received in the office designated above within one day of

## Section L

filing a protest with the GAO.

### **L.3 CLAUSES INCORPORATED BY REFERENCE**

|                    |  |                   |
|--------------------|--|-------------------|
| <b>52.204-18</b>   | <b>Commercial and Government Entity Code Maintenance</b> | <b>(Jul 2016)</b> |
| <b>3052.219-71</b> | <b>DHS Mentor Protégé Program</b>                        | <b>(Jun 2006)</b> |

### **L.4 PAYMENT OF PROPOSAL COSTS**

This solicitation does not commit the Government to pay any cost incurred in the submission of the proposal or in making necessary studies or designs for the preparation thereof, nor to contract for services or supplies.

### **L.5 PROPOSAL SUBMISSION INSTRUCTIONS**

#### **1. General**

Offerors are requested to demonstrate their expertise through a written proposal. Proposals shall be separated into four (4) Volumes (Volume I – Demonstrated Technical and Management Capability Proposal, Volume II – Past Performance Proposal, Volume III – Price/Cost Proposal and Volume IV - Environmental). Volumes I, II and III shall be submitted in softcopy format only via email to [OAQDCRSW@ice.dhs.gov](mailto:OAQDCRSW@ice.dhs.gov). The Volume IV Environmental proposal shall be submitted in hardcopy and softcopy format (CD-ROM). The hardcopy format of the Volume IV Environmental proposal shall be submitted with text no smaller than 12-point type on standard 8 ½ by 11 inch paper. Fold outs are permitted on paper up to 11x17 inch paper.

With regard to all four volumes, font size smaller than 12-point may be used for graphics and tables. However, illegible fonts shall not be evaluated.

Failure to fully adhere to the prescribed format shall result in the Contractor's disqualification from the competition.

#### **2. Volume I - Demonstrated Technical/Management Capability:**

One (1) emailed softcopy Demonstrated Technical/Management Capabilities proposal must be submitted by the proposal submission deadline. Failure to fully adhere to the prescribed format shall result in the Offeror's disqualification from the competition. The softcopy version of the Demonstrated Technical/Management Capabilities proposal shall be submitted via email to [OAQDCRSW@ice.dhs.gov](mailto:OAQDCRSW@ice.dhs.gov) before the proposal submission deadline in MS Word, MS Excel, or PDF format or a combination thereof. Emails sent to the [OAQDCRSW@ice.dhs.gov](mailto:OAQDCRSW@ice.dhs.gov) inbox shall not exceed 20 MB (Megabytes) each. There is no page limit to the Demonstrated Technical / Management Capabilities proposal.

#### **3. Volume II Past Performance:**

One (1) emailed softcopy Past Performance proposal must be submitted by the proposal

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submission deadline. The Volume II Past Performance proposal shall be prepared in accordance with the instructions at Paragraph L.7 of this solicitation and submitted in a separate volume from the Demonstrated Technical/Management Capabilities, Price/Cost proposal, and Environmental proposal. The Volume II Past Performance proposal shall be submitted with text no smaller than 12-point type. The Volume II Past Performance proposal shall be submitted via email to [OAQDCRSW@ice.dhs.gov](mailto:OAQDCRSW@ice.dhs.gov) before the proposal submission deadline in MS Word, MS Excel, or PDF format or a combination thereof. Additionally, all Attachment 10 – Past Performance Questionnaires must be sent to [OAQDCRSW@ice.dhs.gov](mailto:OAQDCRSW@ice.dhs.gov) before the proposal submission deadline. Emails sent to the [OAQDCRSW@ice.dhs.gov](mailto:OAQDCRSW@ice.dhs.gov) inbox shall not exceed 20 MB (Megabytes) each.

### 4. **Volume III Price/Cost Proposal:**

One (1) emailed softcopy Price proposal must be submitted by the proposal submission deadline. The Price/Cost proposal (Volume III) shall be submitted in accordance with Attachment 11 – Contractor Cost/Pricing Summary (including completing Enclosures 1 & 2 within Attachment 11). Offerors must also complete and submit Attachment 12 – (Detention Services Cost Statement [DSCS]) in its entirety. The Volume III Price/Cost proposal shall be submitted in a separate volume from the Demonstrated Technical/Management Capabilities proposal, Past Performance proposal and Environmental proposal and shall contain text no smaller than 12-point type. The Volume III Price/Cost proposal shall be submitted via email to [OAQDCRSW@ice.dhs.gov](mailto:OAQDCRSW@ice.dhs.gov) before the proposal submission deadline in MS Word, MS Excel, or PDF format or a combination thereof. Emails sent to the [OAQDCRSW@ice.dhs.gov](mailto:OAQDCRSW@ice.dhs.gov) inbox shall not exceed 20 MB (Megabytes) each.

### 5. **Volume IV Environmental:**

One (1) copy of the hardcopy Volume IV Environmental proposal and one (1) CD-ROM softcopy must be submitted by the proposal submission deadline. The Volume IV Environmental proposal shall be submitted in a separate volume from the Demonstrated Technical/Management Capabilities proposal, Past Performance proposal, and Price/Cost proposal and the hardcopy format shall contain text no smaller than 12-point type on standard 8 ½ by 11 inch paper with fold outs on paper up to 11 x 17 in paper. The softcopy format shall be submitted in one (1) CD-ROM with the hardcopy proposal before the proposal submission deadline in MS Word format.

### 6. **Submission Deadline:**

Volumes I, II, III and IV proposals must be submitted in all required formats before the proposal deadline.

The submission deadline for complete proposal packages is **14:00 Eastern June 7, 2019**. Volumes I, II and III softcopy proposals shall be sent to the following email address:

[OAQDCRSW@ice.dhs.gov](mailto:OAQDCRSW@ice.dhs.gov)

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Offerors' complete submissions of Volumes I, II, III must be received by the Contract Specialist at **OAQDCRSW@ice.dhs.gov** and the complete Volume IV submission must be received at the physical address stated in this Section L.5.6 by the closing date and time stated above in order to be considered for award. Receipt of offers by ICE at the specified email address by the specified closing date and time is the sole responsibility of the Offeror. **ICE shall not be responsible for late or non-delivery of Offerors' proposals due to IT problems, server or other technical issues. It is strongly recommended that Offerors request confirmation of receipt on any proposal submissions to ensure timely receipt by ICE. In order to ensure timely receipt of proposals, Offerors should NOT wait until the last moment to electronically submit proposals.** Proposals submitted by FAX or any other means not described in this solicitation shall not be accepted.

Email submissions must be clearly marked: *"70CDCR19R00000010 Volume(s) \_\_ Proposal"* in the subject line of the email(s). All submissions must clearly reference the RFP number 70CDCR19R00000010.

Hardcopy Volume IV Environmental proposal submissions must be clearly marked *"Solicitation 70CDCR19R00000010 – Volume IV Proposal"* on the outside of the package and delivered to the following address:

U.S. Department of Homeland Security  
Immigration & Customs Enforcement – OAQ/DCR  
801 I Street, NW Suite 9103  
Mail Stop 5750  
Phone (202)732-7020  
Washington, DC 20536

Offerors and/or couriers may be required to walk through a metal detector, have all belongings (including the proposal submission package) screened by an x-ray system, show valid picture identification, and sign a visitor's log. Guards will telephone either the Contract Specialist or CO to announce their arrival and request an ICE employee come to the visitor's lobby to receive the package. These procedures will require extra time. Therefore, offerors shall ensure that any commercial delivery service or company employee have appropriate identification, and allow extra time for hand carried deliveries. Delays encountered at the guard desk or refusal of admission does not constitute excusable delays. Offerors' submissions shall be received by the Contract Specialist by the closing date and time stated above in order to be considered for award. Receipt of offers by ICE at the specified location(s) in all required formats by the specified closing date and time shall the sole responsibility of the offeror. Submissions should be clearly marked: ***"Solicitation 70CDCR19R00000010 – Volume IV Proposal"*** on the outermost mailing envelope or box and in the subject line of the email(s).

### **L.6 RECEIPT OF PROPOSALS AND LATE SUBMISSIONS**

Receipt of the complete proposal package will be governed by FAR 15.208. All required volumes must be received by the submission deadline. To be considered timely, proposals must be received at the specified time to the correct email addresses. Proposals, including

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modifications, received at the issuing office after the closing date and time specified in this solicitation will be considered as late submissions and will be eliminated from further consideration.

Offerors who require an email notification of receipt of the proposal shall provide this request prior to closing time to ensure the Contract Specialist is able to receive the proposal timely and provide the response. All submissions must reference the RFP number 70CDCR19R00000010.

### **L.7 PROPOSAL PREPARATION INSTRUCTIONS**

The following instructions are provided to assist the Contractor in understanding the information needed to make an objective selection of the Contractor for this proposed procurement. Since this information constitutes the major basis for formal judgment, it will be advantageous to the Contractor to present a proposal in a clear, concise manner and in terms understandable to those who may be unfamiliar with the Contractor's detailed intentions and reasoning process. Responses should follow the SOW to the extent practicable. All elements of the Offeror's submitted proposal that are accepted in response to this solicitation will be incorporated directly into the final contract.

#### **1) General Information**

The proposal must be sufficiently detailed and complete to demonstrate an understanding of an ability to comply with the requirements of the Request for Proposal (RFP). The proposal shall demonstrate such understanding and ability in a concise, logical manner, and should not contain superfluous material that is not related directly to this acquisition. General statements that the Contractor "can comply" or "will comply" with the requirements, that "standard procedures will be used," "well known techniques will be used," or that paraphrase the SOW in whole or part WILL NOT constitute compliance with the requirements concerning the content of the Demonstrated Technical/Management Capabilities proposal. Contractors must demonstrate capability of performing all tasks, and providing all contract deliverables, outlined in this solicitation, including the SOW and all attachments.

The proposal shall be submitted in four (4) separate Volumes:  
Volume I - Demonstrated Technical/Management Capability  
Volume II - Past Performance  
Volume III - Cost/Price  
Volume IV - Environmental

Each proposal shall: (1) be specific and complete in every detail; (2) conform to all solicitation provisions, clauses, or other requirements; (3) be logically assembled, practical, legible, clear, concise, coherent; and indexed (cross-indexed, where appropriate); and (4) contain appropriately numbered pages of each volume or part.

Pricing data shall not be included in Volume I, Volume II or Volume IV.

Revisions, if requested by the Government at a later date, must be made in writing and incorporated into the proposal text to be evaluated by the Government.

**2) Separation of Volumes**

Each volume shall be written on a stand-alone basis. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. Information required for each proposal evaluation factor, which is not found in its designated volume, will be assumed to have been omitted from the proposal.

Proposal volumes shall be limited to the following submissions:

**Volume I: Demonstrated Technical/Management Capability Proposal (Factor I):**

- 1) Technical Management Approach (Factor 1/Sub-Element 1)
- 2) Quality Control Plan (Factor 1/Sub-Element 2)
- 3) Transition Plan (Factor 1/Sub-Element 3)
- 4) Staffing Plan and Key Personnel Resumes (Factor/Sub-Element 4)
- 5) Demonstrated Compliance with Standards (Factor 1/Sub-Element 5)

**Volume II: Past Performance**

- 1) Past Performance (Factor II)

**Volume III: Price/Cost Proposal (Factor III):**

- 1) Legal Offer: Identification and Cover Letter
- 2) Signed SF 33
- 3) Section K
- 4) Attachment 11 – Contractor Cost/Pricing Summary
- 5) Attachment 12 – Detention Services Cost Statement (DSCS)

**Volume IV: Environmental (Factor IV):**

- 1) Documentation in accordance with Section J Attachment 14 – Preparation of NEPA Compliance Documentation

**3) DEMONSTRATED TECHNICAL/MANAGEMENT CAPABILITY PROPOSAL CONTENT (Volume I)**

**FACTOR 1/SUB-ELEMENT 1- Technical Management Approach:**

At a minimum the offeror shall:

- Articulate the extent to which the Offeror’s operational capability can meet the Government’s preference for a technical solution which provides for a capacity of up to 7,500 beds.
- Articulate how the Offeror’s proposed facility site location(s) aligns with ICE’s preferred locations as described in SOW Section C.II.A., and how the Offeror shall coordinate its proposed Detention and Transportation services between one or more locations within 200 miles of the U.S. Southwest border including any Transportation

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routes/locations specified in Section C of the solicitation.

- Provide a technical solution in response to the Statement of Work (SOW). The technical solution may involve the use of an existing facility, the renovation of an existing facility or new construction. A concept design of the proposed facility must be provided. The design should be innovative and feasible, and meet the minimum requirements of the SOW, RFP and design standards therein.
- Articulate its understanding of the SOW.
- Articulate how it specifically plans to help ERO achieve the requirements of the SOW through its technical solution.
- Articulate how it will acquire and maintain a reserve guard force for temporary or emergency staffing that is sufficient to meet the requirements of the SOW.
- Articulate its understanding of all medical requirements, including a demonstration of the ability to provide all necessary facilities, equipment, supplies, staffing and IT resources.
- Provide a Management Plan demonstrating the Offeror's understanding of the management and business approaches to coordinate, perform, integrate, control, and accomplish the SOW requirements. The Offeror shall provide a management plan that addresses, at a minimum, the following areas:
  - Understanding of the relevance of the SOW to successful contract performance.
  - Understanding of how management differs from supervision in the context of the SOW.
  - An explanation of how the Contractor specifically plans to help ERO achieve its mission.
  - Proposed management structure, including clear lines of authority and communications to perform the requirements of the SOW.
  - Description and diagram of the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any Subcontractor(s).
  - Authority and responsibility vested in key personnel and their access to corporate or company resources to support the contract through all phases.
  - Proposed subcontracting arrangements, if any, and the effectiveness of the proposed approach for managing these arrangements to assure that the Government receives services conforming to contract requirements.
  - Proposed corporate policies and procedures relating to the requirement.
  - Approach to performing the requirements of the SOW under a firm fixed price/labor hour hybrid contract and ensuring quality performance.
  - Identification of management risk areas and recommended approaches to minimize the probability and impact of those risks.

**FACTOR 1/SUB-ELEMENT 2 - Quality Control Plan:** The Contractor shall describe its approach to planning and executing a quality control and assurance process throughout the life of the contract that will fully meet the standards required by the contract.

At a minimum, the Quality Control Plan shall demonstrate the Contractor's ability to self-monitor with regard to:

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- Inspections
- Methodology
- Supervisory Plan
- Communication Plan
- Emergency Food Service Plan

**FACTOR 1/SUB-ELEMENT 3 - Transition Plan:** The Transition Plan shall illustrate how the Contractor will ramp up for full performance under the contract, up to full facility capacity, and obtain a Notice to Proceed (NTP) within 60 days. The Transition Plan shall address, at a minimum, the following areas:

- Completion, in its entirety, of all ramp-up activities within 60 days to obtain the NTP and allow housing of ICE detainees at full facility capacity.
- Recruitment of adequate and available staff.
- Training of new and incumbent employees.
- Licenses and Permits obtained prior to performance.
- Insurance obtained prior to performance and in compliance with clause H-1.
- Background Investigations; all employees are cleared in accordance with Section H.
- Inventory of Proposed Security / Enforcement Equipment is adequate to deal with a disturbance.
- Estimate of and supporting rationale for the number of incumbent contractor employees expected to be hired.
- Implementation schedule of tasks to be completed by the Offeror during Phase- In. The schedule shall include at a minimum, but not limited to, medical screening, physical agility testing, psychological screening, interviews, vehicle assessments, uniform fitting, furniture and equipment ordering, training, weapons systems qualifications, standard operating procedure development, and any other elements that create risk in the schedule.
- Schedule for certifying and training Contractor personnel (including key personnel) to assume operational responsibilities and SOW requirements at contract start. Include approach to conducting required SOW fitness screening requirements to ensure personnel suitable at contract start.
- Identification of Phase-In risk areas and recommend approaches to minimize the probability and impact of those risks.
- Ramp down at the conclusion of the contract. This includes providing a Ramp Down Plan addressing operational plans to transition all Contractor provided services to the Government and/or another Contractor, and providing an Operational Data/ Metrics Summary which captures the ADP for the facility, monthly number of transportation miles (including number of routes, number of miles per route, etc.).

**FACTOR 1/SUB-ELEMENT 4 - Staffing Plan and Key Personnel/Resumes:** The Contractor shall identify the total work force (including Subcontractors) that will be used to perform all services described in the SOW. The Staffing Plan shall include an organizational chart with all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will provide services under this contract. Please see the staffing plan template below.



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| Position                        | Non- Shift<br>(9:00am<br>– 5:00pm) | Day Shift<br>(5:45am<br>– 2:00pm) | Swing Shift<br>(1:45pm<br>– 10:00pm) | Grave Shift<br>(9:45pm<br>– 6:00am) | Posts | Days     | Relief<br>Factor | FTE |
|---------------------------------|------------------------------------|-----------------------------------|--------------------------------------|-------------------------------------|-------|----------|------------------|-----|
| Example<br>Detention<br>Officer | 1                                  | 0                                 | 0                                    | 0                                   | 1     | 5<br>Day | 1                | 1   |

**List of Key Personnel / Resumes:** The Contractor shall provide a minimum of one (1) resume for each key personnel identified in the SOW. The Contractor shall propose candidates that clearly possess all of the demonstrated experience and knowledge required in the SOW. Note: Offerors shall notify the Contracting Officer of any pre-award Key Personnel changes due to any unforeseen instances of staffing inavailability, but these Key Personnel changes shall not otherwise entitle Offerors to a proposal revision.

**FACTOR 1/SUB-ELEMENT 5 - Compliance with Standards:** At a minimum, the Offeror shall identify how it will ensure compliance with the following standards, or include a waiver request with their proposal:

- All mandatory requirements of the 2011 Performance Based National Detention Standards (PBNDS 2011) with 2016 revisions.
- Prison Rape Elimination Act (PREA) standards for DHS detention facilities.
- Other Local, State and Federal Standards (i.e. state licenses, permits, etc.)

**4) FACTOR 2 - PAST PERFORMANCE (Volume II):**

Contractors and Subcontractors shall provide contact information separate from the Past Performance Questionnaires (Attachment 10) for no more than four (4) recent and relevant contracts for the same or similar services where the period of performance occurred at least in part after January 1<sup>st</sup>, 2016. This information submitted shall contain such information as:

- a. Contract Number (RFP Numbers will not be accepted)
- b. Duration of services provided
- c. Summary of the project;
- d. Detailed description of the work performed and result achieved;
- e. Explanation of how the work performed is similar in scope and complexity to that described in the PWS;
- f. Project schedule, i.e. – major milestones, tasks, deliverables,. Include explanation of any delays;
- g. Problems encountered and corrective actions taken;

Caution. Offerors are reminded of the penalties for making false statements prescribed by 18 U.S.C. 1001.

Contractors without a record of recent and relevant past performance or for whom information on past performance is not available will receive a neutral rating, as required by FAR Part 15.305(a)(2)(iv).

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Past performance is a measure of how well Contractors and Subcontractors have satisfied customers, adhered to applicable Federal, state, and local laws and regulations, and conducted its business in an ethical manner. Contractors may provide information on problems encountered on the identified contracts, and the Contractor's corrective actions. Contractors are encouraged to submit past performance information for any major Subcontractor(s) being proposed for this effort for no more than four (4) recent and relevant contract. Subcontractors without a record of relevant past performance or for whom information on past performance is not available will receive a neutral rating.

It is not sufficient to merely state that past or ongoing contracts are similar in size, scope, and complexity to the requirements of the RFP. Rationale shall be provided to convincingly demonstrate that such contracts are indeed similar in size, scope, and complexity. The Contractor is responsible for verifying and ensuring that the information provided in support of its cited past performance is complete, comprehensive, accurate, and current as of the date of submission. The Government will neither make assumptions nor draw inferences regarding missing or incomplete information.

In addition to the submitted questionnaires and past project forms, the Government reserves the right to accomplish an overall past performance evaluation based upon the past performance information obtained through the Contractor Performance Assessment Reporting System (CPARS), Past Performance Information Retrieval System (PPIRS), similar systems of other Government departments and agencies, interviews, and through any other sources known to the Government, including commercial sources.

ICE requires that the Past Performance Questionnaire (Attachment 10) be completed by each reference and submitted by the closing date of the RFP. Please advise your references to fill out the attached Questionnaire and submit it to the point of contact as follows:

Email: [OAQDCRSW@ice.dhs.gov](mailto:OAQDCRSW@ice.dhs.gov)

The Contractor shall use the Past Performance Questionnaire to obtain information for the following services:

- Detention Guard Services
- Armed Transportation Guard Services
- Food Services

The reference should, also, cover subcontracting performance or any partnering relationship proposed in response to this solicitation and their role in the past performance referenced should be identified. The Government may use other information available from Government sources to evaluate a Contractor's past performance. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the Contractor. If a Past Performance Questionnaire is received from a Contractor, it will be rejected and not used for evaluation purposes.

### 5) **FACTOR 3 - PRICE/COST PROPOSAL (Volume III):**

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**Legal Offer (Identification and Cover Letter):** The proposal shall include a cover letter that identifies all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation. It shall state proposal validity through at least 18 months after the proposal submission deadline.

**Signed SF 33:** Blocks 13, 14, 15, 16, and 18 of page 1 of SF 33 shall be completed by Contractors and Block 17 shall be digitally signed to show that the Contractor has read and agrees to comply with all the conditions and instructions provided in the solicitation document.

Offerors shall also complete Attachment 11 (including Attachment 11, Enclosures 1 & 2) and Attachment 12 to this solicitation. Offerors may utilize Attachment 11, Enclosure 3 to provide a pricing narrative, including any proposed discounts. Labor hours quoted should represent fully burdened labor rates. Positions to be fulfilled through the use of a subcontractor(s) should be clearly distinguished from those positions to be fulfilled by the prime.

ICE will not be responsible for any payments, costs, or contract financing for construction to create or remodel the detention facility for its intended purpose under the contract. Proposals which include such costs or financing may be ineligible for award. This does not preclude ICE from reimbursing the contractor under the Changes clause for requested changes to the facility after the Contractor has obtained its Notice to Proceed and begun accepting detainees.

### Contingency Pricing:

- Contractors shall not include contingency allowances to cover increased costs for which adjustments are provided under Federal Acquisition Regulation (FAR) Clause 52.222-43 – Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (May 2014).
- In addition to increases to wages and fringe benefits prescribed by a revised wage determination, including bona fide fringe benefits specifically called out in a collective bargaining agreement, ICE may consider increases to other direct costs brought about by the contractor's cost of compliance with the terms of a revised wage determination (e.g. state gross receipts tax). Any price adjustment request associated with such other direct cost(s) shall be supported by documentation demonstrating that a contingency covering an increase to the subject cost(s) was not included in the contractor's price proposal accepted by the Government at time of award.

Note: Increases to Supervisor and other Service Contract Act (SCA) exempt wages and benefits are not subject to contract price adjustment in the subsequent ordering periods under FAR 52.222-43(d), unless the positions are expressly covered under a Collective Bargaining Agreement or DOL Wage Determination. For Supervisory and other SCA exempt positions that are not subject to contract adjustment under FAR 52.222-43(d), the contractor is permitted to include a reasonable escalation in subsequent option periods based on the labor market in the geographical area that the effort will be performed.

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### **6) FACTOR 4 – ENVIRONMENTAL (Volume IV)**

Volume IV consists of the offeror's environmental documentation which identifies the potential environmental impacts, proposed mitigation and any other relevant information pertaining to the impacts of the proposed site. The documentation shall be completed in accordance with Section J Attachment 14 - NEPA. Each offeror's environmental documentation will be evaluated in accordance with Section M. Documentation shall be submitted in softcopy via CDROM and hardcopy format. Softcopies must be submitted via CDROM and included in the hardcopy submission package for Volume IV. Softcopy submissions of text documents should be in Microsoft Word Format. The hardcopy format shall be submitted with text no smaller than 12-point type on standard 8 ½ by 11 inch paper. Fold outs are permitted on paper up to 11x17 inch paper.

Offerors shall submit only one proposed site for this requirement. Multiple sites will not be accepted.

**Disclosure of information: Information submitted by any potential offeror in Volume IV shall not be considered “Proprietary Information.” The Government reserves the right to publicly disclose any information submitted.**

#### **L.8 Questions or Clarifications**

All relevant questions or requests for clarification related to Amendment 2 shall be submitted using Attachment 13 (RFP Questions Template). Questions submitted without using the Attachment 13 template, and following the instructions provided therein shall not be given consideration. The form shall be submitted electronically to the following email address: [OAQDCRSW@ice.dhs.gov](mailto:OAQDCRSW@ice.dhs.gov) no later than **May 31, 2019 at 14:00 Eastern**. Questions received after this date and time shall not be addressed. Responses to all relevant questions submitted shall be provided together as an amendment to this solicitation as soon as possible after the time and date listed above. **NOTE:** Any forthcoming amendment issued pursuant to this section shall be limited to the purposes of responding to Offerors' relevant questions or requests for clarification related to this solicitation. ICE shall not address general questions sent to the [OAQDCRSW@ice.dhs.gov](mailto:OAQDCRSW@ice.dhs.gov) inbox on unrelated efforts, ICE operations, nor questions/comments which are irrelevant to this procurement effort.

**[END OF SECTION L]**

**SECTION M:  
EVALUATION FACTORS FOR AWARD**

**M.1 FAR PROVISIONS INCORPORATED IN FULL TEXT**

**52.217-5 Evaluation of Options**

**(JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement.

Evaluation of options will not obligate the Government to exercise the option(s).

**M.2 Award Selection**

The Government reserves the right to award a single contract or multiple contracts to fulfill this requirement. intends to award a contract to the Contractor whose proposal for the services described herein conforms to the solicitation and represents the overall best value to ICE. The best value trade off approach is a method of selecting the proposals that represents the best value to the Government, based on evaluation of each proposal in the following areas:

- 1) Demonstrated Technical/ Management Capability (Volume I, Factor 1):
  - Factor 1/Sub-element 1: Technical Management Approach;
  - Factor 1/Sub-element 2: Quality Control Plan;
  - Factor 1/Sub-element 3: Transition Plan;
  - Factor 1/Sub-element 4: Staffing Plan and Key Personnel Resumes;
  - Factor 1/Sub-element 5: Demonstrated Compliance with Standards;
- 2) Past Performance (Volume II, Factor 2);
- 3) Price (Volume III, Factor 3), and;
- 4) Environmental (Volume IV, Factor 4)

The Government intends to evaluate proposals and award upon initial proposals, reserving the right to award without further discussions. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a Price/Cost and Technical standpoint. Once the Government determines the Contractor that is the best-suited (i.e., the apparent successful contractor), the Government reserves the right to communicate with only that contractor to address any remaining issues, if necessary, and finalize a contract with that contractor. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the government, the Government reserves the right to either communicate with the next best-suited contractor based on the original analysis and address any remaining issues or open negotiations with the most qualified Offerors.

However, the Government reserves the right to enter into discussions, establish a competitive range, and if necessary, request Final Proposal Revisions from Contractors. For evaluation purposes the base and transition periods plus all options will be evaluated together.

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The Government will evaluate proposals in accordance with the requirements of FAR Subpart 15.3, "Source Selection." Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. The Government reserves the right to hold discussions if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral discussions are conducted, the Government will seek revised proposals from Offerors within the competitive range.

At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all Offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the Offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation.

The Source Selection Evaluation Board (SSEB) will present its findings to the Source Selection Authority (SSA). The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.

### **2.1 Evaluation Factors.**

There are four evaluation factors in total for this procurement. These factors are as follows:

- 1) Demonstrated Technical/Management Capability (Volume I);
- 2) Past Performance (Volume II);
- 3) Price/Cost Proposal (Volume III), and
- 4) Environmental (Volume IV);

Specific information regarding each factor is provided below.

#### **2.1.1 Volume I: Demonstrated Technical/Management Capability (Factor 1)**

Volume I Demonstrated Technical/Management Capability includes five sub-elements. All elements under Factor 1 will be rated holistically to comprise one Confidence Level rating. Volume I Demonstrated Technical/Management Capability must demonstrate the Offeror's ability to meet the requirements of the SOW. The ratings for these evaluation factors shall be based upon the following confidence ratings:

|                        |  |
|------------------------|--|
| <b>High Confidence</b> | The Government has high confidence that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the requirement. |
|------------------------|--|

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|                        |  |
|------------------------|--|
| <b>Some Confidence</b> | The Government has some confidence that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the requirement. |
| <b>Low Confidence</b>  | The Government has low confidence that the Quoter understands the requirement, proposes a sound approach, or will be successful in performing the requirement.   |

Overall, the Government will evaluate Offeror’s Demonstrated Technical/ Management Capability proposal based on the Offeror’s demonstrated ability to meet the technical requirements of the SOW including all quality, schedule, safety, location, and operational capability requirements.

**2.1.1 Volume II: Past Performance (Factor 2)**

This factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of the current acquisition. This factor provides an opportunity to evaluate the quality of goods and services provided by the Offerors to the agency and other organizations as either a prime or subcontractor. The Past Performance evaluation assesses the Contractor's performance under previously awarded contracts. The past performance evaluation is an assessment of the Government’s level of confidence in the Offeror’s ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a)(2).

When applying the definitions below to arrive at a confidence rating, the SSEB’s evaluation shall clearly document each Offeror’s relevant past performance (e.g., recency, relevancy, scope, and complexity) to assess the Offeror’s overall confidence rating assigned. The past performance evaluation is an assessment of the Government’s confidence in the Offeror’s ability to perform the solicitation requirements. Past Performance shall be evaluated for each Offeror using the following levels of confidence ratings:

|                           |  |
|---------------------------|--|
| <b>High Confidence</b>    | Based on the Quoter’s recent (since January 1, 2016) and relevant (similar in magnitude and scope of this effort) the Government has a high expectation that the Quoter will successfully perform.   |
| <b>Some Confidence</b>    | Based on the Quoter’s recent recent (since January 1, 2016) and relevant (similar in magnitude and scope of this effort) the Government has a reasonable expectation that the Quoter will successfully perform.  |
| <b>Low Confidence</b>     | Based on the Quoter’s recent recent (since January 1, 2016) and relevant (similar in magnitude and scope of this effort) the Government has a low expectation that the Quoter will successfully perform.   |
| <b>Unknown Confidence</b> | The Offeror does not have recent (since January 1 <sup>st</sup> , 2016) and relevant (similar in magnitude and scope of this effort) performance; or the Offeror’s performance record is so sparse a meaningful confidence rating cannot be reasonably assigned. |

**2.1.2 Volume III: Cost/Price (Factor 3)**

This factor is used to assess what each Offeror’s proposal will cost the Government should it be selected for award. Proposed pricing data may be analyzed to determine the price and associated

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risks of doing business with an Offeror based upon the Offeror's proposed approach for the proposed price. A price analysis will be performed to assess the reasonableness of the proposed prices. The Government will conduct its price analysis using one or more of the techniques specified in FAR 15.404-1(b). The Price/Cost proposal will not be adjectively rated but considered a factor in the best value determination.

### **2.1.3 Volume IV: Environmental (Factor 4)**

Information will be requested of offerors regarding past environmental activities and the environmental condition of the proposed site and institution. Environmental documentation and other information will be required in order to comply with the National Environment Policy Act of 1969 (NEPA) prior to award. The Government will independently evaluate and verify the accuracy of the environmental documentation submitted in accordance with this solicitation.

The Government reserves the right to eliminate proposals based on adequacy of the documentation provided by the offeror or the potential impact to the quality of the human environment. For example, the Government reserves the right to eliminate proposals if, in the opinion of the Government, environmental permits or other similar requirements under NEPA and outside the direct control of Immigration and Customs Enforcement would place in jeopardy the Offeror's ability to obtain a Notice to Proceed.

The Government reserves the right to disclose or make public any environmental documentation or other information provided under this section. Such disclosures would typically occur in Environmental Impact Statements, Environmental Assessments, public hearing, comment periods and other public forums.

The environmental proposal will be rated based on the following table:

| Rating       | Symbol | Definition  |
|--------------|--------|---|
| Sufficient   | S      | Contains sufficient information for ICE to conduct a complete analysis. Environmental Assessment which demonstrates overall understanding of NEPA Act requirements. Minor corrections may be needed.  |
| Insufficient | I      | Fails to contain sufficient information for ICE to conduct a complete analysis. Environmental Assessment provided lacks understanding of NEPA Act requirements. Environmental Assessment would require complete or significant retesting and document generation. |

Sufficient information is defined as: meeting all requirements of the J-14 NEPA attachment. A rating of insufficient will result in the entirety of the offeror's proposal being eliminated from consideration for award.

### **2.2 Methodology of Evaluation**

Each proposal will be evaluated based on effectiveness, expected outcomes, sound business practices, demonstrated understanding of all elements of the technical requirements, and fair and reasonable pricing. Proposals which fail to meet solicitation requirements or do not demonstrate



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a technical understanding of the requirements or schedule may be deemed to be reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection. The Source Selection Authority (SSA) may determine that a superior solution/approach, as determined through the evaluation factors, merits a higher price, and therefore represents the best value to the Government. The SSA, using sound business judgment, will base the selection decision on an integrated assessment of the Offeror's relative capability as measured against the evaluation factors identified in this Section M.

Each proposal submission, as well as each evaluation, shall stand-alone and be decided based on its own merits. The Government intends to evaluate proposals and award upon initial proposals, reserving the right to award without further discussions. Once the Government determines the Contractor that is the best-suited (i.e., the apparent successful contractor), the Government reserves the right to communicate with only that contractor to address any remaining issues, if necessary, and finalize a contract with that contractor. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the government, the Government reserves the right to either communicate with the next best-suited contractor based on the original analysis and address any remaining issues or open negotiations with the most qualified Offerors.

### **M.3 Relative Importance of Factors**

For purposes of this requirement, the following is the relative importance of the factors. The Environmental proposal will be assigned a sufficient/insufficient rating. Once sufficiency is evaluated no further relative importance shall be assigned to the Environmental factor. An offeror whose Volume IV Environmental proposal receives an insufficient rating shall be excluded from further consideration for award.

For Volume I (Demonstrated Technical/Management Capability the sub-elements of Factor 1 shall be equal in importance. Volume I, shall be more important than Past Performance (Volume II, Factor 2). When combined, Demonstrated Technical/Management Capability (Volume I, Factors 1) and Past Performance (Volume II, Factor 2) are significantly more important than Price (Factor 3).

The Government will not make an award at a significantly higher overall price to the Government to achieve only slightly superior technical capability. As the technical merits of competing proposals become comparable, price will become more important in any trade off decisions. Notwithstanding the above, proposals may be removed from competition if they receive an overall "Low Confidence" rating for Factor 1.

The determination of best value will be made by comparing the differences in the confidence levels for the Demonstrated Technical/Management Capability factors and Past Performance factor with the proposed Price. The Government will make this assessment through the tradeoff analysis of benefits of superior abilities and probability of successful contract performance versus the added price. Overall price to the Government may become the ultimate determining factor for award of the contract as proposals become more equal based on other factors.

### **M.4 Evaluation Factors**

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ICE will evaluate the merits of the Offeror's technical approach to provide the services specified in this solicitation. Proposals will be evaluated on the basis of the Offeror's demonstrated understanding of all elements of the technical requirements, the soundness and technical ability of the proposed approach, and the validity of the proposed methodology to meet the requirements of the solicitation. The Government will evaluate all Volume I factors based on the criteria in Section L.5 Proposal Preparation Instructions, Section 3 – Technical Proposal Content. The following elements will be evaluated:

### **4.1 Volume I: Demonstrated Technical/Management Capability (Factor 1)**

The Offeror's Volume I Proposal will be evaluated based on the Offeror's ability to fulfill the technical requirements while meeting quality requirements and the Offeror's business approach. Information submitted in Volume I of the proposal that is not relevant to the Demonstrated Technical/ Management Capability factor will not be evaluated. The integration between the Demonstrated Technical/ Management Capability findings and price is critical to determining price reasonableness. Paraphrasing and merely stating the Offeror understands and will comply with the requirements described in this solicitation; including statements such as "standard procedures will be employed" or "well known techniques will be used", will not be interpreted as demonstrating a sufficient level of awareness and understanding of this solicitation, will not be considered as a tangible response to this solicitation, and may be removed from competition as unresponsive.

The Volume I Demonstrated Technical/Management Capability Factors 1 must demonstrate the Offeror's merit or excellence of the proposed work to be performed and the ability of the Offeror to accomplish what is offered, or the product to be delivered. Volume I includes five sub-elements for Evaluation Factor 1. The sub-elements will be not be rated separately. Instead, all sub-elements concerning Evaluation Factor 1 will be rated holistically.

The Government will evaluate all factors based on the criteria in Section L.7 Proposal Preparation Instructions and will rate each factor in accordance with the adjectival ratings set forth in Section M.2 Award Selection.

#### **4.1.1 Factor 1/Sub-Element 1: Technical Management Approach (Volume I)**

The offeror shall:

- Articulate the extent to which the Offeror can meet the Government's preference for a technical solution which provides for a capacity of up to 7,500 beds.
- Articulate how the Offeror's proposed facility location(s) aligns with ICE's preferred location as described in SOW Section C.II.A., and how the Offeror shall coordinate its proposed Detention and Transportation services between one or more locations within 200 miles of the U.S. Southwest border. including any Transportation routes/locations specified in Section C of the solicitation.
- Provide a technical solution in response to the Statement of Work (SOW). That technical solution may involve the use of an existing facility, the renovation of an existing facility or new construction. A concept design of the proposed facility must be provided. The design should be innovative and feasible, and meet the minimum requirements of the SOW, RFP and design standards therein.

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- Articulate its understanding of the SOW.
- Articulate how it specifically plans to help ERO achieve the requirements of the SOW through its technical solution.
- Articulate how it will acquire and maintain a reserve guard force for temporary or emergency staffing that is sufficient to meet the requirements of the SOW.
- Articulate its understanding of all medical requirements, including a demonstration of the ability to provide all necessary facilities, equipment, supplies, staffing and IT resources;
- Provide a Management Plan demonstrating the Offeror's understanding of the management and business approaches to coordinate, perform, integrate, control, and accomplish the SOW requirements. The Offeror shall provide a management plan that addresses, at a minimum, the following areas:
  - Understanding of the relevance of the SOW to successful contract performance.
  - Understanding of how management differs from supervision in the context of the SOW.
  - An explanation of how the Contractor specifically plans to help ERO achieve its mission.
  - Proposed management structure, including clear lines of authority and communications to perform the requirements of the SOW.
  - Description and diagram of the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any Subcontractor(s).
  - Authority and responsibility vested in key personnel and their access to corporate or company resources to support the contract through all phases.
  - Proposed subcontracting arrangements, if any, and the effectiveness of the proposed approach for managing these arrangements to assure that the Government receives services conforming to contract requirements.
  - Proposed corporate policies and procedures relating to the requirement.
  - Approach to performing the requirements of the SOW under a firm fixed price/labor hour hybrid contract and ensuring quality performance.
  - Identification of management risk areas and recommended approaches to minimize the probability and impact of those risks.

Ratings for this factor will be based on a judgment of the degree to which the Offeror demonstrates its ability to perform the tasks and provide solutions to the requirement.

### **4.1.2 Factor 1/Sub-Element 2: Quality Control Plan (Volume I)**

The Government will evaluate the Offeror's approach to planning and executing a quality control and assurance process throughout the life of the contract fully meets the standards proposed in their offer. The Quality Control Plan demonstrates the Offeror's ability to self-monitor and comply with the ICE Quality Assurance Surveillance Plan (QASP) with regard to:

- Inspections
- Methodology
- Supervisory Plan
- Communication Plan

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- Emergency Food Service Plan
- Ensuring all ACA and PBNDS standards are met or exceeded.
- Ensuring all safety requirements are met (e.g. Occupational Safety and Health Administration [OSHA] standards)
- Demonstrating a thorough understanding of security risk management as it pertains to ICE detention management
- Providing personnel who will be responsible for quality control, safety, compliance, and are knowledgeable in ACA and PBNDS standards

The Offeror shall provide a Quality Control plan in accordance with the solicitation and QASP that identifies the internal review procedures to ensure high quality standards are sustained. The narrative shall contain a company profile showing all highly qualified individuals who will directly supervise or review projects to ensure quality control, which includes any quality control measures for subcontractors resulting in acceptable measures for subcontractors. The narrative shall also address the approach for application of quality leadership; productivity enhancement; cost reduction methods and techniques; handling of potential problem areas and solutions; and customer relations; and procedures for meeting urgent requirements.

### **4.1.3 Factor 1/Sub-Element 3: Transition Plan (Volume I)**

The Government will evaluate the Offeror's Transition Plan for soundness, completeness, efficiency, and effectiveness including the approach and rationale for obtaining a Notice to Proceed (NTP) as required in Section C.II.H of the SOW, and addressing issues typically encountered during the transition-in and ramp-down at the conclusion of the contract. In addition to addressing all of the elements required to obtain the NTP as described in Section C.II.H of the SOW, the Transition Plan shall address:

- Completion, in its entirety, of all ramp-up activities within 60 days to obtain the NTP and allow housing of ICE detainees at full facility capacity.
- Recruitment of adequate and available staff.
- Training of new and incumbent employees.
- Licenses and Permits obtained prior to performance.
- Insurance obtained prior to performance and in compliance with clause H-1.
- Background Investigations; all employees are cleared in accordance with Section H.
- Inventory of Proposed Security / Enforcement Equipment is adequate to deal with a disturbance.
- Estimate of and supporting rationale for the number of incumbent contractor employees expected to be hired.
- Implementation schedule of tasks to be completed by the Offeror during Phase- In. The schedule shall include at a minimum, but not limited to, medical screening, physical agility testing, psychological screening, interviews, vehicle assessments, uniform fitting, furniture and equipment ordering, training, weapons systems qualifications, standard operating procedure development, and any other elements that create risk in the schedule.
- Schedule for certifying and training company personnel (including key personnel) to assume operational responsibilities and SOW requirements at contract start. Include

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approach to conducting required SOW fitness screening requirements to ensure personnel suitable at contract start.

- Identification of Phase-In risk areas and recommend approaches to minimize the probability and impact of those risks.
- Ramp down at the conclusion of the contract. This includes providing a Ramp Down Plan addressing operational plans to transition all Contractor provided services to the Government and/or another Contractor, and providing an Operational Data/ Metrics Summary which captures the ADP for the facility, monthly number of transportation miles (including number of routes, number of miles per route, etc.).

### **4.1.4 Factor 1/Sub-Element 4: Staffing Plan and Key Personnel Resumes (Volume I)**

The Government will evaluate the Offeror's Key Personnel and Professional Staffing Plan shall identify the total work force (including Subcontractors) that will be used to perform all services described in this solicitation. The Key Personnel and Professional Staffing Plan shall include an organizational chart with all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will provide services under this contract for the following:

- Approach to providing the staffing (skill mix) necessary to perform requirements.
- Approach for responding to changing skill sets requirements.
- Any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Recruitment plans, methods, sources of personnel, employee retention rate and employee retention plans. Address plans for internal training, mentoring, and career development.
- Other policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.
- Management approach to, and responsibilities for, setting employee performance standards, for maintaining performance at those standards, including methods for recognizing outstanding performance and processes for dealing with underperforming employees.
- Staffing risk areas and recommended approaches to minimize the probability and impact of those risks

The Staffing Plan shall include an organizational chart with all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will provide services under this contract.

For staff other than key personnel, any proposed personnel that are titled differently from the Government titles contained in this solicitation must be described through a cross walk matrix. This matrix must include a function description, qualifications, and duties that the Offeror is proposing for that labor category.

**Proposed Key Personnel**, the Government will evaluate the following:

- Rationale for selection of personnel to fill key positions, including individual's

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background, education and experience, qualifications, and their proposed assignment/role in the contract. The plan must clearly demonstrate the required experience and knowledge identified in the solicitation.

- Whether or not the proposed number of key personnel is adequate to meet the needs of this requirement.
- For each key personnel identified, discuss the annual hours committed to the contract, the rationale for the level of commitment, and the impact thereof on contract performance.
- For each Key Personnel, resumes, including commitment letters, (no longer than 3 pages total) with position descriptions for all key personnel.
- For any Key Personnel not specified by the Government, the Offeror's description of Key Personnel positions including authority and responsibilities, and the rationale why the position is considered a Key Personnel position.

The Offeror shall provide a minimum of one (1) resume for each key person identified in the solicitation, Section C.

### **4.1.5 Factor 1/Sub-Element 5: Demonstrated Compliance with Standards (Volume I)**

The Government shall evaluate the Offeror's approach to ensure compliance with the following standards:

- 2011 Performance Based National Detention Standards (PBNDS 2011) with 2016 revisions:
  - The government expects Offeror compliance with all mandatory requirements outlined by PBNDS 2011 with 2016 revisions. The government may evaluate offers which propose compliance with the optimal (non-mandatory) requirements of PBNDS 2011 more favorably.
- Prison Rape Elimination Act (PREA) standards for DHS detention facilities.
- Other Local, State and Federal Standards (i.e. state licenses, permits, NEPA, etc.)

### **4.2 Factor 2: Past Performance (Volume II)**

The past performance evaluation will be accomplished by reviewing aspects of an Offeror's recent and relevant past performance, focusing on performance which is relevant to this acquisition. The past performance evaluation will be used as a means of determining the probability of the Offeror to meet the performance requirements of the proposed contract. The past performance assessment is based on consideration of all relevant facts and circumstances. The Government is seeking to determine whether the Offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of goods and services. The Government will consider the scope of the performance, source of the performance information, context of the data, general trends in Offerors' performance, and the size and complexity of the performance relative to this solicitation's requirements.

In addition to the submitted questionnaires and past project forms, The Government reserves the right to obtain relevant information gathered through sources available to the Government.

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Sources for Past Performance information may include among other things: information provided by the Offeror, information obtained from questionnaire and information from any other sources available to the Government, to include but not limited to, the Past Performance Retrieval System (PPIRS), Contractor Performance Reporting Assessment (CPARS), Federal Awardee Performance Integrity Information System (FAPIIS), Electronic Subcontracting Reporting System (ESRS), or other databases

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have “Unknown” or neutral past performance.

### 4.3 Factor 3: Price (Volume III)

**Legal Offer (Identification and Cover Letter):** The proposal shall include a cover letter that identifies all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation. It shall state proposal validity through at least 18 months after the proposal submission deadline.

**Signed SF 33:** Blocks 13, 14, 15, 16, and 18 of page 1 of SF 33 shall be completed by Contractors and Block 17 shall be digitally signed to show that the Contractor has read and agrees to comply with all the conditions and instructions provided in the solicitation document.

Offerors shall also complete Attachment 11 (including Attachment 11, Enclosures 1 & 2) and Attachment 12 to this solicitation. Offerors may utilize Attachment 11, Enclosure 3 to provide a pricing narrative, including any proposed discounts. Labor hours quoted should represent fully burdened labor rates. Positions to be fulfilled through the use of a subcontractor(s) should be clearly distinguished from those positions to be fulfilled by the prime.

ICE will not be responsible for any payments, costs, or contract financing for construction to create or remodel the detention facility for its intended purpose under the contract. Proposals which include such costs or financing may be ineligible for award. This does not preclude ICE from reimbursing the contractor under the Changes clause for requested changes to the facility after the Contractor has obtained its Notice to Proceed and begun accepting detainees.

#### Contingency Pricing:

- Contractors shall not include contingency allowances to cover increased costs for which adjustments are provided under Federal Acquisition Regulation (FAR) Clause 52.222-43 – Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (May 2014).
- In addition to increases to wages and fringe benefits prescribed by a revised wage determination, including bona fide fringe benefits specifically called out in a collective bargaining agreement, ICE may consider increases to other direct costs brought about by

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the contractor's cost of compliance with the terms of a revised wage determination (e.g. state gross receipts tax). Any price adjustment request associated with such other direct cost(s) shall be supported by documentation demonstrating that a contingency covering an increase to the subject cost(s) was not included in the contractor's price proposal accepted by the Government at time of award.

Note: Increases to Supervisor and other Service Contract Act (SCA) exempt wages and benefits are not subject to contract price adjustment in the subsequent ordering periods under FAR 52.222-43(d), unless the positions are expressly covered under a Collective Bargaining Agreement or DOL Wage Determination. For Supervisory and other SCA exempt positions that are not subject to contract adjustment under FAR 52.222-43(d), the contractor is permitted to include a reasonable escalation in subsequent option periods based on the labor market in the geographical area that the effort will be performed.

The Government will conduct its price analysis using one or more of the techniques specified in FAR 15.404-1(b). The Price/Cost proposal will not be adjectively rated.

The total evaluated price will include the total of the transition periods, base year and all option periods for all CLINs. The evaluated price will be based upon full capacity and the transition, base and option years.

Note: If the Offeror proposes a facility with a capacity not equal to number of beds, Offerors shall adjust the daily/monthly/annual Bed Day quantities accordingly for each Detention Services CLIN in Attachment 11. However, Offers are instructed to note the preference for a technical solution with a capacity of up to the number of beds as described throughout this solicitation. For price evaluation purposes, the Government will divide the total evaluated price by the total quantity of beds proposed over the entire period of performance to yield a final total evaluated price for each proposal received. The total evaluated price calculated will be used for evaluation purposes only.

\*For price evaluation purposes of any future extension in accordance with FAR 52.217-8, the Government shall add one half of the final option period price to the total evaluated price. Offerors shall not separately price any proposed extension under FAR 52.217-8.

### **4.4 Factor 4: Environmental (Volume IV)**

This factor is used to assess each offeror's approach to compliance with NEPA regulations to include a general discussion of the vendor, timeline, and management approach it will utilize to develop appropriate type of NEPA documentation that would be required for the project. Bidder will disclose how its vendor plans to provide all services required for the determination of the type of NEPA compliance document that would be required on said parcel of land. Bidder would be required to provide all procurement services and project management services as well as any other services required to determine the type of NEPA compliance documentation needed.

The Government shall evaluate the Offeror's approach to ensure compliance with the following NEPA compliance documentation:

- Type of NEPA document required;



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- Duration of the NEPA process (not to exceed 270 days) Management and Deliverables Approach that addresses all of the elements required for NEPA compliance documentation as identified in Section 2.0 of Section J Attachment 14.

### **M.4 COMPETITIVE RANGE**

If it is determined that discussions are necessary, the Government may establish a competitive range in accordance with FAR 15.306(c) based on the ratings of each proposal against all evaluation criteria. The CO reserves the right to limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The CO shall have the sole authority to establish a competitive range comprised of only the most highly rated proposals.

### **M.5 RESPONSIBLE PROSPECTIVE CONTRACTORS**

In addition to the evaluation methodology outlined in this RFP, an Offeror must also be found responsible by the CO prior to the award of any resultant contract. At a minimum, to be determined responsible a prospective contractor must:

- Have adequate financial resources to perform the contract, or the ability to obtain those resources;
- Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all other business commitments;
- Have a satisfactory record of integrity and business ethics;
- Have a satisfactory performance record;
- Have the necessary organization, experience, accounting and operational controls; and,
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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