

**2024-FOI-00346 - Enclosure(s)  
Releasable to the General Public**

## **PERFORMANCE WORK STATEMENT**

### **1.0 Background**

The Office of Refugee Resettlement (ORR), Division of Unaccompanied Children's Operations (DUCO) program provides unaccompanied children (UC) with a safe and appropriate environment until they are transported to appropriate sponsors while their immigration cases proceed. ORR is an office within the Administration for Children and Families (ACF), which is a division of the U.S. Department of Health & Human Services (HHS). The ORR has identified an urgent need for transportation services at a national level to transport UC in ORR facilities located throughout the United States.

### **2.0 Purpose and Objectives**

The purpose of this performance work statement (PWS) is to secure a national transportation services contractor to coordinate and make travel arrangements for UC while in the custody of HHS. Reasons for transportation include: 1) transferring UC to their sponsors once ORR approves reunification with suitable sponsors or transferring between ORR facilities; and 2) mass transportation during emergent influx situations or other emergency needs (e.g., weather or public health-related). The Contractor shall provide cost effective and time efficient transportation arrangements for the emergency intake shelters and ORR licensed care provider facilities (referred to throughout as ORR facilities) on a 24/7/365 basis. The contractor shall be responsible for purchasing transportation, including but not limited to flights, trains, vans/bus charters, ships, and car rentals for the UC and an escort, if applicable, to transport the child. The place of performance will be throughout the United States of America as well as its territories or otherwise as directed by the COR.

The Contractor will perform three basic functions:

- Booking itineraries for all UC transportation requirements;
- Providing escort services for UC movement to sponsors or between ORR facilities (as needed); and,
- Providing transportation services (for example drivers and vans for ground transport), for UC movement (as needed).

The Contractor shall provide unarmed escort staff. For these staff, the contractor shall provide or cause to be provided management, supervision, manpower, training, certifications (e.g., food handling), driver's licenses, drug testing, equipment, and supplies necessary to provide on-demand escort services for UC ranging from infants to 17 years of age, seven (7) days a week, 365 days a year. The contractor must provide staff who are qualified and trained to work with this vulnerable population. Training curricula shall include, but is not limited to, SOPs for the care, custody, and security of UCs; driving policies and regulations; supervision expectations; verification of UCs and sponsors; UC transfer procedures; communication procedures and expectations; incident reporting; disinfection protocols; ethics and authority; and milestone tracking.

Required UC transportation services vary significantly in lead time, as some days have no

demand while others may have transportation requests with short turnaround time. Demand occurs on both weekdays and weekends, 24/7/365. It is the responsibility of the Contractor to purchase all commercial plane and other tickets, coordinate charter flights, and make all other transportation arrangements.

The contractor must plan commercial or charter flights in a period of less than 24 hours. The contractor shall be prepared to arrange alternate travel in case of unforeseen weather conditions, delays, or flight conditions. The Contractor shall promptly arrange alternate travel when these instances occur. In some situations, such as flight delays, cancellations, etc., the time the contractor maintains custody of the UC may be extended. In limited cases, overnight housing may be required as described herein.

### **3.0 Scope of Services**

#### **3.1 UC Transportation (accompanied UC trips)**

The contractor shall provide a range of functions to support and execute the transportation of UC with contractor-provided escorts according to pre-determined ratios specified herein.

ORR requires a national transportation contractor to escort UC during transport and provide transport for: 1) UCs at discharge and/or in need of transfer within the ORR network; and 2) scalable transportation for large-scale movement in the event of an emergency, surges in the UC population, or other ad hoc needs as directed by the COR. The Contractor shall provide timely ground, air, or water transportation services including booking and transportation operations to transport a UC from an ORR facility to the sponsor and/or between ORR facilities, and/or to facilitate the transfer of UC custody between federal and/or non-federal agencies. For transporting UC during mass movements, the Contractor shall coordinate with a travel agency to ensure timely and cost-effective travel needs are met. UC transportation provided under this section shall comply with Section 6.0 Transportation Arrangements and applicable subsections; this scope applies to any transportation method (e.g., air, ground, maritime).

Additionally, in accordance with current ORR policies, if ORR needs to transport children to their approved sponsors faster than the sponsor can arrange by itself in order to increase available bed capacity in the network, the Contractor shall support as part of its operations and infrastructure the sponsor's associated transportation costs pursuant to COR approval, without which requires the sponsor to be responsible for costs associated with the reunification process.

The Contractor shall furnish all of the necessary personnel, materials, and services required to perform the work under this contract. More specific requirements will be defined at the time the service is requested by ORR.

In addition, local, state, and Federal public health requirements must be followed. This includes COVID-19 guidance regarding quarantine, isolation, and capacity when the transportation is directly provided by the Contractor. At ORR's direction, the contractor shall make capacity adjustments in alignment with local, state, and federal guidelines for COVID-19.

Upon award, the contractor must have a sufficient staffing pool to meet the current transportation services for approximately 1000 UCs per month over 12 months and must have the capacity to

scale up or scale down services in increments of 1000 UC as needed in accordance with the escort-to-UC ratios outlined herein.

In the event of travel disruptions, the contractor shall ensure the health and safety of the UCs at all times. Overnight stays in hotels are appropriate as long as they are consistent with ORR-mandated escort-to-UC ratios (number and gender) and with COR approval. Contractor staff shall maintain line of site of UC in accordance with ORR policy and provide supervision at all times. The Contractor shall provide a staging/waiting room or satellite office space for holding UC awaiting transport. UC waiting time in such an area(s) shall be limited to a maximum of 12 hours, and the Contractor shall provide ready access to food, water, clean clothes, hygiene products appropriate for the UC's age, gender, and specific needs, and comfortable furniture at all times.

### **3.2 UC Unaccompanied Trip (Airline Escort)**

On a case-by-case basis and for airline transportation, UC over the age of 14 years may be transported with an airline escort.

In accordance with current ORR policy, and transport-vendor policies, up to 20 UC over the age of 14 during a 12 month period may be transported using an airline escort (i.e., unaccompanied by the contractor) for reunification purposes. The vendor must have the capacity to scale up or scale down services in increments of 20 UC as needed. The Contractor shall coordinate with the COR to determine circumstances when unescorted travel is appropriate and decisions to transport a UC in this manner will *only* be made on a case-by-case basis. Refer to Section 6.12.2.

### **3.3 Operations and Infrastructure**

The contractor shall obtain and maintain the infrastructure necessary to support the operations needed to successfully perform the work in the PWS. These operations and infrastructure requirements are defined to include, but are not limited to: management and staff oversight; billing and reporting; quality assurance and control; fleet management; IT system and necessary records security and retention; equipment, supplies, personal protective equipment, and other COVID-19 mitigation measures; training curriculum and modality; recruitment; command center and satellite offices as needed; and background checks and processing procedures.

### **4.0 Outcome**

The outcome of this effort is for the contractor to provide a cadre of qualified staff in a timely manner to provide transportation services that allow for effective, efficient, and incident-free transport of the UC population.

The contractor must treat all UC with dignity and respect, while adhering to all applicable Federal and state statutes, regulations, and ORR standard operating procedures and policies relative to the care and custody of UC, including, but not limited to, the Prison Rape Elimination Act (PREA). The contractor shall provide staff who are qualified and trained to work with this vulnerable population as stated herein.

### **5.0 Assumptions/Constraints/Background Checks**



The Contractor shall stay up to date with all regulatory and policy changes and be able to adapt to the evolving nature of the working environment. Key documents for the ACF ORR Unaccompanied Children Program can be found at the following link:  
<https://www.acf.hhs.gov/orr/policy-guidance/unaccompanied-children-program>.

## **Security Requirements**

The Contractor is required to meet ORR background check standards, in compliance with ORR Field Guidance #13 (originally published April 30, 2021), Paragraph 5(b), as applicable. Only EIS federal personnel, or personnel who have been cleared through a fingerprint-based, federal background check, are permitted to supervise direct care staff. Staff and volunteers who provide direct care must pass public record criminal background checks for deployment at EIS. ORR will ensure receipt of background checks required of influx care facilities for EIS staff within 30 days of an EIS opening. Staff and volunteers who provide direct care shall not have unsupervised contact (i.e., must be supervised by the Contractor) with unaccompanied children until all background checks have been completed. ORR may waive or modify background check requirements. Any request for waiver from any background check requirement must be made in writing to the ORR COR, and consideration of a waiver or conditional waiver is solely within the discretion of ORR.

Additionally, in accordance with OMB Memorandum M-05-24, federal agencies must have verified and/or completed background investigations for contractors who require access to HHS information, IT systems, other than occasional or intermittent access to HHS-controlled facilities, or any combination of these three. To gain the required access and successful award, the contractor shall comply with Homeland Security Presidential Directive 12, Policy for a Common Identification Standard for Federal Employees and Contractors, and with the personal identity verification and investigation procedures contained in:

- HHS Information Security Program Policy <http://www.hhs.gov/read/irmpolicy/121504.html>
- HHS Continued Implementation for the HSPD-12 Program, dated January 13, 2017
- OPM Final Credentialing Standard, dated June 2008
- OMB M-05-24, dated August 5, 2005, Implementation of Homeland Security Presidential Directive (HSPD) 12 --Policy for a Common Identification Standard for Federal Employees and Contractors
- Executive Order 13467

The minimum Government investigation is a HSPD-12 PIV Credential Tier 1 (National Agency Check and Inquiries--NACI), which consists of searches of records covering specific areas of a person's background during the past five years. However, Contractors supporting ORR shelter operations including licensed facilities, Emergency Intake Sites, Influx Care Facilities, including those Contractors providing operations support to these facilities (i.e. all Contractor staff who have access to children) must achieve a HSPD-12 PIV Credential Tier 2 (Minimum Background Investigation— MBI) Moderate Risk Public Trust. HHS will process HSPD-12 PIV background investigations for all Contractor staff and the ORR COR will provide instructions for completing this process. All costs will be borne by HHS; however, Contractor's staff will need to submit fingerprints, complete various forms, and participate in interviews with investigators, as applicable.

Contractors should ensure the employees whose names they submit have a reasonable chance for access approval. In some cases, employees with existing background investigations commensurate with sensitivity designations will expedite performance. This requirement applies to all subcontractors supporting ORR programs. The Contractor is responsible for the custody and control of all forms of HSPD-12 Credentials issued by HHS to Contractor employees, including all subcontractor employees. The Contractor shall immediately notify the Program Manager when a Contractor or subcontractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment. The Contractor shall also ensure that Contractor or subcontractor employees comply with HHS requirements concerning the renewal, loss, theft, or damage of an ID card. Failure to comply with the requirements for custody and control of HHS issued ID cards may result in a delay in withholding final payment or contract termination, based on the potential for serious harm caused by inappropriate access to HHS facilities, sensitive information, information systems or other HHS resources.

## **6.0 Transportation Arrangements**

### **6.1 Individual UC Transports**

The Contractor staff will evaluate the ground transport travel time and flight travel time for each UC movement and select the most expeditious, efficient, and cost-effective method of transport with a goal of minimizing UC travel time. The Contractor shall consider the cost of travel and ensure the prudent expenditure of federal dollars at all times. In general, ground transport shall be used for short distance trips (roughly up to 12 hours unless otherwise determined by the COR) unless other unavoidable travel disruptions reasonably beyond the Contractor's control would unnecessarily delay UC reunification with the approved sponsor. Commercial air flights are the preferred method of transport for long-distance trips (defined as any trip exceeding 12 hours unless otherwise determined by the COR), unless flight availability or other unavoidable travel disruptions reasonably beyond the Contractor's would unnecessarily delay UC reunification with the approved sponsor. The Contractor shall seek direction and approval from the COR where the Contractor believes deviations from these requirements are necessary for the safe and/or cost/time efficient transport of the UC.

### **6.2 Charters**

To move large-scale numbers of UC (up to 1,000 within 48 hours of ORR notification) between shelters or other specified departure/destination facilities, the contractor shall evaluate the use of commercial air flight, charter flights, and charter buses. When air travel is inefficient or flight availability would delay reunification in excess of 24 hours, the contractor is authorized to use charter bus services to reunify UC with sponsors. When conducting ground transport, the contractor shall take into consideration the age and needs of the UC and will plan for and take appropriate breaks commensurate with the overall length of travel. UC shall be supervised by the contractor in accordance with ORR-mandated staffing ratios at all times. On all charter flights or bus trips, contractor escorts will check and clean the bathrooms with sanitizing wipes on the hour to maintain a high standard of cleanliness. Escorts will maintain a log of key trip milestones to ensure adherence to in-trip protocols. These milestones include tracking when the UC is picked up from the ORR facility, when the UC is in transport, and when the UC is reunified with their sponsor or arrive at another ORR facility.



### **6.3 Staging**

The contractor shall consider the age and special needs of individual UC being transported when making travel plans and determining how and where UC will be staged. The contractor shall employ the use of appropriate staging locations at all times (hotels, dedicated space within an ORR facility, or other ORR approved venue). The contractor shall use mobile staging locations (e.g., coach buses with restrooms) at predetermined locations as authorized by the COR. This includes staging locations for UC sponsor reunifications. All reunification staging locations should be well lit, provide enough space for traffic circulation, and be appropriately coordinated with the site proprietor (i.e. buses parked at hotel parking lots for sponsor reunification should be coordinated ahead of time). Mobile staging times are limited to no more than four hours, unless otherwise approved by the COR. Bus staging at an ORR facility must be coordinated with ORR Federal Field Supervisor assigned to the ORR facility.

### **6.4 Discharge/Transfer**

As directed by the COR, the Contractor shall ensure that transportation arrangements are booked and the associated travel itinerary is delivered to ORR staff for UC sponsor reunification or transfer within the ORR care provider network within 24 hours of ORR's initial transportation request. In some circumstances, ORR staff may request expedited transportation as needed. Care providers' operations are 24 hours per day, seven days per week.

Transportation requirements could be needed at any time to move children between care provider programs or to sponsors. The contractor must minimize pre-dawn and late-night travel unless directed by the COR.

### **6.5 Large-Scale Transportation**

The Contractor shall provide time efficient ground, air, and water transportation arrangements to move children within the ORR network of care providers, including temporary shelter facilities. Where necessary, the Contractor shall coordinate cost effective and travel arrangements within 24 hours of notification by ORR. At a minimum, the Contractor shall have scalable staffing and equipment to provide transportation services for to 1,000 children may be transported per day within 48 hours of notification.

The Contractor shall provide time efficient ground, air and/or water transportation arrangements to transport a child from an ORR care provider to the sponsor. The Contractor shall not release the UC to any individual other than the sponsor approved by ORR. Transportation services may require trips across state lines.

### **6.6 Modes of Transportation**

As appropriate to support large-scale movements of UC, the Contractor shall evaluate the use of charter flight(s) and/or charter buses. The Contractor is authorized to use charter bus services to reunify UC with sponsors when air travel is inefficient or flight availability would excessively delay reunification (including delays in excess of 24 hours to effectuate physical reunification),

### **6.7 Ground Transportation**

The Contractor shall provide ground transportation as follows:

- The Contractor shall employ whatever means of transportation is best suited to the circumstances (e.g., commercial ground transport, charter ground transport, Contractor-owned vans or buses, etc.). The selected method of transportation must have an adequate number of restraints, car seats, and boosters (only in the back seats) and sufficient space for UC property and assistive devices and restraints (e.g., wheelchairs) as appropriate. Ground transportation must have temperature controlled ventilation and be kept at a temperature comfortable to children. Manufacturers' specifications must be followed to assure that safety requirements are met. Buses must be equipped with at least one operable bathroom facility that is kept clean, appropriately stocked with soap, bathroom tissues, and single-use towels, and be free of litter at all times.
- When escorting UC in contractor vehicles, contractor escorts shall maintain radio and cellular telephonic communication with other Contractor personnel no less than every 2 hours, insofar as technologically possible consistent with the contractor's approved Communications Plan.
- The Contractor shall provide, operate, manage, and maintain vehicles in accordance with manufacturer recommendations and all applicable statutes, regulations, and policies and as well as shall ensure the availability of escorts, 24 hours per day, 7 days per week, year-round in accordance with the contract requirements governing escort performance. Escorts who transport UC shall comply with all Federal, State, and local regulations including, but not limited to, the following:
  - Each occupant shall wear a seat belt when the vehicle is moving.
  - The staff member driver must have an appropriate, valid driver's license from the State where employed for the type of transport vehicle operated.
  - All vehicles used for transportation shall be regularly inspected, utilize an approved checklist, and the Contractor shall take immediate action to remedy any defect that could render the vehicle unsafe and/or inoperable.
  - The identities of all UC to be transported shall be verified through electronic documentation procedures, such as a wrist band system.
  - The driver shall drive defensively and take care to protect the UC and vehicle, obey traffic laws, and report damage and/or accidents to the COR as soon as reasonably practicable under the circumstances.
  - A vehicle inspection report for vehicles owned and operated by the Contractor for the transport of UCs, shall be completed following each trip and produced to the COR at his/her direction.
  - Staff shall place UC with special needs in transport vehicles suitable to accommodate their particular needs.
  - The Contractor shall have a minimum of Satisfactory (or better) Motor Carrier Safety Rating at the time of award and maintain such rating throughout the life of the contract. See <https://www.fmcsa.dot.gov/safety/company-safety-records>.
  - Unless otherwise directed by the COR, charter bus transports shall not exceed twelve (12) hours in any 15-hour period. Bus transports may commence only after eight (8) consecutive off-duty hours (on-road) by the escort and driver. Note that no individual driver may drive for more than ten (10) hours per federal guidelines.
  - When selecting a method of travel, the Contractor shall consider the age and needs of UC. When conducting ground transports, the Contractor shall take into consideration the age of UC and plan for and take appropriate breaks



- o commensurate with the overall length of travel.
- o During breaks, UC shall be allowed off the transport vehicle and provided access to a restroom consistent with the escort-to-UC ratio and supervisory requirements.
- o When ground transport will exceed twelve (12) hours, and the ground transport is provided directly by the Contractor, the Contractor shall arrange for an overnight stay at a hotel and provide sufficient staff to provide supervision of UC within the escort-to-UC ratios identified by ORR and to provide the necessary relief for transport staff to meet off-duty rest requirements.
- o The Contractor shall provide UC with culturally appropriate meals and snacks in accordance with ORR policies.

### *Vehicle Operations*

UC shall be transported in a safe and humane manner. The Contractor shall:

- Maintain the appropriate driver's license for the vehicle and mode of transportation utilized (e.g., CDL for bus).
- Assign escorts to maintain control of the vehicles at all times, including removing the keys from the ignition upon parking the vehicle.
- Inspect each vehicle before and after use to ensure all items are cleared from the vehicle.
- Follow state and Federal vehicle regulations.
- Never text or use mobile devices while operating the vehicle.
- Exercise extreme caution, reduce speed, and use logic when negotiating a steep grade or while driving through inclement weather or on hazardous road conditions.
- Avoid undesignated roads that would hinder emergency personnel from responding in a timely fashion.
- Maintain proper temperature settings base on weather conditions.
- Make sure all UC are wearing seatbelts and seated while the vehicle is in motion. Where a UC requires a child safety seat (car seat or booster as required by Federal, State, and local law), make sure the seat or booster is properly installed, is not expired, and appropriate seat restraining devices are properly used and secure.

### *Driving hours and number of occupants*

- Each escort must recognize the limitations imposed by his/her own driving skills, personal distractions, environmental conditions, and modify his/her driving accordingly.
- During stops, which shall be kept to a minimum, UC shall not leave the vehicle until the escorts have secured the area. When UC are taken off the vehicle, the escorts shall keep the UC under constant observation. At least one escort shall remain in the vehicle with the rest of the UC, if applicable.
- All escorts must strictly adhere to the following rules/restrictions:
  - o Escorts must be off duty for the 8 hours immediately preceding any trip or trip segment;
  - o Escorts shall be restricted for transport duties to 10 hours maximum driving time (time on the road) per trip segment with 8 off-duty hours in-between segments; and
  - o Escorts shall be limited to 50 hours maximum driving time per work week with



70 hours maximum in any 8-day period;

- Transportation exceeding 6 hours shall be conducted via sedan or van, with frequent restroom breaks.
- In accordance with Federal, State, or local laws, car seats are required for infants and small children. Use of booster seats and car seats must comply with all applicable laws, i.e., considering age, weight, and height.

#### *Staff Responsibilities*

- Limit driving time to twelve (12) hours in any 15-hour period, noting that no individual driver shall drive for more than ten (10) hours per federal guidelines.
- Movements exceeding on-ground limitations for same day travel will only re-commence after eight (8) consecutive off-duty hours.
- Transportation drivers shall not receive transportation assignments after having been on duty, in any capacity, for 15 hours or more.
- Transportation staff shall drive only a 50-hour maximum in a given work week; a 70-hour maximum during eight (8) consecutive days.
- During emergency conditions (including inclement weather), transportation staff may exceed the 10-hour drive time limit only if necessary to reach a safe area.
- Staff shall travel directly to and from the destination, making no unnecessary detours or stops.
- Staff shall return to the point of departure immediately if they feel there is a safety or security problem.

#### *Vehicle Maintenance Responsibilities*

- The Contractor shall, on a monthly basis, document its inspection of all vehicles for damage and compliance with maintenance standards and produce these report as directed by the COR..
- While in transit, bathroom facilities on buses shall remain clean and operable. Specifically, bathrooms shall be in working condition; free of debris; supplied with adequate soap, toilet paper, and paper towels; and with trash managed so it does not overflow. The Contractor shall establish an inspection and cleaning schedule appropriate for the duration and type of vehicle used for each journey. This shall include contractor escorts checking and cleaning bathrooms with sanitizing wipes at least hourly to maintain a high standard of cleanliness.
- The Contractor shall check and fill gas tanks and add oil and coolant as needed.
- The Contractor shall conduct annual inspections as required by State and local laws.

### **6.8 Air Transport**

- The Contractor shall employ the means of transportation best suited to the circumstances (e.g., commercial air transport, charter air transport, etc.).
- The Contractor shall be responsible for all flight bookings, itineraries, routing, and associated bookings (e.g., hotel, rental car) for both the escort and escorted UC.
- At the direction of the COR, the Contractor shall arrange for airline escorts for UC ages 14 and over pursuant to ORR policy at <https://www.acf.hhs.gov/orr/policy-guidance/children-entering-united-states-unaccompanied-section-2>.

- Domestic daily flights may be to single or multiple destinations, normally with a maximum of eight (8) hours of flight time scheduled per day. Any special requests to exceed the eight (8) hours must be approved in writing by the COR.
- To facilitate flight planning, ORR shall use its best efforts to notify the Contractor of schedule requirements no later than 24 hours prior to the initial departure time of a flight. Notwithstanding, the Contractor shall provide requested air transport services in the event of an emergent requirement that necessitates transport in less than 24 hours or obtain the COR's approval to provide an alternate means of transportation.
- When directed by the COR under non-emergency circumstances, the following is required for domestic flights:
  - Escort augmentation to permit/correspond to longer flights or travel itineraries.
  - Sufficient escorts to provide overnight coverage for UCs needing hotel accommodations mid travel.

### **6.9 Maritime/Water Transportation**

- The Contractor shall comply with all Federal, State, and local regulations.
- The Contractor shall employ the means of maritime/water transportation that is best suited to the circumstances (e.g., passenger vessel, cruise ship, etc.).
- The Contractor shall provide all maritime/water transportation bookings, itineraries, routing, and associated bookings (e.g., onboarding, check-in, etc.) for both the escort and escorted UC.
- When escorting UC to the designated transport mechanism (vessel, ship, etc.) the escort shall maintain radio and/or cellular telephonic communication with other Contractor personnel, insofar as technologically possible consistent with the Communications Plan.

### **6.10 Staffing**

The Contractor shall provide all labor, supervision, and materials to support all recruiting, screening, credentialing, training, and data tracking systems to ensure availability 365 days a year, 24 hours per day of scalable staff assets based need for transportation services. Contract staff shall have cleared criminal background checks and no adverse Child Abuse and Neglect (CAN) report or child protective services check.

The Contractor should operate in warm status with at least one third of total staff operational at all times based on current trend of 1000 UC movements per month. In the event census trends indicate the need to scale up, the contractor must have appropriate staffing to support transportation requirements within 15 days of notification by the COR. The Contractor must schedule transportation within 24 hours of ORR movement request.

The contractor is responsible for obtaining the resources and a cadre of trained personnel to meet the dynamic environment at the U.S. border including increases and decreases in transportation requests.

### **6.11 UC Escorts**

The Contractor shall provide unarmed escort staff, including management, supervision, manpower, drug testing, equipment, and supplies necessary to provide on-demand escort services for UC ranging from infants to 17 years of age, seven (7) days a week, 365 days a year. Transport will be required for male and female UC. The Contractor shall provide staff that are qualified and trained to deal with this vulnerable population.

The Contractor must maintain sufficient staffing patterns such that same-gender staff are available to assist transport of males and/or females. Personnel must have knowledge and experience in the transportation of individual children with special needs and/or who are medically fragile.

Oftentimes, medically fragile children and/or those with special needs may require a transportation method that is time-saving, direct and provides for appropriate accompanying medical or mental health care. For any medical transfers, ORR shall instruct the referring care provider to provide the Contractor with any particular UC related medical transport specifications or orders instructed by the referring doctor to ensure the Contractor's transportation staff has the necessary staff and equipment to make a safe and appropriate transfer.

The Contractor shall transport UC in a safe and humane manner and under the supervision of trained and experienced personnel.

- At least one staff member of the same sex as the UC shall be a member of the escort team. The contractor shall obtain the COR's approval for any deviation from this requirement before commencement of the escort.
- The Contractor staff shall maintain constant "line of sight and sound" supervision of each UC during transport.
- UC being transported shall never be left in a locked, unattended vehicle.

Transportation will occur on weekdays and weekends, and escorted travel may include up to two overnights of travel. Any travel requiring overnight hotel accommodation during transportation must be reported to the COR prior to transport for COR approval.

The Contractor must have an on-call, flexible, responsive, and well-trained staff to meet ORR requirements. To ensure this, the Contractor shall have and implement a random drug screening program.

The Contractor shall coordinate escorts in coordination with ground, air, and water transportation policies and services and the ORR care provider program. In certain cases, as directed by the COR, the Contractor shall provide travel logistics for the ORR care provider staff to accompany the child to his or her sponsor

The Contractor shall have adequate staffing and equipment scalable to coordinate up to 1000 UC transports per day (small-scale movements).

Escort services under this contract shall include, but are not limited to, assisting with:

- Transferring physical custody of UC from the assigned ORR facility to another ORR



facility or a sponsor via ground, air, or water methods of transportation (e.g., charter or commercial carrier);

- Coordinate/communicate with ORR facility staff to identify special accommodations, personal property, prescription medication, and documentation to be transferred with UC;
- Retain and transmit UC transport documents, personal property, prescription medication;
- Maintain property inventory;
- Draft reports;
- Provide line of sight supervision at all times while in transit; and
- Provide culturally sensitive meals or snacks to UC.

Escorts must meet the following requirements:

- Associate degree in an appropriate discipline from an accredited college (a high school diploma with two or more years of relevant experience may be substituted for an associate degree). The COR may waive this requirement in writing.
- Two years of documented experience in a field related to human services, or similar occupational area
- Experience applicable to the goals and objectives of this program sufficient to communicate with other staff, and appropriate for a similar program environment
- Bilingual in the native language of the UC requiring transport to the maximum extent possible. Contractors must have ready access to a language line.

## **6.12 Escort-to-UC Ratios**

### **6.12.1 Accompanied UC Trips**

The Contractor shall maintain the following Escort-to-UC ratios. However, at the Government's discretion, these ratios may be adjusted as necessary to accommodate changes in the total UC population:

- UC from ages 10 – 17:
  - Two staff for the first six (6) UC;
  - For seven (7) or more UC, the contractor shall provide an additional escort for each group of six (6) UC (e.g., 25 UC equals six (6) escorts).
  - A female escort must accompany groups of UC containing female UC.
  - In the event of an emergency, any opposite gender escorts require an additional level of supervisory review and reporting during transport.
- UC under age 10:
  - A minimum of two (2) staff for up to eight (8) UC
  - A minimum of three (3) staff for more than eight (8) UC, up to 15 UC.
  - A female escort must accompany groups of UC containing female UC.
  - In the event of an emergency, any opposite gender escorts require an additional level of supervisory review and reporting during transport.

The Contractor shall separate UC from unrelated adults at all times during transport. Any UC below the age of five (5) requires an additional escort. If a tender-age UC (UC 0-12 years of age) is accompanied by another family member who is also a child, the older UC cannot be considered responsible for his/her sibling or relative.

Therefore, if they are traveling together, both UC shall require an additional escort. Siblings should be transferred together, to the extent possible. The Contractor shall propose recommendations to ORR at any time regarding efficient application of escort ratios. However, implementation of any changes is not authorized until approved in writing by the COR.

### **6.12.2 Unaccompanied trips**

In accordance with current ORR policy, and transport-vendor policies, UC over the age of 14 may be transported unaccompanied for reunification purposes; however, the Contractor shall coordinate with the COR to determine circumstances when unescorted travel is appropriate and decisions to transport a UC in this manner will *only* be made on a case-by-case basis.

## **6.13 Transportation Considerations**

### **6.13.1 Food Service**

- The Contractor shall be authorized to purchase meals in route as necessary.
- The Contractor shall ensure that the Food Service standard (e.g., valid food handlers or food manager certificate) is applied to food served in transit **when working with unpackaged food, food equipment or utensils, or food-contact surfaces**.
- Meals must satisfy the nutritional requirements in accordance with the United States Department of Agriculture, unless otherwise recommended in writing by a licensed physician, certified nurse practitioner, or licensed physician's assistant for a specific UC.
- All cultural or special dietary needs shall be identified by the Contractor prior to the transport.

### **6.13.2 UC Property/Documentation**

The Contractor shall ensure that every UC is transferred with their funds, valuables, and personal property. UC are allowed to keep the following items on their possession:

- Contact phone numbers;
- Money (cash) (which must be retained by the escort on behalf of the UC)
- Eyeglasses and contact lenses;
- Small religious items
- Personal hygiene items
- If any of these items would compromise the escort or UC, escorts have the discretion to remove the items from the UC's personal property. If this determination is made by the escort, the incident must be reported to the COR including a description of the item taken from the UC.

### **6.13.3 Transfer of UC Property/Documentation**

The Contractor shall submit to the receiving ORR care provider or to the sponsor the following documentation and items, which accompany each UC at the time of transfer: UC's personal belongings including clothing, money, valuables, prescription medication (if applicable), items obtained during the UC's stay at the referring care provider, and discharge documents per ORR



policies and procedures.

#### **6.14 Unanticipated Illness**

If a UC or escort becomes ill while in transit, the Contractor shall take appropriate action and alert the receiving ORR care provider so it can prepare to handle the situation. Additional support staff shall be made available within a timeframe designated as safe and appropriate by the COR.

If the illness requires immediate medical treatment, (e.g., heart attack, loss of consciousness) the Contractor shall request assistance from the nearest emergency service. The Contractor shall have an appropriate emergency procedures plan in place to separately transport and/or charter UC with medical issues (i.e., UC that have not been medically cleared and suffering from things such as influenza, strep-throat, etc.) via ground transportation to local hospitals or care providers closest in distance during an emergency evacuation.

The contractor shall contact the sponsor or the ORR receiving facility immediately if transportation delays are anticipated. Additionally, the ORR facility that the UC departed from must be notified of the delay immediately after the sponsor or ORR receiving facility is notified.

#### **6.15 Data and Systems**

The contractor shall maintain an up-to-date (i.e., real-time) and accurate record keeping system to track UC movements including information for each UC as identified by the ORR COR including: the UCs name, A#, gender, age, sponsor name and contact information, originating ORR facility, and sponsor destination. In addition, the contractor shall provide a daily report by 7am EST, seven (7) days a week, to the COR and the ORR facility detailing: 1) UCs submitted for transportation and awaiting itinerary creation and 2) UCs booked on an itinerary and awaiting transportation (pick-up).. The Contractor shall also work collaboratively with ORR's transportation coordination cell to develop a reporting system and cadence that captures key transportation metrics and forecasting including: 1) reporting on itineraries booked within 24 hours from submission; and 2) completed transportation pick-up from an ORR facility within 48 hours from submission.

The Contractor shall comply with all Federal Privacy Act and record retention regulations for the collection, storage, and disposition of personally identifiable information (PII) and protected health information (PHI) throughout the duration of the contract.

The Contractor shall find ORR policies on the [ACF website](#). More information about specific procedures shall be provided at the time of award. The contractor shall provide training to staff on ORR policies and procedures as changes occur.

#### **6.16 Event/Incident Reporting**

The Contractor shall report events/incidents to the ORR Federal Field Specialist and COR while in transit. The Care Provider Staff shall report event/incident via ORR Significant Incident Report guidelines. The escort shall stay with the UC at the hospital until the closest ORR Care Provider Staff can assume responsibility for the UC and arrange for hospitalization, supervision, etc.

## **6.17 Communications and Delays**

The Contractor shall coordinate with the ORR transportation coordination cell to align travel resources with transportation priorities as identified by ORR. Upon scheduling of transport, the Contractor will communicate the UC's itinerary via email and/or other mutually-agreed communication method to the transportation coordination cell, ORR facility, and via phone to the sponsor (for reunifications). During the initial contact with approved sponsors, contractor escorts will use an ORR- approved script to identify their contract(or) affiliation and describe the purpose of the call, provide the UC's travel schedules including anticipated time/location of arrival, and discuss other relevant information to facilitate family reunification. In the event of a delay, particularly when arrival times will occur outside traditional waking hours, the escort will notify the ORR facility and the sponsor and to provide any necessary updates regarding travel plans.

For delays prior to pick up, the contractor shall forecast and communicate delays to the ORR facility so that UCs may remain in the ORR facility's care until the delay is managed. For delays in route, the contractor shall forecast and communicate delays with the ORR transportation coordination cell and receiving facility or sponsor.

The Contractor shall provide UC with access to communication devices (cell phones) to communicate with their approved sponsors during the transport in accordance with ORR policies. Access will be granted in such a manner so as not to disrupt operations or create a safety concern.

Contractor Transport Specialist will contact the sponsor one (1) hour before reaching the designated location site. Sponsors may contact the contractor Call Center at (571) 479-8454 for travel status updates with the appropriate identifying information for the UC. Information will only be given to the vetted Sponsor on record.

The Contractor shall communicate with the ORR facility Federal Field Specialist and the sponsor when significant travel delays occur such that the allotted meeting time cannot be met. Should significant travel delays occur, the contractor shall ensure the UC has the opportunity to communicate with the approved sponsor.

## **6.18 Behavior Management Plan**

The Contractor shall develop a behavior management plan that includes positive behavioral interventions and supports prior to beginning transport. The Contractor shall submit their behavior management plan in writing to the COR as needed for each UC prior to the beginning of transport including a report of restraint use within the transportation log. The Contractor shall use and report on the use of restraints in accordance with ORR Policy. The following management techniques may be used, alone or in combination, for behavior incidents arising during transport:

- Verbal (oral or written) correction;
- Cooling-off time or "time-out"; and
- Seating changes during transport

## **6.19 Supplies**

The Contractor shall procure and maintain personal protective equipment (PPE), including disposable masks, gloves, first aid medical supplies, and hand sanitizers for use by UC and escort staff during transport.

## **6.20 Program Management**

The Contractor shall provide a Lead Project Director, responsible for all work performed under this contract. The Lead Project Director shall be the primary point of contact for the Contracting Officer and designated Contracting Officer Representative (COR). The Lead Project Director shall have the resources and authority to ensure efficient and timely program execution and shall be the Contractor's focal point for all required program tasks. The Contractor's Lead Project Director shall be prepared at all times to present and discuss the status of contract activities, requirements, and issues. The name of this person and the name of any alternate who shall act for the Contractor when the Lead Project Director is absent shall be submitted in writing to the Contracting Officer five (5) working days prior to the contract start date. During any absence of the Lead Project Director, only one (1) alternate shall serve as the Government contact point.

The Lead Project Director, and any designated alternates, shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Lead Project Director shall keep the Contracting Officer (CO) and Contracting Officer's Representative (COR) informed of any performance issues, cost or financial concerns, and potential problems that, if unresolved, will adversely affect the Contractor's performance, schedule, or costs. The Lead Project Director shall take all appropriate measures to mitigate adverse impact to the contract.

## **6.21 Kickoff Meeting**

Within ten (10) business days of contract award, or as otherwise directed by the COR, the Contractor shall conduct an orientation meeting and briefing with ORR staff. Required topics for this briefing include, but are not limited to, the following:

- Introduction of both Contractor and government personnel performing work related to this tasking;
- Brief overview of contract and task administration and reporting;
- Discussion of substantive risks and issues that may impact the delivery of the services and the contractor's methods for tracking and mitigation;
- Review of the contents of the Project Management Plan to detail the specific activities and tasks to be associated with the period of performance specified in the PWS;
- Review by the Contractor of its understanding of the work to be accomplished under the PWS to ensure the Contractor has a sufficient understanding of the work to be performed and of the respective responsibilities and obligations of the parties.

## **6.22 Program Management Plan**

The Contractor shall provide a Program Management Plan (PMP) that fully documents its management approach for this contract. The Contractor shall update its PMP when changes to the requirements change. At a minimum, the PMP shall:



- Provide information on the Contractor's management organization, internal management, policies, and procedures;
- Summarize how the Contractor will maintain relationships and conduct regular meetings and reviews with Government personnel related to the activities and deliverables of the Contract;
- Provide an organization chart of the contractor's organization to be used in performance of the contract and narrative describing how the Contractor will fully integrate the management of the elements of this contract and if the plan includes subcontractors, other than individual subcontractors, provide organizational information about the subcontractor, and include subcontractor organizational elements in the project organizational chart;
- Describe how activities of subcontracts will be managed and organizational relationship will be maintained between the prime and subcontractors and methods of requirement flow-down and activity progress reporting back to the prime Contractor;
- Describe the Contractor's approach to selecting subcontractor(s) and maintaining the quality of services provided by subcontractors(s); subcontractor's role under the contract, its relationship to the contractor, and the subcontractor's relevant experience (over the past three (3) years at a minimum); and any subcontractor independent verification and validation process;
- Identify key technical and management personnel who will be assigned to the contract;
- Describe internal policies and procedures to be used in managing the contract and resources associated with the contract;
- Describe management and process for addressing work increases (surges or "scaling up" requirements) and lulls as work priorities and schedules shift;
- Describe the approach and method for the identification, assessment, and mitigation of program risks including provisions for identifying risk areas, assessing risk factors, assigning appropriate resources to reduce risk factors, identifying and analyzing alternative actions available, identifying the most promising alternatives, and planning for implementation of risk reduction.

### **6.23 Project Schedule**

For work performed under the contract, the Contractor shall be required to develop and maintain a schedule. The Contractor shall provide sufficient detail to demonstrate that all sections of the work are appropriately resourced, thoroughly planned, and proceeding according to requirements. Schedule(s) shall identify subordinate-tier activities, dependencies between activities, and milestones required to demonstrate successful completion of projects. The schedule(s) shall identify the exit criteria required to satisfy milestone requirements that enable the Contractor to proceed with follow-on activities. The schedule(s) shall be base-lined.

Schedule updates shall be made as necessary, or as required by the COR. Changes to scheduled baseline milestones must be documented by the Contractor and formally authorized by the COR or the COR's designee.

The periods of operation and warm status shall be determined by the COR. Operational and warm status will be driven by unaccompanied children (UAC) referrals to the Office of Refugee Resettlement by the Department of Homeland Security. Warm status denotes a period of time for

which a given contract is reduced to minimal daily operations. Minimum activity is scaled to reflect reductions in staffing composition and the availability of services offered when unaccompanied children (UAC) are not available to receive such services.

#### **6.24 Project Staffing**

- Contractor staff must successfully pass all pertinent and required background checks, drug screens, and child abuse and neglect checks. Staff who will have unsupervised direct access to children (i.e., who are physically present) must have an FBI based background check and child abuse and neglect check (if not waived by ORR). Staff who do not have direct access to children must have a public records criminal background check.
- Personal Protective Equipment (PPE) shall be provided for Contractor staff.
- The contractor shall conduct COVID testing no less than 1 time per week for all Contractor personnel (including subcontractors). The Contractor shall maintain a cache of emergency PPE provisions on site.

#### **6.25 Progress Reports**

The Contractor shall provide written progress reports to the Government, the content and frequency of which will be specified by the COR. The Government shall review the progress reports in accordance with the Inspection and Acceptance criteria specified in Section E. The content and frequency of the reports may be adjusted on an as-needed basis, as directed by the COR.

#### **6.26 Quality Assurance Plan**

The Contractor shall develop a Quality Assurance Plan that will be used for monitoring the quality of deliverables and operational support. At a minimum, the plan shall address:

- Roles and Responsibilities,
- Performance Management and Quality Control Methodologies and Approach,
- Performance Controls and Monitoring Techniques,
- Acceptable Quality Levels, with no less than 95% considered acceptable,
- Performance Analysis,
- Performance Reporting,
- Performance Correction Mechanisms, and
- Performance Metrics.

The Government will conduct performance surveillance and review performance reports furnished by the Contractor to determine how the Contractor is performing against agreed upon performance standards. The primary methods of surveillance to be used by the Government includes:

- **Routine Monitoring** – The COR will review project status and progress reports.
- **Random Inspection** – The COR may request ad-hoc performance reports from the Contractor to review performance outside the normal review cycle.
- **Customer Feedback** – The Government will review customer satisfaction feedback from internal and external stakeholders. Stakeholder feedback can be obtained through



multiple approaches such as direct observation, general complaints, satisfaction surveys, etc.

## **6.27 Communications Plan**

The Contractor shall develop a Communications Plan to keep stakeholders abreast of UC identified for transportation. The Communications Plan, at a minimum, must include details from the “Communications and Delays” section in Attachment B and the below:

### UCs Approved for Transport

- Communicate with necessary stakeholders at ORR facilities the itinerary, name and direct contact information of the escorts, and other pertinent details related to individual UC approved for transportation. Itineraries are due to the ORR facility within 24 hours of Contractor notification that a UC requires transportation (non-emergency). Additional time may be permitted on a case-by-case basis as approved by the COR.
- Communicate with the Sponsor(s) of the UC being transported. At a minimum, the plan shall contain the itinerary, destination arrival estimate, and an operable contact phone number that the Sponsor can use for accurate and complete updates.
- Provide emergency transportation. The contractor shall develop a communications plan with the elements above but on an expedited timeframe that suits the situation but no later than 12 hours post-request for transportation.

### During Transport

- Plan shall include at least one UC contact to Sponsor during transportation. The Contractor shall contact the Sponsor one hour before arrival at the designated location. The plan shall also include the frequency of updates to Sponsor should the arrival time vary by 1 hour (before or after) the estimated time. The Contractor shall establish a process to provide real-time updates on travel disruptions that may impact planned itineraries. The Contractor shall work with the COR to develop a protocol for notifying the approved sponsor of travel disruptions. The Contractor shall use an ORR-approved script to use in engaging approved-sponsors and must provide their identity, role as a contractor in the ORR reunification process, and contact information to the Contractor’s Customer Service/Hotline in each communication.
- Provide emergency transportation. The contractor shall develop a communications plan with the elements above but on an expedited timeframe that suits the situation.

### After Transport

Plan shall include communication with the ORR facility of the outcome of the transportation (e.g., successful reunification with Sponsor) within 2 hours of the completed transportation for individual UCs. The required notification time may be extended with the COR’s approval.

## **6.28 Closeout and Demobilization Activities**

The Contractor shall work collaboratively with the Government in scaling down services when transportation needs are no longer needed at a decommissioned site. The Contractor shall outline milestones and timeframes to ensure a seamless completion of close-out activities and transfer of

the files to the Government. The Contractor and Government will collaborate on demobilization plans for specific ORR facilities.

## **7.0 Conflicts of Interest**

The contractor shall disclose all interests and sign the disclosure form. In the event conflicts of interest are identified, the Contracting Officer will take appropriate action in accordance with applicable regulation and HHS policy.

## **8.0 Key Personnel**

A Lead Project Director and an Alternate Lead Project Director are required key personnel for this work.

The Lead Project Director shall oversee all aspects of the project, coordinate resources, assure quality control processes are in place, and ensure conformance with task schedules and costs. In addition, the LPD shall meet with the Government and Contractor personnel on a regular basis to review tasks, deliverables, and overall contract performance. The contractor shall propose an Alternate Lead Project Director to assume the duties of the Lead Project Director in his/her absence. The Lead and Alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of the contract. The Lead or Alternate shall keep the Contracting Officer and COR informed of any performance issues, cost or financial concerns and potential problems that, if unresolved, will adversely affect the Contractor's performance, schedule, or costs. The Lead or Alternate shall take all appropriate measure to mitigate adverse impact to the contractor and subsequently to ORR. Requirements:

- Master's degree in Transportation Planning, Public Administration, or a related field plus five years of progressive project management experience on projects demonstrating advanced levels of financial and managerial responsibilities
- Significant experience in local, regional, or state transportation planning and policy, urban planning, intergovernmental agency outreach and or closely related planning program area
- Clean criminal background check
- Clean Child Abuse and Neglect (CAN) or child protective services check

## **8.1 Personnel**

The Contractor shall issue photo identification to all staff mobilized on this contract. The Contractor shall ensure that all deployed Contractor staff clearly display a Contractor issued photo identification badge on the front of their outer garment, between the neck and waist, at all times while on duty.

## **9.0 Government-Furnished and Information**

The Contracting Officer's Representative (COR) will provide necessary Government-Furnished Information (GFI) to the Contractor that will be required for the Contractor to carry out its duties and responsibilities.

## **10.0 Travel**

The Contractor shall provide local staff to fill the requirements. If there is insufficient local staff to satisfy the requirement, the Contractor shall deploy qualified staff from other locations. The Contractor shall make every effort to replace staff on travel status with local hires within three (3) weeks of the beginning of the next period of performance. The Contractor shall provide all logistical support for staff on travel status, including but not limited to:

- Travel
- Transportation
- Lodging
- Meals and incidentals
- Equipment needed to fulfill the requirements of the Task Order(s)
- Supplies needed to fulfill the requirements of the Task Order(s)
- An organization chart clearly delineating their chain of command, reflecting integration with ORR management facility structure
- Additional information, tools, and resources to ensure that staff are appropriately prepared to successfully complete their assigned duties

The Contractor shall provide all required travel arrangements and maintenance for staff on travel status, in accordance with Federal Travel Regulations, including but not limited to:

- Transportation from/to point of origin to/from assigned location(s)
- Lodging near staging area(s), training site(s), duty station(s) and/or other assigned location(s)
- Transportation, including but not limited to, from/to:
- Lodging and/or staging area(s)
- Training site(s)
- Duty station(s)
- Meal site(s)
- Provision of meals and incidental expenses

All travel shall comply with Federal Travel Regulations: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation-fts>.



## 11.0 PERIOD OF PERFORMANCE

The period of performance shall be a total of twelve (12) months from 3/19/2022 through 3/18/2023.

## 12.0 PLACE OF PERFORMANCE

Transportation services shall be employed to support a variety of travel needs for ORR care providers to include large-scale movements for ORR due to influx or emergencies, small movements of UC (i.e. staff shortage, national pandemic, restrictive travel, etc.), support staff to physically accompany UC on flights, buses, vans, ships, and to contract with charters for air, ground, and water transportation. The contractor shall service facilities at temporary federally owned, non-federally owned, or leased sites, including facilities operating with temporary structures. The specific place of performance for an individual trip will be specified by ORR.

<b>Sector 1a: West</b>	<b>Sector 2: Midwest</b>	<b>Sector 3a: East</b>
Alaska	Alabama	Connecticut
Hawaii	Arkansas	Delaware
Idaho	Colorado	Maine
Montana	Illinois	Maryland
Nevada	Indiana	Massachusetts
North Dakota	Iowa	New Hampshire
Oregon	Kansas	New Jersey
South Dakota	Kentucky	New York
Washington	Louisiana	North Carolina
Wyoming	Michigan	Pennsylvania
Utah	Minnesota	Rhode Island
	Mississippi	South Carolina
	Missouri	Vermont
<b>Sector 1b. Southwest</b>	Nebraska	Virginia
Arizona	Ohio	West Virginia
California	Oklahoma	
New Mexico	Tennessee	<b>Section 3b. Southeast</b>
Texas	Wisconsin	Florida
		Georgia

## 13.0 DELIVERY REQUIREMENTS

Pickup and delivery of items under this contract shall be accomplished 24/7/365.



**14.1 DELIVERABLE/DELIVERY SCHEDULE**

Paragraph Reference	Description of Deliverable	Delivery Format	Due Date	Delivered To
6.1.1	Activity Report	MS Office Suite or other as identified by the COR	TBD	COR
6.1.2			As needed for each instance	
6.1.3.1				
6.1.3.2				
6.1.3.3				
6.2.1				
6.1.3.4.5	Event/Incident Report	MS Office Suite ORR Significant Incident Report	TBD	COR
6.1.3.4.6	Behavior Management Plan	MS Office Suite	As needed for each UC prior to beginning of transport, report of restraint use in transportation logs	COR
6.2	Staffing Plan	MS Office Suite	14 days after contract award and then updated as needed	COR
6.3.1	Kick-off Meeting	MS Office Suite	Within 10 days after contract award	COR and CO
6.3.2	Program Management Plan	MS Office Suite	TBD at kickoff	CO
6.3.3	Schedule	MS Office Suite	TBD  May be submitted as part of PMP then updated as needed	COR
6.3.5	Progress Report	MS Office Suite	TBD	COR
6.3.6	Quality Assurance Plan	MS Office Suite	Within 20 days after contract award	COR

6.3.6	Quality Assurance Surveillance Plan (QASP)	MS Office Suite	TBD at kickoff	CO
6.3.7	Communications Plan	MS Office Suite	TBD at kickoff	CO
6.3.8	Closeout and Demobilization Activities Report  - Milestones & Timeframes - Demobilization Plan	ORR Database/System of Record	Within 72 hours of notification	COR

### 15.0 CONTRACTING OFFICER (CO)

The CO is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the CO can make any changes to the terms, conditions, general provisions, or other stipulations of this contract.

The CO is the only person with the authority to bind the Government under this contract. Only the CO has authority to:

- 15.1.1 Direct or negotiate any changes within the contract;
- 15.1.2 Modify or extend the period of performance;
- 15.1.3 Change the delivery schedule;
- 15.1.4 Authorize reimburse to the Contractor of any costs incurred during the performance of this contract; and
- 15.1.5 Otherwise change any terms and conditions of this contract.

No information other than that which may be contained in an authorized modification to this contract, duly issued by the CO, which may be received from any person employed by the US Government, shall be considered grounds for deviation from any stipulation of this contract.

The Government may unilaterally change its CO designation, after which it will notify Contractor in writing of such change. The CO will appoint a COR in writing through a COR Appointment Letter that will be provided to the contractor upon award.

### 16.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- a) Performance of work under this contract is subject to the technical direction of the Contracting Officer's Representative identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

- b) Technical direction must be within the scope of the specification(s)/work statement.

The Contracting Officer's Representative does not have authority to issue technical direction that:

1. Constitutes a change of assignment or additional work outside the specification(s)/statement of work;
  2. Constitutes a change as defined in the clause entitled "Changes";
  3. In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
  4. Changes any of the terms, conditions, or specification(s)/work statement of the contract;
  5. Interferes with the contractor's right to perform under the terms and conditions of the contract; or
  6. Directs, supervises, or otherwise controls the actions of the contractor's employees.
- c) Technical direction may be oral or in writing. The Contracting Officer's Representative shall confirm oral direction in writing within five work-days, with a copy to the Contracting Officer.
  - d) The contractor shall proceed promptly with performance resulting from the technical direction issued by the Contracting Officer's Representative. If, in the opinion of the contractor, any direction of the Contracting Officer's Representative, or his/her designee, falls within the limitations in (b) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work-day.
  - e) Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

## **17.0 INVOICES – COMMERCIAL**

### **(1) Invoice Submission**

The contractor shall submit invoices under CLIN 00001 of this contract once per month in arrears. CLIN 00002 may be invoiced in arrears after each lot of 1,000 trips has been completed, and CLIN 00003 may be invoiced in arrears after each lot of 20 trips has been completed. Invoices shall be submitted in accordance with the contract terms.

A copy of the invoice along with supporting evidence of trips completion must also be emailed to the Contracting Officer and Contracting Officer's Representative (COR) at time of all invoice submissions.

The subject line of the invoice submission email shall contain the contract number, order number (if applicable), and the number of invoices contained within. Each invoice shall be submitted as a single file, limited in size to 25MB, which includes all required back-up documentation based on the contract type. In the event an invoice file exceeds the size limitation, the contractor shall contact the Contracting Officer to provide all required supporting documentation. The email may have multiple invoices for the contract.

Invoices must be in the following formats: PDF, TIFF, or Word. No Excel formats will be accepted. The electronic file cannot contain multiple invoices; example, 10 invoices requires 10 separate files.

## (2) Invoice Elements

Invoices must include all elements required by FAR 52.212-4(g). The contractor is required to include electronic funds transfer (EFT) banking information. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this contract will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232- 33 Payment by Electronic Funds Transfer - System for Award Management.

Additionally, each invoice must:

- i. Break-out price by contract line item number (CLIN) as specified in the pricing section of the contract.
- ii. Include the Dun & Bradstreet Number (DUNS) or UEI of the Contractor.

## (3) Prompt Payment Act

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

## **18.0 SUPPLIES AND EQUIPMENT**

Contractor will provide all supplies and equipment necessary to support this endeavor including but not limited to modular office space (if applicable), computers, and Internet connectivity to connect to ORR's portal and the Contractor's own information management system, if not available on-site. Supplies and equipment will be authorized by the COR.

## **19.0 PROHIBITION AGAINST PERSONAL SERVICES**

The Contractor shall not perform personal services under this contract. Contractor personnel are employees of the Contractor or its subcontractors and are under the administrative control and supervision of the Contractor. A Contractor supervisor must give all individual Contractor



employee assignments and daily work direction. The Government will not supervise or direct Contractor employees in the performance of their assignments. If at any time the Contractor believes that any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action. The Contractor shall not perform any inherently-governmental functions under this contract. No Contractor employee shall represent or give the appearance that he/she is a Government employee, agent or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. The Contractor is responsible for ensuring that all employees assigned to this contract understand and are committed to following these requirements.

## **20.0 RESTRICTIONS ON CONTRACTOR ACCESS TO GOVERNMENT OR THIRD PARTY INFORMATION**

The purpose of this clause is to set forth the restrictions that will govern Contractor employees access to Government or third party information in order to protect the information from unauthorized use or disclosure.

A. Under this contract, the Contractor will have access to Contractor proprietary information and other nonpublic information.

B. Restrictions on use and disclosure of information.

(1) With regard to any information to which the Contractor is given access in performance of this contract, whether the information comes from the Government or from third parties, the Contractor shall:

- (i) Utilize the information only for the purposes of performing the services specified in this contract, and not for any other purposes;
- (ii) Safeguard information from unauthorized use and disclosure;
- (iii) Allow access to the information only to those employees who need it to perform services under this contract;
- (iv) Preclude access and disclosure of information to persons and entities outside of the Contractor's organization that do not have authority to access the information;
- (v) Inform employees, who may require access to information, about their obligations to utilize it only to perform the services specified in this contract and to safeguard that information from unauthorized use and disclosure; and
- (vi) Ensure each employee complies with the restrictions set forth in (i), (ii), (iii), and (iv) above.

(2) Unless specifically permitted in writing by the Contracting Officer, the Contractor shall not use information acquired in performance of the contract, or generated by or for the

Government to:

- (i) Compete for work for the Government; or
  - (ii) Submit an unsolicited proposal to the Government.
- (3) If the Contractor is exposed to information that is marked in a way that indicates the Contractor should not receive this information, the Contractor shall:
- (i) Notify the Contracting Officer; and
  - (ii) Use the information only in accordance with the instructions of the Contracting Officer.

C. Breach of any of the conditions of this section of the contract may provide grounds for the Government to:

- (i) Require the contractor to remove the contract employee or employees from the performance of the contract;
- (ii) Require the contractor to terminate the subcontractor;
- (iii) Suspend contractor payments;
- (iv) Terminate this contract for default or cause;
- (v) Suspend or debar the Contractor for serious misconduct affecting present responsibility; and;
- (vi) Pursue such other remedies as may be permitted by law, regulation, or this contract.

D. Unauthorized disclosure or other misuse of information protected by the Privacy Act of 1974 may result in a fine up to \$5000 and /or other penalties. In addition, unauthorized disclosure or other misuse of information covered under the Federal Trade Secrets Act (18 USC 1905) may result in a fine, or imprisonment up to 1 year, or both.

E. The Contractor shall flow down this clause to subcontractors at all tiers.

## **21.0 POST AWARD ORGANIZATIONAL CONFLICT OF INTEREST**

- a. General: The Contractor shall have programs in place to identify, report, and mitigate actual and potential conflicts of interest for itself, its employees, subcontractors, and consultants. The existence of such programs and the disclosure of known actual or potential conflicts are material performance requirements of this contract.
- b. Disclosure: The Contractor shall report all actual and potential conflicts of interest pertaining to this contract to the Contracting Officer, including those that would be caused by a contemplated modification to this contract or another contract. Such reports shall be in writing (including by email). Upon request, the Contractor shall respond to a



Contracting Officer's request for an OCI mitigation plan.

Resolution: In the event the Contracting Officer determines that a conflict of interest exists, based on disclosure from the Contractor or from other sources, the Contracting Officer shall take action which may include, but is not limited to, requesting a mitigation plan from the Contractor, terminating part or all of the contract, modifying the contract or obtaining a waiver in accordance with applicable law, including FAR 9.503 as applicable.

## Attachment 2

### HHSAR Clauses & Additional Terms & Conditions

HHSAR CLAUSES	TITLE	DATE
352.203-70	Anti-Lobbying	DEC 2015
352.208-70	Printing and Duplication	DEC 2015
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations	DEC 2015
352.237-70	Pro-Children Act	DEC 2015
352.237-71	Crime Control Act - Reporting of Child Abuse	DEC 2015
352.237-75	Key Personnel	DEC 2015

#### Contractor Performance Evaluations

Contractor performance will be evaluated pursuant to FAR Subpart 42.15. The Contractor Performance Assessment Reporting System (CPARS) will be utilized for these reviews. Information on CPARS can be located at <http://www.cpars.gov>.

#### Faith Based Organizations

ACF is mindful that potential recipients may have religious objections to providing certain kinds of services. ACF is committed to exploring ways for faith-based organizations to partner with ACF and other recipients even if they object to providing specific services on religious grounds. At the same time, ACF is committed to providing the full range of legally permissible services to people who need them, and to do so in a timely fashion and in a manner that respects the diverse religious and cultural backgrounds of those we serve. To accomplish these goals, ORR requires that organizations that have a religious objection to providing any UC-required services must provide an alternative approach to meet its obligations. The alternative approach must be one that accomplishes the goal of ensuring that UC in ORR's custody understand the full range of services available in the program, and that there is a mechanism by which UC requesting such services can receive appropriate services, either directly through the recipient or partnering organization(s). If an alternative approach is proposed, ORR will review the alternative approach and will forward to the Office of Civil Rights (OCR) any religious objections that are more appropriate for that office. With exception to those that are being reviewed by OCR, ORR will review the alternative approach based upon a determination of the following: 1) will ensure timely provision of all services for which the individual is eligible; 2) is not burdensome to the client; and 3) is operationally feasible for ACF.

## **Privacy Act**

The Privacy Act of 1974, as amended at 5 United States Code (U.S.C.) 552a, protects records that can be retrieved by personal identifiers such as a name, social security number, or other identifying number or symbol. These records are held in Privacy Act Systems of Records (SOR). The Privacy Act prohibits disclosure of PII or records without an individual's written consent unless one of the 12 disclosure exceptions enumerated in the Act applies.

A notice of any such system of records is published in the Federal Register. The notices identify the legal authority for collecting and storing the records, individuals about whom records will be collected, what kinds of information will be collected, and the routine uses for the records.

In accordance with Health & Human Services Acquisition Regulation Supplement (HHSAR) 352.224-70 Privacy Act, in addition to FAR clauses 52.224-1 Privacy Act Notification and 52.224-2 Privacy Act, when the contractor is required to perform one or more of the following: 1. Creates, receives, maintains or transmits "protected health information (PHI);" or, 2. Designs, develops, or operates a Federal agency "system of records," to accomplish an agency function in accordance with the Privacy Act of 1974 (5 USC 552a (m) (1)), the contractor shall operate in conformance with the Privacy Act of 1974 (the Act), Public Law 93-579. The contractor and its employees are liable to individuals injured as consequences of any subsequent failure to maintain records in conformance with the Act.

In addition to the Privacy Act, the contractor shall ensure that its employees know and follow the prescribed rules of conduct in 45 Code of Federal Regulations (C.F.R.) Part 5b. Each contractor employee and subcontractor shall be made aware that he/she is subject to criminal penalties for violations of the Privacy Act.

See also: • HHSAR 352.224-71 Confidential Information; • HHSAR 324.70 Health Insurance Portability and Accountability Act of 1996 and, • Requirements identified elsewhere herein, if applicable, for Data Use Agreements (DUA).

## **Section 508 Compliance**

Section 508(2)(A) of the Rehabilitation Act of 1973, as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board (Access Board) Electronic and Information Accessibility Standards (36 CFR part 1194), establish information technology accessibility standards for the Federal government.

Section 508(a)(1) requires that when Federal Agencies develop, procure, maintain, or use Electronic and Information Technology (EIT), they shall ensure that the EIT allows federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. The Section 508 requirement also applies to members of the public seeking information or services from a Federal Agency. At a minimum, all deliverables submitted to the Government must be 508 compliant. Section 508 text is available at <https://www.section508.gov/>.



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE OF 1 14			
2. CONTRACT NO. 47QMCH22C0001		3. AWARD/EFFECTIVE DATE <b>See Block 31C</b>		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Michael Sands			b. TELEPHONE NUMBER (No collect calls) 312-342-7506		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY Office of Acquisition Operations US General Services Administration 1800 F Street, NW Wing 3200 Washington DC 20405				CODE 47QMCH		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED (SMA) BUSINESS PROGRAM NAICS: 624230 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: \$35.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING			
15. DELIVER TO Multiple Destinations		CODE		16. ADMINISTERED BY Office of Acquisition Operations US General Services Administration 1800 F Street, NW Wing 3200 Washington DC 20405		CODE ACQUISITION_OPS			
17a. CONTRACTOR/OFFEROR M V M, INC. 44620 GUILFORD DRIVE SUITE 150 ASHBURN VA 201476063		CODE 0380495320000		FACILITY CODE		18a. PAYMENT WILL BE MADE BY The contractor shall submit invoices electronically by logging into the ASSIST portal ( <a href="https://portal.fas.gsa.gov">https://portal.fas.gsa.gov</a> ), navigating to the appropriate award, and creating the invoice.  General Services Administration (Fund)			
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				<input type="checkbox"/> 17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT
00001	Unaccompanied Children Transportation & Logistics (UCTL)  Period of Performance: 03/19/2022 to 03/18/2023  Firm-Fixed-Price (FFP)  Operations & Infrastructure Obligated Amount: \$44,463,072.00 Continued ...  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				12	MO	3,705,256.00		44,463,072.00
25. ACCOUNTING AND APPROPRIATION DATA 75-2224-1503 2022 0G11X120223DBD HKORROUC000 6312620399 G992101						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$170,857,797.00			
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 type="checkbox"/> ARE NOT ATTACHED.						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
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.					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: <b>1</b>				
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Peter Rice</i>					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Christopher Hardcastle</i>				
30b. NAME AND TITLE OF SIGNER (Type or print) Peter Rice Director			30c. DATE SIGNED 3/18/2022		31b. NAME OF CONTRACTING OFFICER (Type or print) Christopher Hardcastle			31c. DATE SIGNED 3/18/2022	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00002	Fixed-Price Level of Effort (FPLOE)  UC Transportation Per 1,000 Trips Obligated Amount: \$126,300,000.00	20	EA	6,315,000.00	126,300,000.00
00003	Fixed-Price Level of Effort (FPLOE)  UC Unaccompanied Trip Per 20 Trips Obligated Amount: \$94,725.00	1	EA	94,725.00	94,725.00

In Progress

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

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

47QMCH22C0001

PAGE

OF

3

14

NAME OF OFFEROR OR CONTRACTOR

M V M, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
The total amount of award: \$170,857,797.00. The obligation for this award is shown in box 26.					
In Process					

SECTION B - Continuation of SF1449 .....5  
SECTION C - Section C - Contract Clauses.....6  
    52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders -  
    Commercial Products and Commercial Services. (JAN 2022).....6  
    52.252-2 Clauses Incorporated by Reference. (FEB 1998) .....14  
SECTION D - Attachments.....14

IT PROCESS



**SECTION B - Continuation of SF1449**

IT PROCESS

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**SECTION C - Section C - Contract Clauses**

**52.203-3 Gratuities. (APR 1984)**

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)**

**52.203-13 Contractor Code of Business Ethics and Conduct. (NOV 2021)**

**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)**

**52.204-18 Commercial and Government Entity Code Maintenance. (AUG 2020)**

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

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)**

**52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services. (NOV 2021)**

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (JAN 2022)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

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(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: *(Contracting Officer check as appropriate.)*

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

(6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

(10) (Reserved)

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (SEP 2021) (15 U.S.C. 657a).

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) (Reserved)

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-6.

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-7.

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(16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (NOV 2016) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.

(iv) Alternate III (JUN 2020) of 52.219-9.

(v) Alternate IV (SEP 2021) of 52.219-9.

(18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (MAR 2020) of 52.219-13.

(19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

(22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (SEP 2021) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

(27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).

(29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(ii) Alternate I (FEB 1999) of 52.222-26.

(31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

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(ii) Alternate I (JUL 2014) of 52.222-35.

(32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(ii) Alternate I (JUL 2014) of 52.222-36.

(33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(36) 52.222-54, Employment Eligibility Verification (NOV 2021). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

(41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

(43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

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- (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
  - (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American-Supplies (NOV 2021) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
  - (ii) Alternate I (JAN 2021) of 52.225-3.
  - (iii) Alternate II (JAN 2021) of 52.225-3.
  - (iv) Alternate III (JAN 2021) of 52.225-3.
- (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).
- (59) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)),



(63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: (*Contracting Officer check as appropriate.*)

(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records

relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

Award: 47QMCH22C0001

(xiii) [X] (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (NOV 2021) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages of Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)**

**52.223-6 Drug-Free Workplace. (MAY 2001)**

**52.224-1 Privacy Act Notification. (APR 1984)**

**52.224-2 Privacy Act. (APR 1984)**

**52.227-1 Authorization and Consent. (JUN 2020)**

**52.232-8 Discounts for Prompt Payment. (FEB 2002)**

Award: 47QMCH22C0001

**52.232-23 Assignment of Claims. (MAY 2014)**

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (NOV 2021)**

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)**

**52.242-13 Bankruptcy. (JUL 1995)**

**52.242-17 Government Delay of Work. (APR 1984)**

**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://acquisition-staging.gsa.gov/far/part-52>

(End of clause)

**SECTION D - Attachments**

See Attachment 1 - PWS

See Attachment 2 - HHSAR Clauses and Additional Terms & Conditions



Certificate Of Completion

Envelope Id: 7E5C2E8C6B3B4EA1B5143E3A2B40E107
Subject: Please DocuSign: GSA SF1449\_47QMCB22C0001 Draft.pdf
Source Envelope:
Document Pages: 14
Certificate Pages: 4
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Status: Sent
Envelope Originator:
Michael Sands
1800 F St NW
Washington DC, DC 20405
michael.sands@gsa.gov
IP Address: 159.142.0.109

Record Tracking

Status: Original
3/17/2022 7:08:41 PM
Holder: Michael Sands
michael.sands@gsa.gov
Location: DocuSign
Security Appliance Status: Connected
Storage Appliance Status: Connected
Pool: FedRamp
Pool: US General Services Administration
Location: DocuSign

Signer Events

Peter Rice
RiceP@kacecompany.com
Director
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Peter Rice
Signature Adoption: Pre-selected Style
Using IP Address: 173.79.191.214

Timestamp

Sent: 3/17/2022 7:10:37 PM
Viewed: 3/18/2022 5:09:25 PM
Signed: 3/18/2022 5:10:02 PM

Electronic Record and Signature Disclosure:

Accepted: 3/18/2022 5:09:25 PM
ID: 4f3cca4f-647e-4c1f-8dcc-4012e3a6a66f

Michael Sands
michael.sands@gsa.gov
US General Services Administration
Security Level: Email, Account Authentication (None)

Sent: 3/18/2022 5:10:04 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Table with 3 columns: Event Type, Status, and Timestamp. Rows include In Person Signer Events, Editor Delivery Events, Agent Delivery Events, Intermediary Delivery Events, Certified Delivery Events, Carbon Copy Events, Witness Events, Notary Events, Envelope Summary Events, and Payment Events.

**Electronic Record and Signature Disclosure**

IN PROCESS

## **ESIGN DISCLOSURES AND CONSENT**

It is required by law to provide you with certain disclosures and information about the products, services or accounts you may receive or access in connection with your relationship with us ('Required Information'). With your consent, we can deliver Required Information to you by a) displaying or delivering the Required Information electronically; and b) requesting that you print or download the Required Information and retain it for your records.

This notice contains important information that you are entitled to receive before you consent to electronic delivery of Required Information. Your consent also permits the general use of electronic records and electronic signatures in connection with the Required Information.

In accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), I recognize that my eSignature (Electronic or Digital Signature) shall be given the same legal status as a signature made with a pen. I further recognize that the eSignature may not be denied legal effect, validity, or enforceability solely because it is in electronic form. I hereby consent to the use of eSignature.

After you have read this information, if you agree to receive Required Information from us electronically, and if you agree to the general use of electronic records and electronic signatures in connection with our relationship, please click the 'I ACCEPT' button below.

### **Statement of electronic disclosures:**

You may request to receive Required Information on paper, but if you do not consent to electronic delivery of Required Information, we cannot proceed with the acceptance and processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic delivery of Required Information, you may withdraw that consent at any time. However, if you withdraw your consent we will not be able to continue processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic disclosures, that consent applies to all Required Information we give you or receive from you in connection with our relationship and the associated notices, disclosures, and other documents.

You agree to print out or download Required Information when we advise you to do so and keep it for your records. If you are unable to print or download any Required Information, you may call us and request paper copies. If you need to update your e-mail address or other contact information with us, you may do so by calling us and requesting the necessary updates.

If you wish to withdraw your consent to electronic disclosures, you may do so by calling us and requesting withdrawal of consent. After consenting to receive and deliver Required Information electronically, you may request a paper copy of the Required Information by calling us.

If you do not have the required software and/or hardware, or if you do not wish to use electronic records and signatures for any other reason, you can request paper copies of the Required Information to be sent to you by calling us.

Your consent does not mean that we must provide the Required Information electronically. We may to, at our option, deliver Required Information on paper. We may also require that certain communications from you be delivered to us on paper at a specified address.

**I have read the information about the use of electronic records, disclosures, notices, and e-mail, and consent to the use of electronic records for the delivery of Required Information in connection with our relationship. I have been able to view this information using my computer and software. I have an account with an internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.**

In Process



**Certificate Of Completion**

Envelope Id: 54EBD26D8B3B4912AA7E5A2D4CA234F1  
 Subject: Please DocuSign: 47QMCH22C0001 - Fully Executed.pdf  
 Source Envelope:  
 Document Pages: 18  
 Certificate Pages: 1  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Status: Completed

Envelope Originator:  
 Christopher Hardcastle  
 1800 F St NW  
 Washington DC, DC 20405  
 christopher.hardcastle@gsa.gov  
 IP Address: 159.142.71.2

**Record Tracking**

Status: Original  
 3/18/2022 6:14:29 PM  
 Security Appliance Status: Connected  
 Storage Appliance Status: Connected

Holder: Christopher Hardcastle  
 christopher.hardcastle@gsa.gov  
 Pool: FedRamp  
 Pool: US General Services Administration

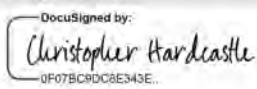
Location: DocuSign

Location: DocuSign

**Signer Events**

Christopher Hardcastle  
 christopher.hardcastle@gsa.gov  
 US General Services Administration  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 0F07B09DC8E343E...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 159.142.71.2

**Timestamp**

Sent: 3/18/2022 6:15:56 PM  
 Viewed: 3/18/2022 6:16:08 PM  
 Signed: 3/18/2022 6:16:28 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2022 6:15:57 PM
Certified Delivered	Security Checked	3/18/2022 6:16:08 PM
Signing Complete	Security Checked	3/18/2022 6:16:28 PM
Completed	Security Checked	3/18/2022 6:16:28 PM
Payment Events	Status	Timestamps

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1	OF 3	PAGES
2. AMENDMENT/MODIFICATION NUMBER P00001	3. EFFECTIVE DATE 05/06/2022 01:11:37 PM	4. REQUISITION/PURCHASE REQUISITION NUMBER 000000Z7	5. PROJECT NUMBER (If applicable)			
6. ISSUED BY 1800 F Street, NW Washington, District of Columbia 204050000 United States michael a sands 312-342-7506 michael.sands@gsa.gov	CODE 47QMCH	7. ADMINISTERED BY (If other than Item 6)		CODE		
1800 F Street, NW Washington, District of Columbia 204050000 United States michael a sands 312-342-7506 michael.sands@gsa.gov		1800 F Street, NW Washington, District of Columbia 204050000 United States michael a sands 312-342-7506 michael.sands@gsa.gov				
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) M V M, INC. (DUNS: 038049532) 44620 GUILFORD DR STE 150 ASHBURN, Virginia 20147-6063 United States 571-223-4630			(X)	9A. AMENDMENT OF SOLICITATION NUMBER		
				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER 47QMCH22C0001		
CODE			FACILITY CODE		10B. DATED (SEE ITEM 13) 04/05/2022	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers:  is extended.  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

285F.AF151.TM33.26.AF151.L52 Total Amount of Mod: \$0.00

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

See Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
	michael a sands		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		michael a sands	05/06/2022 01:11:37 PM EDT
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 53.243

Award PIID		Modification Number	Referenced IDV ID		FIN		Page 2 of 3		
47QMCH22C0001		P00001	Open Market		000000Z7				
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	POP/DELIVERY DATES	QTY. (C)	UNIT (D)	UNIT PRICE (E)	NEW AMOUNT (G)	PRIOR AMOUNT (H)	INCREASE / DECREASE (I)	REQ. (J)
1	Operations & Infrastructure	04/05/2022 - 03/18/2023	12	Months	\$44,463,072.00	\$44,463,072.00	\$44,463,072.00	\$0.00	Base
2	UC Transportation	04/05/2022 - 03/18/2023	20	Each	\$126,300,000.00	\$126,300,000.00	\$126,300,000.00	\$0.00	Base
3	UC Unaccompanied Trip	04/05/2022 - 03/18/2023	1	Each	\$94,725.00	\$94,725.00	\$94,725.00	\$0.00	Base
<b>TOTALS</b>					<b>\$170,857,797.00</b>	<b>\$170,857,797.00</b>	<b>\$170,857,797.00</b>		

Award PIID	Modification Number	Referenced IDV PIID	FIN	Page 3 of 3
47QMCH22C0001	P00001	Open Market	000000Z7	

DESCRIPTION

The purpose of this modification is to change the COR from Lora Kutkat to Stefanie Schmitz effective immediately. A new COR Designation Letter was executed and distributed on 5/6/2022. All other terms and conditions remain the same.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NUMBER P00002	3. EFFECTIVE DATE 07/01/2022 09:56:26 AM	4. REQUISITION/PURCHASE REQUISITION NUMBER 000000Z7	5. PROJECT NUMBER (If applicable)	
6. ISSUED BY 1800 F Street, NW Washington, District of Columbia 204050000 United States michael a sands 312-342-7506 michael.sands@gsa.gov	CODE 47QMCH	7. ADMINISTERED BY (If other than Item 6) 1800 F Street, NW Washington, District of Columbia 204050000 United States michael a sands 312-342-7506 michael.sands@gsa.gov		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) M V M, INC. (DUNS: 038049532) 44620 GUILFORD DR STE 150 ASHBURN, Virginia 20147-6063 United States 571-223-4630		(X)	9A. AMENDMENT OF SOLICITATION NUMBER	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NUMBER 47QMCH22C0001	
			10B. DATED (SEE ITEM 13) 04/05/2022	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers:  is extended.  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

285F.AF151.TM33.26.AF151.L52 Total Amount of Mod: \$113,670,000.00

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Peter Rice		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) michael a sands	
15B. CONTRACTOR/OFFEROR Peter Rice	15C. DATE SIGNED 07/01/2022 09:55:37 AM EDT	16B. UNITED STATES OF AMERICA michael a sands	16C. DATE SIGNED 07/01/2022 09:56:26 AM EDT
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 53.243

Award PIID		Modification Number	Referenced IDV ID		FIN		Page 2 of 3		
47QMCH22C0001		P00002	Open Market		000000Z7				
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	POP/DELIVERY DATES	QTY. (C)	UNIT (D)	UNIT PRICE (E)	NEW AMOUNT (G)	PRIOR AMOUNT (H)	INCREASE / DECREASE (I)	REQ. (J)
1	Operations & Infrastructure	04/05/2022 - 03/18/2023	12	Months	\$44,463,072.00	\$44,463,072.00	\$44,463,072.00	\$0.00	Base
2	UC Transportation	04/05/2022 - 03/18/2023	38	Each	\$239,970,000.00	\$239,970,000.00	\$126,300,000.00	\$113,670,000.00	Base
3	UC Unaccompanied Trip	04/05/2022 - 03/18/2023	1	Each	\$94,725.00	\$94,725.00	\$94,725.00	\$0.00	Base
<b>TOTALS</b>					<b>\$284,527,797.00</b>	<b>\$284,527,797.00</b>	<b>\$170,857,797.00</b>		

Award PIID	Modification Number	Referenced IDV PIID	FIN	Page 3 of 3
47QMCH22C0001	P00002	Open Market	000000Z7	

DESCRIPTION

Reference contract 47QMCH22C0001 for Unaccompanied Children Transportation & Logistics (UCTL) Services. The purpose of this modification is to increase CLIN 00002 by 18 from 20 to 38. The period of performance for this work shall be the date of execution of this modification through 3/18/2023. This modification increases the contract total by \$113,670,000.00 from \$170,857,797.00 to \$284,527,797.00.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NUMBER P00003	3. EFFECTIVE DATE 09/26/2022 09:25:15 AM	4. REQUISITION/PURCHASE REQUISITION NUMBER 000000Z7	5. PROJECT NUMBER (If applicable)	
6. ISSUED BY 1800 F Street, NW Washington, District of Columbia 204050000 United States michael a sands 312-342-7506 michael.sands@gsa.gov	CODE 47QMCH	7. ADMINISTERED BY (If other than Item 6) 1800 F Street, NW Washington, District of Columbia 204050000 United States michael a sands 312-342-7506 michael.sands@gsa.gov		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) M V M, INC. (DUNS: 038049532) 44620 GUILFORD DR STE 150 ASHBURN, Virginia 20147-6063 United States 571-223-4630		(X)	9A. AMENDMENT OF SOLICITATION NUMBER	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NUMBER 47QMCH22C0001	
			10B. DATED (SEE ITEM 13) 04/05/2022	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers:  is extended.  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

285F.AF151.TM33.26.AF151.L52 Total Amount of Mod: \$50,520,000.00

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Peter Rice		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) michael a sands	
15B. CONTRACTOR/OFFEROR Peter Rice	15C. DATE SIGNED 09/26/2022 09:15:38 AM EDT	16B. UNITED STATES OF AMERICA michael a sands	16C. DATE SIGNED 09/26/2022 09:25:15 AM EDT
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 53.243



Award PIID		Modification Number	Referenced IDV ID		FIN		Page 2 of 3		
47QMCH22C0001		P00003	Open Market		000000Z7				
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	POP/DELIVERY DATES	QTY. (C)	UNIT (D)	UNIT PRICE (E)	NEW AMOUNT (G)	PRIOR AMOUNT (H)	INCREASE / DECREASE (I)	REQ. (J)
1	Operations & Infrastructure	04/05/2022 - 03/18/2023	12	Months	\$44,463,072.00	\$44,463,072.00	\$44,463,072.00	\$0.00	Base
2	UC Transportation	04/05/2022 - 03/18/2023	46	Each	\$290,490,000.00	\$290,490,000.00	\$239,970,000.00	\$50,520,000.00	Base
3	UC Unaccompanied Trip	04/05/2022 - 03/18/2023	1	Each	\$94,725.00	\$94,725.00	\$94,725.00	\$0.00	Base
<b>TOTALS</b>					<b>\$335,047,797.00</b>	<b>\$335,047,797.00</b>	<b>\$284,527,797.00</b>		

Award PIID	Modification Number	Referenced IDV PIID	FIN	Page 3 of 3
47QMCH22C0001	P00003	Open Market	000000Z7	

DESCRIPTION

Reference contract 47QMCH22C0001 for Unaccompanied Children Transportation & Logistics (UCTL) Services. The purpose of this modification is to increase CLIN 00002 by 8 from 38 to 46. The period of performance for this work shall be the date of execution of this modification through 3/18/2023. This modification increases the contract total by \$50,520,000.00 from \$284,527,797.00 to \$335,047,797.00.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NUMBER P00004	3. EFFECTIVE DATE 11/17/2022 11:21:45 AM	4. REQUISITION/PURCHASE REQUISITION NUMBER 000000Z7	5. PROJECT NUMBER (If applicable)	
6. ISSUED BY 1800 F Street, NW Washington, District of Columbia 204050000 United States michael a sands 312-342-7506 michael.sands@gsa.gov	CODE 47QMCH	7. ADMINISTERED BY (If other than Item 6) 1800 F Street, NW Washington, District of Columbia 204050000 United States michael a sands 312-342-7506 michael.sands@gsa.gov		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) M V M, INC. (DUNS: 038049532) 44620 GUILFORD DR STE 150 ASHBURN, Virginia 20147-6063 United States 571-223-4630		(X)	9A. AMENDMENT OF SOLICITATION NUMBER	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NUMBER 47QMCH22C0001	
			10B. DATED (SEE ITEM 13) 04/05/2022	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers:  is extended.  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

285F.AF151.TM33.26.AF151.L52 Total Amount of Mod: \$69,465,000.00

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Peter Rice	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) michael a sands
15B. CONTRACTOR/OFFEROR Peter Rice  (Signature of person authorized to sign)	15C. DATE SIGNED 11/17/2022 11:19:55 AM EST
16B. UNITED STATES OF AMERICA michael a sands  (Signature of Contracting Officer)	16C. DATE SIGNED 11/17/2022 11:21:45 AM EST

Previous edition unusable

**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 53.243

Award PIID		Modification Number	Referenced IDV ID		FIN		Page <u>2</u> of <u>3</u>		
47QMCH22C0001		P00004	Open Market		000000Z7				
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	POP/DELIVERY DATES	QTY. (C)	UNIT (D)	UNIT PRICE (E)	NEW AMOUNT (G)	PRIOR AMOUNT (H)	INCREASE / DECREASE (I)	REQ. (J)
1	Operations & Infrastructure	04/05/2022 - 03/18/2023	12	Months	\$44,463,072.00	\$44,463,072.00	\$44,463,072.00	\$0.00	Base
2	UC Transportation	04/05/2022 - 03/18/2023	57	Each	\$359,955,000.00	\$359,955,000.00	\$290,490,000.00	\$69,465,000.00	Base
3	UC Unaccompanied Trip	04/05/2022 - 03/18/2023	1	Each	\$94,725.00	\$94,725.00	\$94,725.00	\$0.00	Base
<b>TOTALS</b>					<b>\$404,512,797.00</b>	<b>\$404,512,797.00</b>	<b>\$335,047,797.00</b>		



Award PIID	Modification Number	Referenced IDV PIID	FIN	Page 3 of 3
47QMCH22C0001	P00004	Open Market	000000Z7	

**DESCRIPTION**

Reference contract 47QMCH22C0001 for Unaccompanied Children Transportation & Logistics (UCTL) Services. The purpose of this modification is to increase CLIN 00002 by 11 from 46 to 57 and to incorporate a mutually agreed upon revision to the Performance Work Statement (PWS). The period of performance for this work shall be the date of execution of this modification through 3/18/2023. The contractor shall adhere to the revised PWS in Attachment 1 and the schedule shown in Attachment 2 of this modification. This modification increases the contract total by \$69,465,000.00 from \$335,047,797.00 to \$404,512,797.00.

Performance Work Statement  
Unaccompanied Children Transportation and Logistics  
Administration for Children and Families  
Office of Refugee Resettlement

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## **1 Introduction**

The purpose of this requirement is to secure a national transportation services contractor to coordinate and make travel arrangements for Unaccompanied Children (UC) while in the custody of the Department of Health and Human Services. Reasons for transportation include: 1) transferring UC to their sponsors once ORR approves reunification with suitable sponsors, transferring between ORR facilities, or transferring UC back to ORR facilities from sponsor or third party; and 2) mass transportation during emergent influx situations or other emergency needs (e.g., weather or public health-related).

## **2 Background**

The Office of Refugee Resettlement (ORR), Division of Unaccompanied Children's Operations (DUCO) program provides unaccompanied children (UC) with a safe and appropriate environment until they are transported to appropriate sponsors while their immigration cases proceed. ORR is an office within the Administration for Children and Families (ACF), which is a division of the Department of Health & Human Services (HHS). The ORR has identified a critical need for transportation services at a national level to transport UC in ORR facilities located throughout the United States.

## **3 Objectives**

The Contractor shall provide timely and efficient transportation arrangements for the Influx Care Facilities (ICF) and ORR licensed care provider facilities (referred to throughout as ORR facilities) on a 24/7/365 basis. The contractor shall be responsible for purchasing transportation, including but not limited to flights, trains, vans/bus charters, ships, and car rentals for the UC and an escort, if applicable, to transport the child. The place of performance will be throughout the United States of America as well as its territories.

The Contractor shall:

- Provide commercial transportation services using vans, ambulances, motor coach (bus), taxicab or air transport for both scheduled and unscheduled routes. Services can be used for single or multiple passenger shuttle transportation between and among specified locations; driver services; airport transport, etc. within or between cities for UC movement (as needed).
- Furnish all vehicles, insurance, drivers, supervision, maintenance, equipment, and operating supplies/services, and perform all services necessary to provide passenger ground transportation services.
- Ensure that its firm and staff maintain any generally required professional certification, accreditation, license, bond, and proficiency relative to their area of expertise. The Contractor shall retain documentation of such records.
- Book itineraries for all UC transportation requirements.
- Provide escort services for UC movement described in section 1 above.
- In the event of a recovery purchase, contractor may be required to provide and



implement close-out and shutdown procedures IAW 5.12 Closeout and Demobilization Activities.

### **Specific Requirements**

The Contractor shall adhere to the following requirements in its capacity as the owner and operator of ground transportation vehicles and services:

1. Operating Authority and Compliance:
  - a. Contractors that operate ground transportation services as a carrier of ORR UCs shall provide proof of compliance on award, and on the anniversary of award date, with the US Department of Transportation (DOT) Safer System found at <https://safer.fmcsa.dot.gov>. Proof of compliance includes updated MCS-150 applications every 24 months as required by DOT.
  - b. Shall provide on award, and on the anniversary of award date, proof of carriers' updated Vehicle Miles Travelled (VMT) and Power Unit (PU) data to ensure that it is current and accurate with the MCS-150 carrier registration information with DOT. Outdated or inaccurate data could negatively affect your safety assessment.
  - c. The Contractor shall have and maintain current charter or common carrier operating authority as required by the appropriate regulatory agencies. The Contractor shall comply with all stipulations and representations required by any Federal, State, Municipal or local laws or executive orders, or any applicable rules, orders, regulations, or requirements of any commercial carriers.
  - d. Ensure all drivers and equipment are in compliance with the Department of Transportation Federal Motor Carrier Safety Administration (FMCSA) Regulations as it applies to the definition of a commercial motor vehicle, including a Safety Measurement System rating that does not exceed the intervention threshold as defined by DOT. Safety Rating must be, at a minimum "satisfactory" or "not rated" (see <http://ai.fmcsa.dot.gov/SMS/> to look up Safety Ratings)
  - e. Ensure all commercial motor vehicles (as defined by the FMCSA) have the United States Department of Transportation (USDOT) Numbers for all vehicles involved in interstate commerce, whether they are private carriers or for hire carrier. These DOT numbers shall be provided to the Contracting Officer prior to award of any contract.
  - f. Ensure that limousine services are in compliance with 49 C.F.R. Parts 390-399 of Federal Motor Carrier Safety Regulations (FMCSR).

- g. Ensure that shuttle buses are in compliance with 49 CFR Part 38 – Americans and Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- h. Ensure vehicles are accessible for standard or motorized wheelchairs or motor scooters, which includes appropriate locking devices when required by ordering agency.

2. Insurance:

- a. Possess and maintain adequate liability insurance in accordance with state or local regulations to cover both drivers and vehicles being operated by the drivers at his/her own expense.
- b. Furnish copies of current insurance coverage for each passenger vehicle required by the applicable regulatory authorities.
- c. Ensure that all vehicle(s) used to transport authorized users meet the local and state insurance requirements.
- d. Possess and maintain insurance coverage for Interstate/Intrastate carriers in the amount required by the Federal Highway Administration (FHA)/state regulatory body, respectively. Contractors operating both intrastate and interstate are required to comply with FHA insurance requirements.
- e. Possess and maintain -commercial auto liability insurance of at least \$1,500,000 for any vehicles with a seating capacity of 15 or less (including the driver) and \$5,000,000 if vehicle has a seating capacity of 16 or more passengers. Such limits of insurance may be accomplished through a combination of primary and excess liability insurance policies.
- f. Possess and maintain evidence of Worker's Compensation Insurance or a written explanation as to why the Contractor is exempt from the requirement.
- g. Provide proof of insurance upon request.

3. Indemnification:

- a. To the extent of insurance proceeds, agree to indemnify and save harmless agency from and against insured claims brought against agency and liabilities incurred by agency which are caused by

contractor-owned or -leased vehicles, whether under industrial accident laws, worker's compensation laws, or any other federal, state, or municipal laws, rules, regulations, and orders applicable to the relationship between employers and employees of contractor.

- b. The Government will not be responsible for violations incurred by the operator or citation issued for deficiencies of the vehicle. Contractor agrees to indemnify and save harmless the Government agency from and against claims brought against the Agency and liabilities incurred by the Agency arising from liability caused by contractor-owned or -leased vehicles in the performance of services for or on behalf of the Agency.

#### 4. Driver:

- a. All drivers of commercial motor vehicles (as defined by the FMCSA) must meet and be in compliance with all state licensing requirements as outlined by the Federal Motor Carrier Safety Regulations (FMCSRs). The Contractor, as an independent contractor, and not as an agent of the Government, shall at his/her own expense, obtain and maintain the necessary permits, franchises, licenses, or other authorizations and certifications required of commercial carriers to lawfully perform the services required under this contract.
- b. Vehicles shall be operated by drivers who meet all state and local licensing and insurance requirements. Contractor shall instruct all drivers to obey all traffic rules and regulations, including posted speed limits, traffic signals and director/parking signs in compliance with applicable state and local laws.
- c. Ensure drivers are routinely tested for drug and alcohol violations IAW 49 CFR Part 40. The Contractor driver's annual summary of drug and alcohol testing records will be provided upon request as part of the inspection in accordance with 49 Code of Federal Regulations Parts 382 and 391. Such services will be at the company's own expense.

#### 5. Vehicle and Passenger Safety:

- a. Comply with the generally accepted standards for vehicle operation and maintenance practices. As a minimum, the contractor shall comply with all provisions, applicable statutes and agreements which may affect safety, and with all applicable Department of Transportation and State regulations, directives, orders, rules and standards.
- b. Ensure all operating equipment is properly maintained. Contractor must have in place a company program ensuring the systematic inspection and maintenance of all vehicles in the carrier's control. All

parts and accessories must be in safe and reliable operating conditions at all times. This includes vehicles' brake system, hazard and warning signals, head lamps or lights, parking brake system, reflective material strip and tail lamps, turn signals and other accessories that may affect the safe operation of the vehicles.

- c. Provide a copy of vehicle maintenance records upon request. In the event of an accident or failure of a vehicle, the contractor's driver shall do his/her utmost to ensure the safety of all passengers. The contractor shall immediately dispatch vehicle(s) to the scene to transport stranded passengers while simultaneously notifying the customer agency of the incident and any/all actions taken.
- d. Comply with the Department of Transportation (DOT) safety inspections ensuring that each vehicle used in the performance of this contract be inspected in accordance with the inspection requirements of the state/local governmental regions in which the vehicle is garaged. A current certificate of inspection must be available for review by the ordering agency.
- e. Prior to departure from the origin point, each driver of a commercial motor vehicle (as defined by the FMCSA) shall complete a Driver Vehicle Inspection Report (U.S. CFR § 396.11), indicating a bus standard or service/safety inspection was conducted by the driver. Such report may be requested to be sent to the federal agency.
- f. Keep records and logs of mileage, maintenance, accidents and repairs, and so forth, for the duration of the contract, for all vehicles used under this contract for verification purposes. The Contractor shall store vehicle inspection records electronically and/or in the location where the vehicles are maintained or garaged.
- g. The Contractor shall also maintain employee-training records, documenting training required by DOT regulations and the Contractor. The records shall be made available to the customer agencies upon request.

The Contractor shall adhere to the following requirements in its capacity as the prime contractor subcontracting ground transportation services to ground transportation charter carriers:

1. Operating Authority and Compliance:

- a. Require subcontractors that operate ground transportation services as a carrier of ORR UCs to provide proof of compliance annually with the



US Department of Transportation (DOT) Safer System found at <https://safer.fmcsa.dot.gov>. Proof of compliance includes updated MCS-150 applications every 24 months as required by DOT.

- b. Shall provide on award, and on the anniversary of award date, proof of carriers' updated Vehicle Miles Travelled (VMT) and Power Unit (PU) data to ensure that it is current and accurate with the MCS-150 carrier registration information with DOT. Outdated or inaccurate data could negatively affect your safety assessment. Charter carriers with safety assessments less than satisfactory or exceeding an intervention threshold for a safety category (i.e.: Unsafe Driving, Hours of Service compliance, driver fitness, controlled substances and alcohol, vehicle maintenance, crash indicator, etc.) shall not be permitted to provide services under this contract.
- c. Require that subcontractors have and maintain current charter or common carrier operating authority as required by the appropriate regulatory agencies, and that subcontractors comply with all stipulations and representations required by any Federal, State, Municipal or local laws or executive orders, or any applicable rules, orders, regulations, or requirements of any commercial carriers.
- d. Require all drivers and equipment to be in compliance with the Department of Transportation Federal Motor Carrier Safety Administration (FMCSA) Regulations, including a Safety Measurement System rating that does not exceed the intervention threshold as defined by DOT. Safety Rating must be, at a minimum "satisfactory" or "not rated" (see <http://ai.fmcsa.dot.gov/SMS/> to look up Safety Ratings).
- e. Require that all vehicles have the United States Department of Transportation (USDOT) Numbers for all vehicles involved in interstate commerce, whether they are private carriers or for hire carrier. These DOT numbers shall be provided to the Contracting Officer upon request.
- f. Require that limousine services are in compliance with 49 C.F.R. Parts 390-399 of Federal Motor Carrier Safety Regulations (FMCSR).
- g. Require that shuttle buses are in compliance with 49 CFR Part 38 – Americans and Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- h. Require that vehicles are accessible for standard or motorized wheelchairs or motor scooters, which includes appropriate locking devices when required by ordering agency.

2. Insurance:

- a. Require that subcontractors possess and maintain adequate liability insurance in accordance with state or local regulations to cover both drivers and vehicles being operated by the drivers at his/her own expense.
- b. Furnish copies of current insurance coverage naming the Contractor and Government agency as additional insured for each passenger vehicle required by the applicable regulatory authorities.
- c. Require that all vehicle(s) used to transport authorized users meet the local and state insurance requirements.
- d. Require that subcontractors possess and maintain insurance coverage for Interstate/Intrastate carriers in the amount required by the Federal Highway Administration (FHA)/state regulatory body, respectively. Subcontractors operating both intrastate and interstate are required to comply with FHA insurance requirements.
- e. Require that subcontractors possess and maintain commercial auto liability insurance of at least \$1,500,000 for any vehicles with a seating capacity of 15 or less (including the driver) and \$5,000,000 if vehicle has a seating capacity of 16 or more passengers.
- f. Require that subcontractors possess and maintain evidence of Worker's Compensation Insurance or a written explanation as to why the subcontractor is exempt from the requirement.
- g. Provide proof of insurance upon request.

3. Indemnification:

- a. To the extent of insurance proceeds, agree to indemnify and save harmless Government agency from and against insured claims brought against agency and liabilities incurred by agency arising from subcontractor, whether under industrial accident laws, worker's compensation laws, or any other applicable federal, state, or municipal laws, rules, regulations, and orders.
- b. The Government will not be responsible for violations incurred by the subcontractor or citation issued for deficiencies of the vehicle. Subcontractor shall agree to indemnify and save harmless the Government agency from and against any claims brought against the Agency and liabilities incurred by the Agency arising from the

subcontractor's work for or on behalf of the Contractor and Agency.

4. Driver:

- a. Require that all drivers meet and be in compliance with all state licensing requirements as outlined by the Federal Motor Carrier Safety Regulations (FMCSRs). The Contractor and its subcontractors, as independent contractors and not as an agent of the Government, shall at their own expense, obtain and maintain the necessary permits, franchises, licenses, or other authorizations and certifications required of commercial carriers to lawfully perform the services required under this contract.
- b. Vehicles shall be operated by drivers who meet all federal DOT, state, and local licensing and insurance requirements. Contractor shall require that subcontractors instruct all drivers to obey all traffic rules and regulations, including posted speed limits, traffic signals, and director/parking signs in compliance with applicable state and local laws.
- c. Require that drivers are routinely tested for drug and alcohol violations IAW 49 CFR Part 40. The subcontractor's annual summary of drug and alcohol testing records will be provided upon request as part of the inspection in accordance with 49 Code of Federal Regulations Parts 382 and 391. Such services will be at the company's own expense.

5. Vehicle and Passenger Safety:

- a. Require compliance with the generally accepted standards for vehicle operation and maintenance practices. As a minimum, the contractor shall require compliance with all provisions, applicable statutes and agreements which may affect safety, and with all Department of Transportation and State regulations, directives, orders, rules and standards.
- b. Require that all operating equipment is properly maintained. The subcontractor must have in place a company program ensuring the systematic inspection and maintenance of all vehicles in the carrier's control. All parts and accessories must be in safe and reliable operating conditions at all times. This includes vehicles' brake system, hazard and warning signals, head lamps or lights, parking brake system, reflective material strip and tail lamps, turn signals and other accessories that may affect the safe operation of the vehicles.
- c. Provide a copy of vehicle maintenance records upon request. In the event of an accident or failure of a vehicle, the subcontractor's driver shall do his/her utmost to ensure the safety of all passengers. The

contractor shall ensure vehicle(s) are immediately dispatched to the scene to transport stranded passengers while simultaneously notifying the customer agency of the incident and any/all actions taken.

- d. Require compliance with the Department of Transportation (DOT) safety inspections ensuring that each vehicle used in the performance of this contract be inspected in accordance with the inspection requirements of the state/local governmental regions in which the vehicle is garaged. A current certificate of inspection must be available for review by the ordering agency.
- e. Require that prior to departure from the origin point, each driver shall complete a Driver Vehicle Inspection Report (U.S. CFR § 396.11) , indicating a bus standard or service/safety inspection was conducted by the driver. Such report may be requested to be sent to the customer agency.
- f. Require that subcontractors keep records and logs of mileage, maintenance, accidents and repairs, and so forth, for all vehicles used under this contract for verification purposes. The subcontractor shall store vehicle inspection records electronically and/or in the location where the vehicles are maintained or garaged.
- g. Require that subcontractors maintain employee-training records, documenting training required by the Contractor and equipment operator training and safety training. The records shall be made available to the customer agencies upon request.

The Contractor shall provide unarmed escort staff. For these staff, the contractor shall provide or cause to be provided management, supervision, manpower, training, certifications, driver's licenses, drug testing, equipment, and supplies necessary to provide on-demand escort services for UC ranging from infants to 17 years of age, seven (7) days a week, 365 days a year. The contractor must provide staff who are qualified and trained to work with this vulnerable population.

Required UC transportation services vary significantly in lead time, as some days have no demand while others may have transportation requests with short turnaround time. Demand occurs on both weekdays and weekends, 24/7/365. It is the responsibility of the Contractor to purchase all commercial plane and other tickets, coordinate charter flights, and make all other transportation arrangements.

The contractor must plan commercial or charter flights in a period of less than 24 hours. The contractor shall be prepared to arrange alternate travel in case of unforeseen weather conditions, delays, or flight conditions. The Contractor shall promptly arrange alternate travel when these instances occur. In some situations, such as flight delays, cancellations, etc., the time the contractor maintains custody of the UC may be



extended. In limited cases, overnight housing may be required as described herein.

The outcome of this effort is for the contractor to provide a cadre of qualified staff to provide transportation services in a timely manner that allow for effective, efficient, and incident-free transport of the UC population.

The contractor must treat all UC with dignity and respect, while adhering to all applicable Federal and state statutes, regulations, and ORR standard operating procedures and policies relative to the care and custody of UC, including the Prison Rape Elimination Act (PREA) Training. The contractor shall provide staff who are qualified and trained to work with this vulnerable population as stated herein.

#### **4 Scope**

ORR requires a national transportation contractor to provide transport for: 1) UCs at discharge and/or in need of transfer within the ORR network; and 2) scalable transportation for large-scale movement in the event of an emergency, surges in the UC population, or other ad hoc needs as directed by the COR. The Contractor shall provide timely ground, air, or water transportation services including booking and transportation operations to transport a UC from an ORR facility to the sponsor and/or between ORR facilities, and/or to facilitate the transfer of UC custody between federal and/or non-federal agencies. For transporting UC during mass movements, the Contractor shall coordinate with a travel agency to ensure timely travel needs are met.

The Contractor shall furnish all of the necessary personnel, materials, and services required to perform the work under this contract.

In addition, local, state, and Federal public health requirements must be followed. This includes any new health requirements stemming from emerging health emergencies (e.g. COVID-19 guidance regarding quarantine, isolation, and capacity) when the transportation is directly provided by the Contractor. The contractor shall make capacity adjustments in alignment with local, state, and federal guidelines for COVID-19.

Upon award, the contractor must have a sufficient staffing pool to meet the current transportation services for approximately 8000 UCs per month.

The Contractor shall pick up UC from shelter-designated staging areas on shelter premises. Once UC are officially discharged, the Contractor may use mobile staging locations (i.e., coach buses with restrooms). The Contractor shall provide ready access at mobile staging locations to food, water, restroom facilities, and comfortable furniture at all times; and clean clothes and hygiene products appropriate for the UC's age, gender, and specific needs as necessary. UC waiting time in such areas shall be limited to a maximum of 12 hours at shelter-designated staging areas, and a maximum of 4 hours at mobile staging locations unless otherwise approved by the COR. In instances where travel arrangements are delayed due to reasons outside the Contractor's control, and a UC is returned to their original departure site, the waiting time maximum limits

shall be restarted.

In the event of travel disruptions, the contractor shall ensure the health and safety of the UCs at all times. Overnight stays in hotels are appropriate as long as they are consistent with ORR-mandated escort-to-UC ratios (number and gender). Contractor staff shall maintain line of site of UC in accordance with ORR policy and provide supervision at all times. For overnight stays, the Contractor shall provide ready access to food, water, and comfortable furniture at all times, and clean clothes and hygiene products appropriate for the UC's age, gender, and specific needs as necessary.

**Standard:** Mobile staging areas are provided for discharged UC awaiting transport IAW Sections 4 and 5.2 of the PWS, provided such an area is at an EIS or ORR shelter and the ORR-assigned FFS for that shelter has approved.

**AQL:** No more than 3 verified instances per month of: UC waiting in excess of 12 hours at a shelter-designated staging area for transport; UC waiting in excess of 4 hours at a mobile staging area for transport, unless otherwise approved by the COR; or UC at a mobile staging area or overnight stay not receiving ready access to food, water, or comfortable furniture, and clean clothing or hygiene products if necessary.

**Inspection:** COR monthly inspection.

## 5 Performance Requirements

### 5.1 Transportation Arrangements

The Contractor shall ensure that transportation arrangements are booked in an automated transportation system, and that the appropriate ORR staff has access to the associated travel itineraries for both UCs and their escorts within 24 hours of ORR's initial transportation request.

The Contractor shall avoid planning pre-dawn and late-night travel whenever feasible and shall notify the COR, in writing, when a specific instance necessitates pre-dawn or late-night travel. Pre-dawn is defined as prior to 5 a.m. local time, and late-night is defined as departure of any leg of travel after 12 a.m. (midnight) local time.

Escorts will maintain a log of key trip milestones to ensure adherence to in-trip protocols. These milestones include tracking when the UC is picked up from the ORR facility, when the UC is in transport, and when the UC is reunified with their sponsor or arrive at another ORR facility.

Transportation Standard: All travel arrangements are booked with itineraries delivered to the ORR COR within 24 hours of transport requests.

Acceptable Quality Level (AQL): 95% of travel bookings are made and itineraries are delivered within 24 hours of transport requests in any 120-day period.

Inspection: Completed Quality Performance monthly checklists and automated travel logs will be made available to the ORR COR.

### **5.1.1 Individual UC Transports**

The Contractor staff will evaluate the ground transport travel time and flight travel time for each UC movement and select the most expeditious and efficient method of transport with a goal of minimizing UC travel time. In general, ground transport shall be used for short distance trips (up to 12 hours unless otherwise approved by the COR) unless other unavoidable travel disruptions reasonably beyond the Contractor's control would unnecessarily delay UC reunification with the approved sponsor.

Commercial air flights are the preferred method of transport for long-distance trips (defined as any trip exceeding 12 hours unless otherwise approved by the COR), unless flight availability or other unavoidable travel disruptions reasonably beyond the Contractor's control would unnecessarily delay UC reunification with the approved sponsor. The Contractor shall seek direction and approval from the COR where the Contractor believes deviations from these requirements are necessary for the safe and/or expeditious transport of the UC.

### **5.1.2 Specialized Transports**

Medically fragile children and/or those with special needs may require a transportation method that is time-saving, direct, and provides for appropriate accompanying medical or mental health care. For this requirement, the term "special needs" includes, but is not limited to, medical, mental, emotional, behavioral, or any other characteristic of a UC that requires transportation by ambulance, accessible vehicle or other transportation, staff secure transport, or other mode of transport and staff assistance to ensure these UC are safely and efficiently transported. For any specialized transports, ORR shall instruct the referring care provider to provide the Contractor with any particular UC-related medical transport specifications or orders instructed by the referring doctor to ensure the Contractor's transportation staff has the necessary staff and equipment to make a safe and appropriate transfer. Should the specifications or instructions provided by the referring doctor fall outside the scope of the training and qualifications of the Contractor's personnel, the Contractor shall notify the ORR COR to discuss alternative arrangements. Additional special UC needs may require the contractor to provide specialized transportation and staffing approaches to ensure the UC's safe and timely transfer or unification.

Specialist Transport Standard: All specialized transportations occur in accordance with referring doctor and/or ORR instructions.

AQL: 100% compliance with referring doctor and ORR instructions. Inspection: Monthly reporting for ORR COR records.

### **5.1.3 Charter Transportation/Large-scale Transportation**

To move large-scale numbers of UC (up to 1,000 within 48 hours of ORR notification) between shelters or other specified departure/destination facilities, the contractor shall



evaluate the use of commercial air flight, charter flights, and charter buses. When air travel is inefficient or flight availability would delay reunification in excess of 24 hours, the contractor is authorized to use charter bus services to reunify UC with sponsors. When conducting ground transport, the contractor shall take into consideration all relevant state, federal and Department of Transportation regulations, the age and needs of the UC for mandatory seatbelt use and other safety assurances and will plan for and take appropriate breaks commensurate with the overall length of travel. UC shall be supervised by the contractor in accordance with ORR-mandated staffing ratios at all times. On all charter flights or bus trips, contractor escorts will check and clean the bathrooms with sanitizing wipes on the hour to maintain a high standard of cleanliness.

Specific to charter flights, no charter shall be planned to wait on the tarmac for more than 3 hours with UC onboard.

Charter Standard: All charter transportation arrangements are booked within 24 hours of notification.

AQL: 95% of charter transportation arrangements are booked within 24 hours of notification in any 60-day period.

Inspection: ORR COR records every 60 days.

## **5.2 Staging**

Staging is defined as a zone used for processing and preparation of UCs.

The contractor shall consider the age and special needs of individual UC being transported when making travel plans and determining how and where UC will be staged. The contractor shall employ the use of appropriate staging locations at all times (hotels, dedicated space within an ORR facility, or other ORR approved venue). The contractor shall use mobile staging locations (e.g., coach buses with restrooms) at predetermined locations. This includes staging locations for UC sponsor reunifications.

All reunification staging locations should be well lit, have rest room facilities, provide enough space for traffic circulation, and be appropriately coordinated with the site proprietor (i.e. buses parked at hotel parking lots for sponsor reunification should be coordinated ahead of time).

UC waiting times at mobile staging locations are limited to a maximum of four hours, unless otherwise approved by the COR in writing. Bus staging at an ORR facility must be coordinated with ORR Federal Field Supervisor assigned to the ORR facility.

## **5.3 Discharge/Transfer**

As directed by the COR, the Contractor shall ensure that transportation arrangements are booked and the associated travel itinerary for both UCs and escorts are delivered to ORR



staff for UC sponsor reunification or transfer within the ORR care provider network within 24 hours of ORR's initial transportation request. In some circumstances, ORR staff may request expedited transportation as needed. Care providers' operations are 24 hours per day, seven days per week.

Transportation requirements could be needed at any time to move children between care provider programs or to sponsors. The Contractor shall avoid planning pre-dawn and late-night travel whenever feasible and shall notify the COR, in writing, when a specific instance necessitates pre-dawn or late-night travel.

#### **5.4 Large-Scale Transportation**

The Contractor shall provide time efficient ground, air, and water transportation arrangements to move children within the ORR network of care providers, including temporary shelter facilities. Where necessary, the Contractor shall coordinate travel arrangements within 24 hours of notification by ORR. At a minimum, the Contractor shall have scalable staffing and equipment to provide transportation services for up to 1,000 children to be transported per day within 48 hours of notification.

The Contractor shall provide time efficient ground, air and/or water transportation arrangements to transport a child from an ORR care provider to the sponsor. The Contractor shall not release the UC to any individual other than the sponsor or facility Manager/POC approved by ORR. Transportation services may require trips across state lines.

Charter Standard: All charter transportation arrangements are booked within 24 hours of notification .

AQL: 95% of charter transportation arrangements are booked within 24 hours of notification in any 60-day period.

Inspection: ORR COR records every 60 days.

#### **5.5 Modes of Transportation**

As appropriate to support large-scale movements of UC, the Contractor shall evaluate the use of charter flight(s) and/or charter buses. The Contractor is authorized to use charter bus services to reunify UC with sponsors when air travel is inefficient or flight availability would excessively delay reunification (including delays in excess of 24 hours to effectuate physical reunification).

##### **5.5.1 Ground Transportation UC Support**

Ground transportation UC support is defined as transportation care for UC that is over land instead of on water or in the air. For the purposes of this requirement, ground transportation shall be provided in sedans, vans or buses.

Unless otherwise approved by the COR in writing, all ground transports shall not exceed twelve (12) hours in any 15-hour period.

5.5.1.1 The Contractor shall provide ground transportation and UC care as follows:

- The Contractor shall employ whatever means of ground transportation is best suited to the circumstances (e.g., commercial ground transport, charter ground transport, Contractor-owned vans or buses, etc.). The selected method of transportation must have an adequate number of restraints, car seats, and boosters (only in the back seats) and sufficient space for UC property and assistive devices and restraints (e.g., wheelchairs) as appropriate. Ground transportation must have temperature-controlled ventilation and be kept at a temperature comfortable to children.

Manufacturers' specifications must be followed to assure that safety requirements are met. Buses must be equipped with at least one operable bathroom facility that is kept clean, appropriately stocked with soap, bathroom tissues, and single-use towels, and be free of litter at all times.

- The size of the vehicle shall be determined, among other factors, by the number of UCs being transported. Transportations conducted with a small number of UCs that exceed 6 hours shall be conducted in a vehicle no smaller than a sedan or van.
- When escorting UC in contractor vehicles, the Contractor shall ensure that ground transportation checks in at least once in any 2-hour period via radio, mobile phone, or other electronic means, insofar as technologically possible consistent with the contractor's approved Communications Plan.
- The Contractor shall provide, operate, manage, and maintain vehicles in accordance with manufacturer recommendations and all applicable statutes, regulations, and policies and as well as shall ensure the availability of escorts, 24 hours per day, 7 days per week, year-round in accordance with the contract requirements governing escort performance.
- Escorts who transport UC shall comply with all Federal, State, and local regulations, including, but not limited to, the following:
  - Insurance coverage IAW Section 3.0 Objectives.
  - Each occupant shall wear a seat belt when the vehicle is moving.
  - The staff member driver must have an appropriate, valid driver's license from the State where employed for the type of transport vehicle operated.
  - All vehicles used for transportation shall be regularly inspected, utilizing an approved checklist, and the Contractor shall take immediate action to remedy any defect that could render the vehicle unsafe and/or inoperable.
  - The identities of all UC to be transported shall be verified during intake and at regular intervals as needed.
  - The driver shall drive defensively and take care to protect the UC and vehicle, obey traffic laws, and report damage and/or accidents to the

- COR as soon as reasonably practicable under the circumstances.
- A vehicle inspection report for commercial motor vehicles (as defined by the FMCSA) owned and operated by the Contractor for the transport of UCs, shall be completed following each trip, stored by the contractor for the duration of the contract, and produced to the COR at his/her direction.
- Staff shall place UC with special needs in transport vehicles suitable to accommodate their particular needs.
- Bus transports may commence only after eight (8) consecutive off-duty hours (on-road) by the escort and driver. Note that no individual driver may drive for more than ten (10) hours per federal guidelines.
- When selecting a method of travel, the Contractor shall consider the age and needs of UC. When conducting ground transports, the Contractor shall take into consideration the age of UC and plan for and take appropriate breaks commensurate with the overall length of travel.
- During breaks, UC shall be allowed off the transport vehicle and provided access to a restroom consistent with the escort-to-UC ratio and supervisory requirements.
- When ground transport will exceed twelve (12) hours, and the ground transport is provided directly by the Contractor, the Contractor shall arrange for an overnight stay at a hotel and provide sufficient staff to provide supervision of UC within the escort-to-UC ratios identified by ORR and to provide the necessary relief for transport staff to meet off-duty rest requirements.
- The Contractor shall provide UC with culturally appropriate meals and snacks in accordance with ORR policies.

#### 5.5.1.2 Vehicle Operations for UC support

UC shall be transported in a safe and humane manner. The Contractor shall:

- Maintain the appropriate driver's license for the vehicle and mode of transportation utilized (e.g., CDL for bus).
- Assign escorts to maintain control of the vehicles at all times, including removing the keys from the ignition upon parking the vehicle.
- Inspect each vehicle before and after use to ensure all UC items are cleared from the vehicle.
- Follow state and Federal vehicle regulations.
- Never text or use mobile devices while operating the vehicle.
- Exercise extreme caution, reduce speed, and use logic when negotiating a steep grade or while driving through inclement weather or on hazardous road conditions.
- Avoid undesignated roads that would hinder emergency personnel from responding in a timely fashion.
- Maintain proper temperature settings base on weather conditions.
- Make sure all UC are wearing seatbelts and seated while the vehicle is in

motion. Where a UC requires a child safety seat (car seat or booster as required by Federal, State, and local law), make sure the seat or booster is properly installed, is not expired, and appropriate seat restraining devices are properly used and secure.

#### 5.5.1.3 Driving Hours and Number of Occupants

- Each escort must recognize the limitations imposed by his/her own driving skills, personal distractions, environmental conditions, and modify his/her driving accordingly.
- During stops, which shall be kept to a minimum, UC shall not leave the vehicle until the escorts have secured the area. When UC are taken off the vehicle, the escorts shall keep the UC under constant observation. At least one escort shall remain in the vehicle with the rest of the UC, if applicable.
- All escorts must strictly adhere to the following rules/restrictions:
  - Escorts must be off duty for the 8 hours immediately preceding any trip or trip segment;
  - Escorts shall be restricted for transport duties to 10 hours maximum driving time (time on the road) per trip segment with 8 off-duty hours in-between segments; and
  - Escorts shall be limited to 60 hours maximum driving time per work week with 70 hours maximum in any 8-day period.
- In accordance with Federal, State, or local laws, car seats are required for infants and small children. Use of booster seats and car seats must comply with all applicable laws, i.e., considering age, weight, and height.

#### 5.5.1.4 Staff Responsibilities

- Limit driving time to twelve (12) hours in any 15-hour period, noting that no individual driver shall drive for more than ten (10) hours per federal guidelines.
- Movements exceeding on-ground limitations for same day travel will only recommence after eight (8) consecutive off-duty hours.
- Transportation drivers shall not receive transportation assignments after having been on duty, in any capacity, for 15 hours or more.
- Transportation staff shall not drive a commercial motor vehicle after the 60<sup>th</sup> hour on duty in a 7-day period, or drive a commercial motor vehicle after the 70<sup>th</sup> hour on duty in an 8-day period.
- During emergency conditions (including inclement weather), transportation staff may exceed the 10-hour drive time limit only if necessary to reach a safe area (i.e. an area outside of the emergency conditions).
- Staff shall travel directly to and from the destination, making no unnecessary detours or stops, excluding required breaks.
- Staff shall return to the point of departure immediately if they feel there is a safety or security problem.



#### 5.5.1.5 Vehicle Maintenance Responsibilities for UC Care

- The Contractor shall document its inspection of all Contractor-owned vehicles, and require all charter carriers to document inspection of all carrier-owned vehicles utilized in the performance of this contract, for damage and compliance with maintenance standards IAW Inspection, Repair, and Maintenance for Motor Carriers of Passengers (U.S. CFR § 396), store such records for the duration of the contract, and produce these reports upon request by the COR or CO.
- While in transit, bathroom facilities on buses shall remain clean and operable. Specifically, bathrooms shall be in working condition; free of debris; supplied with adequate soap, toilet paper, and paper towels; and with trash managed so it does not overflow. The Contractor shall establish an inspection and cleaning schedule appropriate for the duration and type of vehicle used for each journey. This shall include contractor escorts checking and cleaning bathrooms with sanitizing wipes at least hourly to maintain a high standard of cleanliness.
- The Contractor shall check and fill gas tanks and add oil and coolant as needed.
- The Contractor shall conduct annual inspections as required by State and local laws.

Ground Transportation Standard: The Contractor shall document its inspection of all Contractor-owned vehicles, and require all charter carriers to document inspection of all carrier-owned vehicles utilized in the performance of this contract, for damage and compliance with maintenance standards IAW Inspection, Repair, and Maintenance for Motor Carriers of Passengers (U.S. CFR § 396).

AQL: 95% compliance.

Inspection: Inspection documentation shall be made available to the COR upon request.

#### 5.5.2 Air Transport UC Support

- The Contractor shall employ the means of transportation best suited to the circumstances (e.g., commercial air transport, charter air transport, etc.).
- The Contractor shall be responsible for all flight bookings, itineraries, routing, and associated bookings (e.g., hotel, rental car) for both the escort and escorted UC.
- At the direction of the COR, the Contractor shall arrange for airline escorts for UC ages 14 and over pursuant to ORR policy at <https://www.acf.hhs.gov/orr/policy-guidance/children-entering-united-states-unaccompanied-section-2>.
- Domestic daily flights may be to single or multiple destinations, with a maximum of eight (8) hours of flight time scheduled per day. Flight time is

defined as total in-air time. Any special requests to exceed the eight (8) hours must be approved by the COR in writing.

- To facilitate flight planning, ORR shall use its best efforts to notify the Contractor of schedule requirements no later than 24 hours prior to the initial departure time of a flight. Notwithstanding, the Contractor shall provide requested air transport services in the event of an emergent requirement that necessitates transport in less than 24 hours or obtain the COR's approval to provide an alternate means of transportation.
- When directed by the COR under non-emergency circumstances, the following is required for domestic flights:
  - Escort augmentation to permit/correspond to longer flights or travel itineraries.
  - Sufficient escorts to provide overnight coverage for UCs needing hotel accommodations mid travel.

Air Transport Standard: All commercial air travel shall be scheduled so as not to exceed 8 hours of flight time per day.

AQL: 95% of commercial air transport flight times shall not exceed 8 hours in duration per 120 days, unless approved by the COR in writing.

Inspection: Submit monthly for ORR COR records.

### **5.5.3 Maritime/Water Transportation UC Care**

- The Contractor shall comply with all Federal, State, and local regulations.
- The Contractor shall employ the means of maritime/water transportation that is best suited to the circumstances (e.g., passenger vessel, cruise ship, etc.).
- The Contractor shall provide all maritime/water transportation bookings, itineraries, routing, and associated bookings (e.g., onboarding, check-in, etc.) for both the escort and escorted UC.
- When escorting UC to the designated transport mechanism (vessel, ship, etc.) the Contractor shall ensure that the escort checks in at least once in any 2-hour period via radio, mobile phone, or other electronic means, insofar as technologically possible consistent with the contractor's approved Communications Plan.

### **5.6 UC Escorts**

The Contractor shall provide unarmed escort staff, including management, supervision, manpower, drug testing, equipment, and supplies necessary to provide on-demand escort services for UC ranging from infants to 17 years of age, seven (7) days a week, 365 days a year. Transport will be required for male and female UC. The Contractor shall provide staff that are qualified and trained to deal with this vulnerable population.

The Contractor shall transport UC in a safe and humane manner and under the supervision of trained and experienced personnel.

- At least one staff member of the same sex as the UC shall be a member of the escort team. The contractor shall obtain the COR's written approval for any deviation from this requirement before commencement of the escort.
- The Contractor staff shall maintain constant "line of sight and sound" supervision of each UC during transport.
- UC being transported shall never be left in a locked, unattended vehicle.

Transportation will occur on weekdays and weekends, and escorted travel may include up to two overnights of travel. Any travel requiring overnight hotel accommodation during transportation must be reported to the appropriate ORR staff and the COR.

The Contractor must have an on-call, flexible, responsive, and well-trained staff to meet ORR requirements. To ensure this, the Contractor shall have and implement a random drug screening program.

The Contractor shall coordinate escorts in coordination with ground, air, and water transportation policies and services and the ORR care provider program.

The Contractor shall have adequate staffing and equipment scalable to coordinate up to 1,000 UC transports per day.

Escort services under this contract shall include assisting with:

- Transferring physical custody of UC from the assigned ORR facility to another ORR facility or a sponsor via ground, air, or water methods of transportation (e.g., charter or commercial carrier);
- Coordinate/communicate with ORR facility staff to identify special accommodations, personal property, prescription medication, and documentation to be transferred with UC;
- Retain and transmit UC transport documents, personal property, prescription medication;
- Maintain property inventory;
- Draft reports;
- Provide line of sight supervision at all times while in transit; and
- Provide culturally sensitive meals or snacks to

UC. Escorts must meet the following requirements:

- Two years of documented experience in a field related to human services, or similar occupational area
- Experience applicable to the goals and objectives of this program sufficient to communicate with other staff, and appropriate for a similar program environment
- Bilingual in the native language of the UC requiring transport to the maximum extent possible. Contractors must have ready access to a language line for translation services.

### 5.6.1 Escort-to-UC Ratios

The Contractor shall maintain the following Escort-to-UC ratios. However, at the Government's discretion with approval from the COR, these ratios may be adjusted as necessary to accommodate changes in the total UC population:

- UC from ages 10 – 17:
  - Two staff for the first six (6) UC;
  - For seven (7) or more UC, the contractor shall provide an additional escort for each group of six (6) UC (e.g., 25 UC equals six (6) escorts).
  - A female escort must accompany groups of UC containing female UC.
  - In the event of an emergency and a same gender escort is not available, any opposite gender escorts require an additional level of supervisory review and reporting during transport.
- UC under age 10:
  - A minimum of two (2) staff for up to eight (8) UC;
  - For nine (9) or more UC, the contractor shall provide an additional escort for each group of six (6) UC.
  - A female escort must accompany groups of UC containing female UC.
  - In the event of an emergency and a same gender escort is not available, any opposite gender escorts require an additional level of supervisory review and reporting during transport.

The Contractor shall separate UC from unrelated adults at all times during transport. If a tender-age UC (UC 0-12 years of age) is accompanied by another family member who is also a child, the older UC cannot be considered responsible for his/her sibling or relative. Therefore, if relatives are traveling together, both UCs shall require an additional escort. Siblings should be transferred together, to the extent possible.

The Contractor shall propose recommendations to ORR at any time regarding efficient application of escort ratios. However, implementation of any changes is not authorized until approved in writing by the COR.

In accordance with current ORR policy, and transport-vendor policies, UC over the age of 14 may be transported unaccompanied for reunification purposes; however, the Contractor shall coordinate with the COR to determine circumstances when unescorted travel is appropriate and decisions to transport a UC in this manner will *only* be made on a case-by-case basis.

The Contractor shall comply with all Federal Privacy Act and record retention regulations for the collection, storage, and disposition of personally identifiable information throughout the duration of the contract.

The Contractor shall find ORR policies on the ACF website. More information about specific procedures shall be provided after contract award and prior to performance commencement. The contractor shall provide training to staff on ORR policies and



procedures as changes occur. Contractor shall maintain evidence of training records for random inspection by the COR.

The Contractor shall provide all personnel and services necessary to care for UCs. Program rules and discipline standards shall be formulated with consideration for the range of ages and maturity in the program and shall be culturally sensitive to the needs of minors. Employ strength-based behavior management and trauma-informed care approaches and never hit, harass, humiliate, or degrade a UC or staff member. Use strength-based behavior management and trauma-informed care approaches, such as using conflict resolution, problem-solving skills, using rewards and consequences and de-escalation techniques, and helping children and youth learn accountability and self-control.

The Contractor shall establish a Code of Conduct in accordance with ORR Policy 4.3.5. Minors shall not be subjected to corporal punishment, humiliation, mental abuse, or punitive interference with the daily functions of living and progress of his/her case. Any sanctions employed shall not: (1) adversely affect either a minor's health, or physical or psychological well-being; or (2) deny minors regular meals, sufficient sleep, exercise, medical care, correspondence privileges, or legal assistance. Care provider facilities must immediately remove from the contract any staff member who violates this Code of Conduct. Documentation of the investigation must be provided to the COR, to include any addendums until the case is closed. Regardless of whether staff is counted in the child/caregiver ratio, each employee must, in the absence of a more specific rule requirement, demonstrate competency, prudent judgment, and self-control in the presence of children and when performing assigned responsibilities.

Supervision of Escort Standard: The Contractor shall provide unarmed escort staff, including management, supervision, manpower, drug testing, equipment, and supplies necessary to provide on-demand escort services for UC ranging from infants to 17 years of age, seven (7) days a week, 365 days a year.

AQL: Anytime there is inappropriate behavior the staff has to be removed from the contract.

Inspection: Submit upon each occurrence for ORR COR records.

## **5.7 Transportation Considerations**

### **5.7.1 Food Service**

- The Contractor shall be authorized to purchase meals in route as necessary.
- Meals must satisfy the nutritional requirements in accordance with the [United States Department of Agriculture](#), unless otherwise recommended in writing by a licensed physician, certified nurse practitioner, or licensed physician's assistant for a specific UC.
- All cultural or special dietary needs shall be identified by the Contractor

prior to the transport.

### **5.7.2 UC Property/Documentation**

The Contractor shall ensure that every UC is transferred with their funds, valuables, and personal property. UC are allowed to keep the following items on their possession:

- Contact phone numbers;
- Money (cash) (which must be retained by the escort on behalf of the UC)
- Eyeglasses and contact lenses;
- Small religious items
- Personal hygiene items
- If any of these items would compromise the escort or UC, escorts have the discretion to remove the items from the UC's personal property. If this determination is made by the escort, the incident must be reported to the COR including a description of the item taken from the UC.

### **5.7.3 Transfer of UC Property/Documentation**

The Contractor shall submit to the receiving ORR care provider or to the sponsor the following documentation and items, which accompany each UC at the time of transfer: UC's personal belongings including clothing, money, valuables, prescription medication (if applicable), items obtained during the UC's stay at the referring care provider, and discharge documents per ORR policies and procedures.

### **5.7.4 Unanticipated Illness**

If a UC or escort becomes ill while in transit, the Contractor shall take appropriate action and alert the receiving ORR care provider so it can prepare to handle the situation. Additional support staff may be made available within a timeframe designated as safe and appropriate.

If the illness requires immediate medical treatment, (e.g., heart attack, loss of consciousness) the Contractor shall request assistance from the nearest emergency service. The Contractor shall have an appropriate emergency procedure plan in place to separately transport and/or charter UC with medical issues (i.e., UC that have not been medically cleared and suffering from things such as influenza, strep throat, etc.) via ground transportation to local hospitals or care providers closest in distance during an emergency evacuation.

The contractor shall contact the sponsor or the ORR receiving facility immediately if transportation delays are anticipated. Additionally, the ORR facility that the UC departed from must be notified of the delay immediately after the sponsor or ORR receiving facility is notified.

## **5.8 Data and Systems**



The contractor shall maintain an up-to-date (i.e., real-time) and accurate automated record keeping system to allow ORR to request transports, the contractor to submit itineraries, and the transport to be tracked to completion. The automated system shall track UC movements including information for each UC as identified by the ORR COR including: the UCs name, Alien Registration Number (A#), gender, age, sponsor name and contact information, originating ORR facility, and sponsor destination. In addition, the contractor shall provide a daily report by 7am Eastern Time, seven (7) days a week, to the COR and the ORR facility detailing: 1) UCs submitted for transportation and awaiting itinerary creation and 2) UCs booked on an itinerary and awaiting transportation (pick-up). The Contractor shall also work collaboratively with ORR's transportation coordination cell to maintain a reporting system and cadence that captures key transportation metrics and forecasting including: 1) reporting on itineraries booked within 24 hours from submission; and 2) completed transportation pick-up from an ORR facility within 48 hours from submission.

The Contractor shall comply with all Federal Privacy Act and record retention regulations for the collection, storage, and disposition of personally identifiable information (PII) and protected health information (PHI).

## **5.9 Reporting**

ORR requires that care providers, including transport care providers and ORR staff, report incidents affecting UC safety and well-being. Care providers must report on a wide range of incidents from a physical assault to destruction of property to hurricanes, which fall under one of three reporting categories: 1) emergency incidents, 2) significant incidents, or 3) program-level events.

ORR Policy Section 5.8 describes each category of event and its reporting requirements; contains reference charts for reporting; and includes instructions for notifying certain non-governmental stakeholders (e.g., attorneys, potential sponsors, etc.).

**Emergency Incidents** - Some events will rise to the level of an emergency and require prompt notification to ORR, in addition to the timely completion of an official Emergency Significant Incident Report (SIR) form. See [Section 5.8.1 Emergency Incidents](#) for reporting and notification requirements.

- **Transportation Accidents**- Transport contractors must immediately (or as soon as practicable) report emergency incidents to the appropriate agency(ies) depending upon the nature and type of accident or situation (e.g., 9-1-1, local law enforcement, Child Protective Services (CPS), and/or the State licensing agency), in accordance with relevant mandatory reporting laws, State licensing requirements, Federal laws and regulations, and ORR policies and procedures.
- The Contractor must immediately report events/incidents to the ORR



Federal Field Specialist and COR while in transit—or as soon as practicable.

- The care provider staff shall report the event/incident in accordance with ORR Significant Incident Report guidelines.
- The escort shall stay with the UC at the hospital until the closest ORR care provider staff can assume responsibility for the UC and arrange for hospitalization, supervision, etc.
- Care providers must submit an Emergency SIR to ORR within four hours of an emergency incident (or within four hours of the care provider becoming aware of the incident). An Emergency SIR must be filed for each child involved in an emergency incident, and multiple Emergency SIR Addendums may be required to provide all updated and additional information after the initial Emergency SIR is submitted (see Section 5.8.4 Report Addendums).

**Significant Incidents** - In other non-emergency cases, care providers are required to report significant incidents to ORR using an official SIR form. See [Section 5.8.2 Significant Incidents](#) for reporting and notification requirements.

**Program Level Events** - Additionally, some events, referred to as “program-level events” (PLE) may affect the entire care provider facility and/or UC and staff within (e.g., an active shooter or natural disaster). Care providers are required to report these events to ORR using an official PLE Report form. See [Section 5.8.3 Program-Level Events](#) for reporting and notification requirements.

Care providers must ensure that each report includes sufficient detail regarding the incident or event to accurately describe it, identifies the individuals involved, and records all follow-up actions. When emergencies, significant incidents, or PLEs occur, ORR staff and care providers must prioritize the safety of UC and staff above reporting requirements. See [Section 5.5 ORR Monitoring and Compliance](#) for further information about ORR’s standards for monitoring and compliance, including actions ORR may take to ensure the safety and well-being of UC in its care.

These reports may not be provided to any outside entity or individual without prior permission from ORR, unless stated otherwise in ORR policies and procedures.

### **5.10 Communications and Delays**

The Contractor shall coordinate with the ORR transportation coordination cell to align travel resources with transportation priorities as identified by ORR. Upon scheduling of transport, the Contractor will communicate the UC’s itinerary via email and/or other mutually agreed communication method to the transportation coordination cell, ORR facility, and via phone to the sponsor (for reunifications). During the initial contact with



approved sponsors, contractor escorts will use an ORR approved script to identify their contract(or) affiliation and describe the purpose of the call, provide the UC's travel schedules including anticipated time/location of arrival, and discuss other relevant information to facilitate family reunification. In the event of a delay, particularly when arrival times will occur outside traditional waking hours, the escort will notify the ORR facility and the sponsor and to provide any necessary updates regarding travel plans.

For delays prior to pick up, the contractor shall forecast and communicate delays to the ORR facility so that UCs may remain in the ORR facility's care until the delay is managed. For delays in route, the contractor shall forecast and communicate delays with the ORR transportation coordination cell and receiving facility or sponsor.

The Contractor shall provide UC with access to communication devices (cell phones) to communicate with their approved sponsors during the transport in accordance with ORR policies. Access will be granted in such a manner so as not to disrupt operations or create a safety concern.

Contractor Escort shall contact the sponsor one (1) hour before reaching the designated location site. Sponsors may contact the contractor Call Center at (571) 479-8454 for travel status updates with the appropriate identifying information for the UC. Information will only be given to the vetted Sponsor on record.

The Contractor shall communicate with the ORR facility Federal Field Specialist and the sponsor when significant travel delays occur such that the allotted meeting time cannot be met. Should significant travel delays occur, the contractor shall ensure the UC has the opportunity to communicate with the approved sponsor.

### **5.11 Supplies**

The Contractor shall procure and maintain personal protective equipment (PPE), including disposable masks, gloves, first aid medical supplies, and hand sanitizers for use by UC and escort staff during transport, in accordance with current ORR and CDC policies or guidelines.

### **5.12 Closeout and Demobilization Activities**

The Contractor shall work collaboratively with the Government in scaling down services when transportation needs are no longer needed at a decommissioned site. The Contractor shall outline milestones and timeframes to ensure a seamless completion of close-out activities and transfer of the files to the Government. The Contractor and Government will collaborate on demobilization plans for specific ORR facilities.

## **6 Deliverables/Delivery Schedule**

Paragraph Reference	Description of Deliverable	Due Date	Delivered To
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3	MCS-150 carrier data and safety assessment	Annually	COR
3	Proof of liability insurance	Upon request	COR
3	Annual summary of driver drug & alcohol testing records	Upon request	COR
5.1	Travel itineraries for both UCs and their escorts	Within 24 hours of notification	COR and ORR staff
5.1.2	Specialized Transportation Compliance Report	Monthly	COR
5.3	Discharge/Transfer Travel itineraries for both UCs and their escorts for UC sponsor reunification or transfer within the ORR care provider network	Within 24 hours of notification	COR and ORR staff
5.5.1.5	Vehicle Maintenance & Inspection Records	Upon request	COR
5.5.2	Commercial Air Transportation Flight Time Compliance Report	Monthly	COR
5.7.2	Event/Incident Report	As needed	COR
5.9			
5.7.3	Transfer of UC Property/Documentation	At the time of UC transfer	ORR Care Provider or to the sponsor
5.8	Record Keeping System	As requested	COR and ORR staff
5.8	Daily report	Daily	COR and the ORR facility
5.12	Closeout and Demobilization Activities Report <ul style="list-style-type: none"> <li>• Milestones &amp; Timeframes</li> <li>• Demobilization Plan</li> </ul>	Within 72 hours of notification	COR



8	Kick-off Meeting	Within 10 days after contract award	COR and CO
9	Behavior Management Plan	Within 7 days of contract award	COR
10	Program Management Plan (PMP)	TBD at kickoff	CO
11	Schedule	TBD  May be submitted as part of PMP then updated as needed	COR
12	Quality Assurance Plan	Within 20 days after contract award	COR
13	Communications Plan	TBD at kickoff	CO
15	Training Curriculum	Within 20 days after contract award	COR
15	Staffing Plan for all contract personnel	TBD at kickoff	COR

## 7 Security Requirements

Contractor staff is required to meet ORR background check standards, in compliance with [ORR Field Guidance #13](#) (originally published April 30, 2021), Paragraph 5(b), as applicable. Only Influx Care Facilities (ICF) federal personnel, or personnel who have been cleared through a fingerprint-based, federal background check, are permitted to supervise direct care staff. Staff and volunteers who provide direct care must pass public record criminal background checks for deployment at ICF. ORR will ensure receipt of background checks required of influx care facilities for ICF staff within 30 days of an ICF opening. Staff and volunteers who provide direct care shall not have unsupervised contact (i.e., must be supervised by the Contractor) with unaccompanied children until all background checks have been completed. ORR may waive or modify background check requirements. Any request for waiver from any background check requirement must be made in writing to the ORR COR, and consideration of a waiver or conditional waiver is solely within the discretion of ORR.

Additionally, in accordance with OMB Memorandum M-05-24, federal agencies must have verified and/or completed background investigations for contractors who require access to HHS information, IT systems, other than occasional or intermittent access to

HHS-controlled facilities, or any combination of these three. To gain the required access and successful award, the contractor shall comply with Homeland Security Presidential Directive 12, Policy for a Common Identification Standard for Federal Employees and Contractors, and with the personal identity verification and investigation procedures contained in:

- HHS Information Security Program Policy  
<http://www.hhs.gov/read/irmpolicy/121504.html>
- HHS Continued Implementation for the HSPD-12 Program, dated January 13, 2017
- OPM Final Credentialing Standard, dated June 2008
- OMB M-05-24, dated August 5, 2005, Implementation of Homeland Security Presidential Directive (HSPD) 12 --Policy for a Common Identification Standard for Federal Employees and Contractors
- Executive Order 13467

The minimum Government investigation is a HSPD-12 PIV Credential Tier 1 (National Agency Check and Inquiries--NACI), which consists of searches of records covering specific areas of a person's background during the past five years. However, Contractors supporting ORR shelter operations including licensed facilities, Emergency Intake Sites, Influx Care Facilities, including those Contractors providing operations support to these facilities (i.e. all Contractor staff who have access to children) must achieve a HSPD-12 PIV Credential Tier 2 (Minimum Background Investigation—MBI) Moderate Risk Public Trust. HHS will process HSPD-12 PIV background investigations for all Contractor staff and the ORR COR will provide instructions for completing this process after award. All costs will be borne by HHS; however, Contractor's staff will need to submit fingerprints, complete various forms, and participate in interviews with investigators, as applicable.

Contractors should ensure the employees whose names they submit have a reasonable chance for access approval. In some cases, employees with existing background investigations commensurate with sensitivity designations will expedite performance. This requirement applies to all subcontractors supporting ORR programs. The Contractor is responsible for the custody and control of all forms of HSPD-12 Credentials issued by HHS to Contractor employees, including all subcontractor employees. The Contractor shall immediately notify the COR when a Contractor or subcontractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment. The Contractor shall also ensure that Contractor or subcontractor employees comply with HHS requirements concerning the renewal, loss, theft, or damage of an ID card. Failure to comply with the requirements for custody and control of HHS-issued ID cards may result in a delay in withholding final payment or contract termination, based on the potential for serious harm caused by inappropriate access to HHS facilities, sensitive information, information systems or other HHS resources.

The contractor shall conduct COVID testing no less than 1 time per week for all Contractor personnel (including subcontractors). The Contractor shall maintain a cache



of emergency PPE provisions on site.

Security Standard: All employees pass criminal background checks prior to assignment on this contract.

AQL: 100% Compliance.

Inspection: COR will maintain records of all employees and background check status.

Security Standard: All HSPD-12 credentials are returned to the COR within 7 days of an employee reassignment or termination.

AQL: 95% of HSPD-12 credentials are returned to the COR within 7 days of employee reassignment or termination.

Inspection: COR records of contractor employees.

## **8 Kickoff Meeting**

Within ten (10) business days of contract award, or as otherwise directed by the COR or CO, the Contractor shall attend an orientation meeting and briefing with ORR staff and the CO. Required topics for this briefing include, but are not limited to, the following:

- Introduction of both Contractor and government personnel performing work related to this tasking;
- Brief overview of contract and task administration and reporting;
- Discussion of substantive risks and issues that may impact the delivery of the services and the contractor's methods for tracking and mitigation;
- Review of the contents of the Program Management Plan to detail the specific activities and tasks to be associated with the period of performance specified in the PWS;
- Review by the Contractor of its understanding of the work to be accomplished under the PWS to ensure the Contractor has a sufficient understanding of the work to be performed and of the respective responsibilities and obligations of the parties.

## **9 Behavior Management Plan**

The Contractor shall develop a behavior management plan that includes positive behavioral interventions and supports within 7 days of contract award. The Contractor shall use and report on the use of behavior interventions in accordance with ORR Policy. The following management techniques may be used, alone or in combination, for behavior incidents arising during transport:

- Verbal (oral or written) correction;
- Cooling-off time or "time-out"; and
- Seating changes during transport

## 10 Program Management Plan

The Contractor shall provide a Program Management Plan (PMP) that fully documents its management approach for this contract. The Contractor shall update its PMP and submit the updated version to the COR and CO in the event of changes to the requirements. The contractor must systematically assess safety management practices and make improvements where necessary.

At a minimum, the PMP shall:

- Provide information on the Contractor's management organization, internal management, staffing plans, policies, and procedures; such information shall be updated IAW the current operating environment and Federal DOT regulations and cover:
  - Roles and responsibilities; qualifications and hiring; training and communication; and monitoring and tracking
  - Performance metrics and documentation procedures utilized
  - Safety management procedures to ensure compliance with Section 3 requirements
- Summarize how the Contractor will maintain relationships and conduct regular meetings and reviews with Government personnel related to the activities and deliverables of the Contract;
- Provide an organization chart of the contractor's organization to be used in performance of the contract and narrative describing how the Contractor will fully integrate the management of the elements of this contract and if the plan includes subcontractors, other than individual subcontractors, provide organizational information about the subcontractor, and include subcontractor organizational elements in the project organizational chart;
- Describe how activities of subcontracts will be managed and organizational relationship will be maintained between the prime and subcontractors and methods of requirement flow-down and activity progress reporting back to the prime Contractor;
- Describe the Contractor's approach to selecting subcontractor(s) and maintaining the quality of services provided by subcontractors(s); subcontractor's role under the contract, its relationship to the contractor, and the subcontractor's relevant experience (over the past three (3) years at a minimum); and any subcontractor independent verification and validation process;
- Identify key technical and management positions who will be assigned to the contract;
- Describe internal policies and procedures to be used in managing the contract and resources associated with the contract;
- Describe management and process for addressing work increases (surges or "scaling up" requirements) and lulls as work priorities and schedules shift;
- Describe the approach and method for the identification, assessment, and mitigation of program risks including provisions for identifying risk areas,

- assessing risk factors, assigning appropriate resources to reduce risk factors, identifying and analyzing alternative actions available, identifying the most promising alternatives, and planning for implementation of risk reduction.
- Provide a management approach for responding to substantiated complaints made against escorts during performance of this contract. Escorts reported to the contractor or ORR and verified by the parties for inappropriate behavior towards UC, sponsors, or other staff supporting this effort are prohibited from continued performance under this contract.

## **11 Project Schedule**

For work performed under the contract, the Contractor shall be required to develop and maintain a schedule. The Contractor shall provide sufficient detail to demonstrate that all sections of the work are appropriately resourced, thoroughly planned, and proceeding according to requirements. Schedule(s) shall identify subordinate-tier activities, dependencies between activities, and milestones required to demonstrate successful completion of projects. The schedule(s) shall identify the exit criteria required to satisfy milestone requirements that enable the Contractor to proceed with follow-on activities. The schedule(s) shall be base-lined.

Schedule updates shall be made as necessary, or as required by the COR. Changes to scheduled baseline milestones must be documented by the Contractor and formally authorized by the COR or the COR's designee.

The periods of operation and warm status shall be determined by the COR. Operational and warm status will be driven by UC referrals to ORR by the Department of Homeland Security. Warm status denotes a period of time for which a given contract is reduced to minimal daily operations. Minimum activity is scaled to reflect reductions in staffing composition and the availability of services offered when UC are not available to receive such services.

## **12 Quality Assurance Plan**

The Contractor shall develop a Quality Assurance Plan that will be used for monitoring the quality of deliverables and operational support. At a minimum, the plan shall address:

- Roles and Responsibilities,
- Performance Management and Quality Control Methodologies and Approach,
- Performance Controls and Monitoring Techniques,
- Acceptable Quality Levels, with no less than 95% considered acceptable,
- Performance Analysis,
- Performance Reporting internally,
- Performance Reporting in response to ORR Monitoring reports (compliance within 90 days),
- Performance Correction Mechanisms internally,

- Performance Corrections Mechanisms within 90 days of receiving ORR Monitoring reports, and
- Performance Metrics.

The Government will conduct performance surveillance and review performance reports furnished by the Contractor to determine how the Contractor is performing against agreed upon performance standards. The primary methods of surveillance to be used by the Government includes:

- **Routine Monitoring** – The COR will review project status and progress reports, in addition to Section 5.5 ORR Monitoring and Compliance.
- **Random Inspection** – The COR may request ad-hoc performance reports from the Contractor to review performance outside the normal review cycle.
- **Customer Feedback** –The Government will review customer satisfaction feedback from internal and external stakeholders. Stakeholder feedback can be obtained through multiple approaches such as direct observation, general complaints, satisfaction surveys, etc.

Quality Assurance Standard: The Contractor shall develop a Quality Assurance Plan that will be used for monitoring the quality of deliverables and operational support.

AQL: 95% compliance; instances of non-compliance are corrected within 90 days.

Inspection: COR will maintain record of compliance and monitoring activities.

### **13 Communications Plan**

The Contractor shall develop a Communications Plan to keep stakeholders abreast of UC identified for transportation. The Communications Plan, at a minimum, must include details from the “Communications and Delays” section in Attachment B and the below:

#### **13.1 UCs Approved for Transport**

- Communicate with necessary stakeholders at ORR facilities the itinerary, name and direct contact information of the escorts, and other pertinent details related to individual UC approved for transportation. Itineraries are due to the ORR facility within 24 hours of Contractor notification that a UC requires transportation (non- emergency). Additional time may be permitted on a case-by-case basis as approved by the COR in writing.
- Communicate with the Sponsor(s) of the UC being transported. At a minimum, the plan shall contain the itinerary, destination arrival estimate, and an operable contact phone number that the Sponsor can use for accurate and complete updates.
- Provide emergency transportation. The contractor shall develop a communications plan with the elements above but on an expedited timeframe that suits the situation but no later than 12 hours post-request for transportation.

#### **13.2 During Transport**



- Plan shall include at least one UC contact to Sponsor during transportation. The Contractor shall contact the Sponsor one hour before arrival at the designated location. The plan shall also include the frequency of updates to Sponsor should the arrival time vary by 1 hour (before or after) the estimated time. The Contractor shall establish a process to provide real-time updates on travel disruptions that may impact planned itineraries. The Contractor shall work with the COR to develop a protocol for notifying the approved sponsor of travel disruptions. The Contractor shall use an ORR-approved script to use in engaging approved-sponsors and must provide their identity, role as a contractor in the ORR reunification process, and contact information to the Contractor's Customer Service/Hotline in each communication.
- Provide emergency transportation. The contractor shall develop a communications plan with the elements above but on an expedited timeframe that suits the situation.

### **13.3 After Transport**

Plan shall include communication with the ORR facility of the outcome of the transportation (e.g., successful reunification with Sponsor) within 2 hours of the completed transportation for individual UCs. The required notification time may be extended with the COR's approval.

## **14 Key Personnel**

A Lead Project Director and an Alternate Lead Project Director are required key personnel for this work.

The Lead Project Director shall oversee all aspects of the project, coordinate resources, assure quality control processes are in place, and ensure conformance with task schedules. In addition, the LPD shall meet with the Government monthly and Contractor personnel on a regular basis to review tasks, deliverables, and overall contract performance. The contractor shall propose an Alternate Lead Project Director to assume the duties of the Lead Project Director in his/her absence. The Lead and Alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of the contract. The Lead or Alternate shall keep the Contracting Officer and COR informed of any performance issues, cost or financial concerns, and potential problems that, if unresolved, will adversely affect the Contractor's performance, schedule, or quality. The Lead or Alternate shall take all appropriate measure to mitigate adverse impact to the contractor and subsequently to ORR. Requirements:

- Master's degree in Transportation Planning, Public Administration, or a related field plus five years of progressive project management experience on projects demonstrating advanced levels of financial and managerial responsibilities
- Significant experience in local, regional, or state transportation planning

and policy, urban planning, intergovernmental agency outreach and or closely related planning program area

- Clean criminal background check
- Clean Child Abuse and Neglect (CAN) or child protective services check

## **15 Personnel/Staffing**

The contractor is responsible for obtaining the resources and a cadre of trained personnel to meet the dynamic environment at the U.S. border including increases and decreases in transportation requests.

The Contractor shall develop training curriculum for staff as appropriate for their role on the contract. Training curricula shall include, but is not limited to, SOPs for the care, custody, and security of UCs; driving policies and regulations; supervision expectations; verification of UCs and sponsors; UC transfer procedures; communication procedures and expectations; incident reporting; disinfection protocols; ethics and authority; and milestone tracking. Training curriculum shall be due to the COR within 20 days of contract award.

The Contractor shall provide all labor, supervision, and materials to support all recruiting, screening, credentialing, training, and data tracking systems to ensure availability 365 days a year, 24 hours per day of scalable staff assets-based need for transportation services. Contract staff shall have cleared criminal background checks and no adverse Child Abuse and Neglect (CAN) report or child protective services check.

The Contractor should operate in warm status with at least one third of total staff operational at all times based on current trend of 8,000 UC movements per month. In the event census trends indicate the need to scale up, the contractor must have appropriate staffing to support transportation requirements within 15 days of notification by the COR. The Contractor must schedule transportation within 24 hours of ORR movement request.

The Contractor shall issue photo identification to all staff mobilized on this contract. The Contractor shall ensure that all deployed Contractor staff clearly display a Contractor-issued photo identification badge on the front of their outer garment, between the neck and waist, at all times while on duty.

The Contractor shall develop a Staffing Plan demonstrating how the contractor intends to ensure they have the required staff both at contract performance commencement and how they will maintain, ramp up, or ramp down staffing levels throughout the life of the contract. The COR will advise the contractor of any required changes to the plan within 20 days of contract award, and the contractor will have 14 calendar days to submit a revised plan for COR review and approval.

## **16 Government Furnished Information**

The COR will provide necessary Government- Furnished Information (GFI) to the Contractor that will be required for the Contractor to carry out its duties and responsibilities.

**17 Travel**

All travel shall comply with Federal Travel Regulations: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation-fttr>.

**18 Period of Performance**

The period of performance is March 19, 2022 – March 18, 2023.

**19 Place of Performance**

Transportation services shall be employed to support a variety of travel needs for ORR care providers to include large-scale movements for ORR due to influx or emergencies, small movements of UC (i.e. staff shortage, national pandemic, restrictive travel, etc.), support staff to physically accompany UC on flights, buses, vans, ships, and to contract with charters for air, ground, and water transportation. The contractor shall service facilities at temporary federally owned, non-federally owned, or leased sites, including facilities operating with temporary structures. The specific place of performance for an individual trip will be specified by ORR.

<b>Sector 1a: West</b>	<b>Sector 2: Midwest</b>	<b>Sector 3a: East</b>
Alaska	Alabama	Connecticut
Hawaii	Arkansas	Delaware
Idaho	Colorado	Maine
Montana	Illinois	Maryland
Nevada	Indiana	Massachusetts
North Dakota	Iowa	New Hampshire
Oregon	Kansas	New Jersey
South Dakota	Kentucky	New York
Washington	Louisiana	North Carolina
Wyoming	Michigan	Pennsylvania
Utah	Minnesota	Rhode Island
	Mississippi	South Carolina

	Missouri	Vermont
<b>Sector 1b. Southwest</b>	Nebraska	Virginia
Arizona	Ohio	West Virginia
California	Oklahoma	
New Mexico	Tennessee	<b>Section 3b. Southeast</b>
Texas	Wisconsin	Florida
		Georgia

## 20 Supplies and Equipment

The Contractor will provide all supplies and equipment necessary to support this endeavor including, but not limited to, modular office space (if applicable), computers, and Internet connectivity to connect to ORR's portal and the Contractor's own information management system, if not available on-site. If Government Furnished Equipment (GFE) is required for services, the GFE supplies and equipment will be authorized by the COR.

## 21 Prohibition Against Personal Services

The Contractor shall not perform personal services under this contract. Contractor personnel are employees of the Contractor or its subcontractors and are under the administrative control and supervision of the Contractor. A Contractor supervisor must give all individual Contractor employee assignments and daily work direction. The Government will not supervise or direct Contractor employees in the performance of their assignments. If at any time the Contractor believes that any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action. The Contractor shall not perform any inherently governmental functions under this contract. No Contractor employee shall represent or give the appearance that he/she is a Government employee, agent or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. The Contractor is responsible for ensuring that all employees assigned to this contract understand and are committed to following these requirements.

## 22 Restrictions on Contractor Access to Government or Third-Party Information

The purpose of this clause is to set forth the restrictions that will govern Contractor employees access to Government or third party information in order to protect the information from unauthorized use or disclosure.



A. Under this contract, the Contractor will have access to Contractor proprietary information and other nonpublic information.

B. Restrictions on use and disclosure of information.

(1) With regard to any information to which the Contractor is given access in performance of this contract, whether the information comes from the Government or from third parties, the Contractor shall:

- (i) Utilize the information only for the purposes of performing the services specified in this contract, and not for any other purposes;
- (ii) Safeguard information from unauthorized use and disclosure;
- (iii) Allow access to the information only to those employees who need it to perform services under this contract;
- (iv) Preclude access and disclosure of information to persons and entities outside of the Contractor's organization that do not have authority to access the information;
- (v) Inform employees, who may require access to information, about their obligations to utilize it only to perform the services specified in this contract and to safeguard that information from unauthorized use and disclosure; and
- (vi) Ensure each employee complies with the restrictions set forth in (i), (ii), (iii), and (iv) above.

(2) Unless specifically permitted in writing by the Contracting Officer, the Contractor shall not use information acquired in performance of the contract, or generated by or for the Government to:

- (i) Compete for work for the Government; or
- (ii) Submit an unsolicited proposal to the Government.

(3) If the Contractor is exposed to information that is marked in a way that indicates the Contractor should not receive this information, the Contractor shall:

- (i) Notify the Contracting Officer; and
- (ii) Use the information only in accordance with the instructions of the Contracting Officer.

C. Breach of any of the conditions of this section of the contract may provide grounds for the Government to:

- (i) Require the contractor to remove the contract employee or employees from the performance of the contract;
- (ii) Require the contractor to terminate the subcontractor;
- (iii) Suspend contractor payments;
- (iv) Terminate this contract for default or cause;
- (v) Suspend or debar the Contractor for serious misconduct affecting present responsibility; and;
- (vi) Pursue such other remedies as may be permitted by law, regulation, or this contract.

D. Unauthorized disclosure or other misuse of information protected by the Privacy Act of 1974 may result in a fine up to \$5000 and /or other penalties. In addition, unauthorized disclosure or other misuse of information covered under the Federal Trade Secrets Act (18 USC 1905) may result in a fine, or imprisonment up to 1 year, or both.

E. The Contractor shall flow down this clause to subcontractors at all tiers.

## **23 Organizational Conflict of Interest**

### **23.1 Conflict of Interest Disclosure**

The contractor shall disclose all interests and sign the disclosure form prior to contract commencement. In the event conflicts of interest are identified, the Contracting Officer will take appropriate action in accordance with applicable regulation and HHS policy.

### **23.2 Post Award Conflict of Interest**

- a. General: The Contractor shall have programs in place to identify, report, and mitigate actual and potential conflicts of interest for itself, its employees, subcontractors, and consultants. The existence of such programs and the disclosure of known actual or potential conflicts are material performance requirements of this contract.
- b. Disclosure: The Contractor shall report all actual and potential conflicts of interest pertaining to this contract to the Contracting Officer, including those that would be caused by a contemplated modification to this contract or another contract. Such reports shall be in writing (including by email). Upon request, the Contractor shall respond to a Contracting Officer's request for an OCI mitigation plan.

Resolution: In the event the Contracting Officer determines that a conflict of interest

exists, based on disclosure from the Contractor or from other sources, the Contracting Officer shall take action which may include, but is not limited to, requesting a mitigation plan from the Contractor, terminating part or all of the contract, modifying the contract or obtaining a waiver in accordance with applicable law, including FAR 9.503 as applicable.

## 24 Attachments

<b>Attachment</b>	<b>Description</b>
Attachment A	ORR Guide: <a href="#">Children Entering the United States Unaccompanied</a>
Attachment B	<a href="#">Key documents for the ACF ORR Unaccompanied Children Program</a>



Proposed Deliverables Schedule  
MVM Inc.

<b>PRE-AWARD</b>				
<b>PWS</b>	<b>Capacity</b>	<b>Deliverable</b>	<b>Anticipated Completion Date</b>	<b>Status</b>
3.1.e	Owner & Operator	DOT numbers for all vehicles (both private and for-hire carriers)	11/30/2022	Complete
3.1.e	Prime Contractor	DOT numbers for all vehicles (both private and for-hire carriers)	11/30/2022	In Progress
<b>AT AWARD</b>				
<b>PWS</b>	<b>Capacity</b>	<b>Deliverable</b>	<b>Anticipated Completion Date</b>	<b>Status</b>
3.1.a	Owner & Operator	MCS-150 Carrier Data & Safety Assessment	11/30/2022	Complete - Pending Review
3.1.b	Owner & Operator	Proof of carrier's updated Vehicle Miles Travelled (VMT) and Power Unit (PU) data. VMT and PU data should be current and accurate with MCS-150 registration information (DOT).	11/30/2022	Complete - Pending Review
3.1.a	Prime Contractor	MCS-150 Carrier Data & Safety Assessment	N/A	Complete
3.1.b	Prime Contractor	Proof of carrier's updated Vehicle Miles Travelled (VMT) and Power Unit (PU) data. VMT and PU data should be current and accurate with MCS-150 registration information (DOT).	N/A	Complete
<b>POST AWARD</b>				
<b>PWS</b>	<b>Capacity</b>	<b>Deliverable</b>	<b>Anticipated Completion Date</b>	<b>Status</b>
9	Owner & Operator	Behavior Management Plan	11/30/2022	In Progress
10	Owner & Operator	Program Management Plan	11/30/2022	In Progress
11	Owner & Operator	Project Schedule	11/30/2022	In Progress
13	Owner & Operator	Communications Plan	11/30/2022	In Progress
15	Owner & Operator	Staffing Plan for all contract personnel	11/30/2022	In Progress
12	Owner & Operator	Quality Assurance Plan	11/30/2022	In Progress
15	Owner & Operator	<ul style="list-style-type: none"> <li>• SOPs for the care, custody, and security of UCs;</li> <li>• Driving policies and regulations;</li> <li>• Supervision expectations;</li> <li>• Verification of UCs and sponsors;</li> <li>• UC transfer procedures;</li> <li>• Communication procedures and expectations;</li> <li>• Incident reporting;</li> <li>• Disinfection protocols;</li> <li>• Ethics and authority; and</li> <li>• Milestone tracking</li> </ul>	11/30/2022	In Progress
<b>RECURRING</b>				
<b>PWS</b>	<b>Capacity</b>	<b>Deliverable</b>	<b>Anticipated Completion Date</b>	<b>Status</b>
5.8	Owner & Operator	Daily Report detailing: <ul style="list-style-type: none"> <li>• UCs submitted for transportation and awaiting itinerary creation;</li> <li>• UCs booked on an itinerary and awaiting transportation (pick-up)</li> </ul>	N/A	Complete
5.1.2	Owner & Operator	Specialized Transportation Compliance Report	11/30/2022	Complete - Pending Review
5.5.2	Owner & Operator	Commercial Air Transportation Flight Time Compliance Report	11/30/2022	Complete - Pending Review



Proposed Deliverables Schedule  
MVM Inc.

<b>ACTION/EVENT INITIATED</b>				
<b>PWS</b>	<b>Capacity</b>	<b>Deliverable</b>	<b>Anticipated Completion Date</b>	<b>Status</b>
5.1	Owner & Operator	UC/Escort travel itineraries	N/A	Complete
5.3	Owner & Operator	UC/Escort Discharge/Transfer itineraries (sponsor reunification & ORR Care Providers)	N/A	Complete
4	Owner & Operator	Sufficient staffing pool to meet transportation services more than 8,000 UCs per month.	N/A	Complete
5.12	Owner & Operator	Closeout & Demobilization Activities Report	N/A	Complete
5.7.3	Owner & Operator	Transfer of UC Property/Documentation	N/A	Complete
3	Owner & Operator	Commercial ambulance services for intrastate transports	N/A	Complete
5.7.2	Owner & Operator	Event/Incident Report	N/A	Complete
<b>UPON REQUEST</b>				
<b>PWS</b>	<b>Capacity</b>	<b>Deliverable</b>	<b>Anticipated Completion Date</b>	<b>Status</b>
2	Owner & Operator	Proof of Insurance, to include: <ul style="list-style-type: none"> <li>• Commercial Auto Liability <ul style="list-style-type: none"> <li>o \$1,500,000 (15 or less)</li> <li>o \$5,000,000 (16 or more)</li> </ul> </li> <li>• Worker's Compensation</li> </ul>	N/A	Complete
2	Prime Contractor	Proof of Insurance, to include: <ul style="list-style-type: none"> <li>• Commercial Auto Liability <ul style="list-style-type: none"> <li>o \$1,500,000 (15 or less)</li> <li>o \$5,000,000 (16 or more)</li> </ul> </li> <li>• Worker's Compensation</li> </ul>	N/A	Complete
4.c	Owner & Operator	Annual summary of drug and alcohol testing records	N/A	Complete
4.c	Prime Contractor	Annual summary of drug and alcohol testing records	N/A	Complete
5.e-5.f	Owner & Operator	Vehicle maintenance & inspection records	N/A	Complete
5.e-5.f	Prime Contractor	Vehicle maintenance & inspection records	N/A	Complete
5.d	Owner & Operator	Current DOT certificate of safety inspection	N/A	Complete
5.d	Prime Contractor	Current DOT certificate of safety inspection	N/A	Complete
5.g	Owner & Operator	DOT & Contractor required employee training records	11/30/2022	Complete - Pending Review
5.g	Prime Contractor	DOT & Contractor required employee training records	N/A	Complete
5.8	Owner & Operator	In conjunction with ORR transportation coordination cell, capture key metrics and forecasting that includes: <ul style="list-style-type: none"> <li>• Reporting on itineraries booked within 24 hours from submission;</li> <li>• Completed transportation pick-up from an ORR facility within 48 hours from submission</li> </ul>	11/30/2022	Complete - Pending Review



Award PIID		Modification Number	Referenced IDV ID		FIN		Page <u>2</u> of <u>3</u>		
47QMCH22C0001		P00005	Open Market		000000Z7				
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	POP/DELIVERY DATES	QTY. (C)	UNIT (D)	UNIT PRICE (E)	NEW AMOUNT (G)	PRIOR AMOUNT (H)	INCREASE / DECREASE (I)	REQ. (J)
1	Operations & Infrastructure	04/05/2022 - 03/18/2023	12	Months	\$44,463,072.00	\$44,463,072.00	\$44,463,072.00	\$0.00	Base
2	UC Transportation	04/05/2022 - 03/18/2023	57	Each	\$359,955,000.00	\$335,661,195.00	\$359,955,000.00	-\$24,293,805.00	Base
3	UC Unaccompanied Trip	04/05/2022 - 03/18/2023	1	Each	\$94,725.00	\$0.00	\$94,725.00	-\$94,725.00	Base
<b>TOTALS</b>					<b>\$404,512,797.00</b>	<b>\$380,124,267.00</b>	<b>\$404,512,797.00</b>	<b>-\$24,388,530.00</b>	

Award PIID	Modification Number	Referenced IDV PIID	FIN	Page 3 of 3
47QMCH22C0001	P00005	Open Market	000000Z7	

**DESCRIPTION**

The purpose of this modification is to close out the contract in its entirety and deobligate excess funds.

1. The period of performance was from 05 April 2022 through 18 March 2023.
2. The Contractor Closing Statement was completed on 19 July 2023.
3. The total funded amount on the task order is decreased from \$404,512,797.00 by \$24,388,530.00 to \$380,124,267.00.
4. There is no change to the terms and conditions of the contract as a result of this modification.
5. In accordance with the Federal Acquisition Regulation (FAR) Part 4.804 and GSAM 504.804-5, this contract file has been reviewed and approved for closeout.
6. All services have been accepted and there are no outstanding charges/payments due to the contractor.



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