

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 60th hour on duty in a 7-day period, or drive a commercial motor vehicle after the 70th 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"> • Milestones & Timeframes • Demobilization Plan 	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-fty>.

18 Period of Performance

The period of performance is: Base Period: March 19, 2023 – July 17, 2023, Option Period 1: July 18, 2023 - November 17, 2023, Option Period 2: November 18, 2023 - March 18, 2024.

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.

Sector 1a: West	Sector 2: Midwest	Sector 3a: East
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
Sector 1b. Southwest	Nebraska	Virginia
Arizona	Ohio	West Virginia
California	Oklahoma	
New Mexico	Tennessee	Section 3b. Southeast
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

Attachment	Description
Attachment A	ORR Guide: Children Entering the United States Unaccompanied
Attachment B	Key documents for the ACF ORR Unaccompanied Children Program