

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No.: 1:26-cv-03844

COLORADO DEPARTMENT OF PUBLIC HEALTH
AND ENVIRONMENT,

Plaintiff,

v.

THE GEO GROUP, INC.

Defendant.

THE GEO GROUP, INC.’S NOTICE OF REMOVAL

Defendant, The GEO Group, Inc. (“GEO”), by and through its undersigned attorneys hereby removes this action from the State of Colorado, District Court in Adams County, Case No. 2026CV31629, to the United States District Court for the District of Colorado. Plaintiff, the Colorado Department of Public Health and Environment (“CDPHE”), based on alleged public health concerns, seeks an order requiring GEO to provide it with, *inter alia*, documents that are expressly the property of the federal government, despite CDPHE’s knowledge that these documents are legally the property of the United States government, not GEO. Moreover, to the extent that CDPHE also seeks unfettered access to AIPC in connection with its investigation, it likewise knows that it is Immigration and Customs Enforcement (“ICE”), not GEO, that controls access to the Aurora ICE Processing Center (“AIPC”). Removal is proper pursuant to 28 U.S.C. §§ 1442 and 1446. In support of this Notice of Removal, GEO states the following:

NATURE OF THE CLAIMS

1. Plaintiff initiated this civil action in the District Court in Adams County, Colorado, by filing a Complaint for Injunctive Relief (“Compl.”) on August 19, 2026. A copy of the Complaint, including exhibits referenced therein, is attached hereto as Exhibit A.

2. Through the Complaint, Plaintiff alleges that GEO failed to provide access to AIPC or the requested records of federal immigration detainees, and hindered Plaintiff’s attempt to investigate media reports of tuberculosis at AIPC.

3. On August 20, 2026, Plaintiff filed a Motion for Preliminary Injunctive Relief, which is attached hereto as Exhibit B. Through that motion, Plaintiff seeks an order compelling GEO to comply with CDPHE’s investigation, including providing Plaintiff with documents and records that Plaintiff knows are the property of the United States government and cannot be disclosed without the consent of the federal government.

4. AIPC is a secure federal immigration detention facility. GEO provides secure residential care support at the AIPC pursuant to a federal contract with ICE, which Plaintiff acknowledges. (*See* Compl., ¶ 8.)

5. Consistent with the requirements of GEO’s contract with ICE for secure residential services at AIPC, ICE exercises exclusive control over all access to secure portions of AIPC. No one, from detainees to GEO employees to vendors, is allowed to enter the secure portions of AIPC without the express authorization of ICE.

6. All requests for access to secure portions of AIPC must obtain preclearance approval from ICE, including requests by federal and state employees, as well as GEO employees. GEO is without authority to provide access to the secure portions of AIPC absent

ICE clearance and approval. Indeed, the Complaint acknowledges that the contract requires AIPC to be operated in accordance with ICE’s Performance-Based National Detention Standards (PBNDS). (*See* Compl., ¶ 63.) The PBNDS expressly provides that ICE approval is necessary for access to AIPC. *See* PBNDS at 403 (requiring ICE approval for law enforcement officials requesting visits with detainees); *id.* at 448 (requiring prior approval of the ICE Field Office Director for visits by any stakeholder, including intergovernmental entities).

7. In addition, consistent with the requirements of GEO’s contract with ICE, all records, including those of detainees and concerning facility operations, “remain the property of the U.S. Government.” (Compl., Ex. 1 at 44; *see also id.* at 89 (“The Contractor may not disclose information pertaining to ICE detainees to a third party without written permission from the COR”).)¹

8. On August 13, 2026, Plaintiff issued a Public Health Order demanding that GEO disclose records that are the property of the U.S. Government. (Compl., Ex. 6.) And CDPHE had previously demanded access to AIPC, which request is noted throughout the Complaint. (*See, e.g.,* Compl., Ex. 3.)

9. Accordingly, this case is removable on the grounds of federal officer removal jurisdiction pursuant to 28 U.S.C. § 1442(a)(1).

¹ The COR is the “Contracting Officer’s Representative,” which is defined as “Employees of the Government responsible for monitoring all technical aspects and assisting in administering the contract.” (Compl., Ex. 1 at 24.) And the term “Government” is defined as “the United States Government.” (*Id.* at 26.)

10. This Notice of Removal is timely. The 30-day removal period prescribed by 28 U.S.C. § 1446(b) begins to run when defendant receives a copy of the initial pleading setting forth the claim for relief from which it may first be ascertained that the case is removable. 28 U.S.C. § 1446(b). GEO was served with the Complaint on August 20, 2026.

JURISDICTION & VENUE

11. Subject matter jurisdiction is based on 28 U.S.C. §§ 1331 and 1442(a)(1) as set forth below under Grounds of Removal.

12. Venue is proper in the United States District Court for the District of Colorado, as the state court action, which is the subject of this removal petition, was filed with the Adams County District Court, where it is alleged that all parties are subject to personal jurisdiction.

GROUND FOR REMOVAL

13. This is a civil action over which this Court has original jurisdiction under 28 U.S.C. § 1331 and is removable to this Court by GEO pursuant to the provisions of 28 U.S.C. § 1442(a)(1) because Plaintiff's alleged right to relief necessarily depends on the resolution of a substantial question of federal law. "Federal officers, and their agents, may remove cases based on acts performed under the color of their federal office if they assert a colorable defense." *Durham v. Lockheed Martin Corp.*, 445 F.3d 1247, 1251 (9th Cir. 2006); *see also Magnin v. Teledyne Continental Motors*, 91 F.3d 1424, 1429 (11th Cir. 1996); *Ruppel v. CBS Corp.*, 701 F.3d 1176, 1180-81 (7th Cir. 2012); *Equity Staffing Grp. Inc. v. RTL Networks, Inc.*, No. 13-cv-3510-WJM-KLM, 2014 WL 2566316, at *3 (D. Colo. June 6, 2014).

14. Title 28 U.S.C. § 1442(a)(1) "grants independent jurisdictional grounds over cases involving federal officers where a district court otherwise would not have jurisdiction."

Bailey v. Monsanto Co., 176 F. Supp. 3d 853, 869 (E.D. Mo. 2016) (internal quotations and citation omitted). The words “or relating to” were added to the statute by Congress in 2011. This addition was “intended to broaden the universe of acts that enable Federal officers to remove to Federal court.” *Id.* (quoting *In re Commonwealth's Motion to Appoint Counsel Against or Directed to Def. Ass'n of Philadelphia*, 790 F.3d 457, 467 (3d Cir. 2015) (citing legislative history)).

15. The Supreme Court has mandated a generous interpretation of the federal officer removal statute in favor of removal. *Ruppel*, 701 F.3d at 1180 (the federal officer removal statute is not narrow or limited); *Willingham v. Morgan*, 395 U.S. 402, 406-07 (1969); *see also Jefferson Cnty. v. Acker*, 527 U.S. 423, 431 (1999) (noting that the Supreme Court has “rejected a ‘narrow, grudging interpretation’ of the [federal officer removal] statute.” (internal citation omitted)).

16. At all relevant times, GEO was a “person(s)” within the meaning of 28 U.S.C. § 1442(a)(1). *Ruppel*, 701 F.3d at 1181 (finding that a corporate defendant was a “person”); *see also City of Brunswick v. Honeywell Int’l, Inc.*, --- F.4th ----2026 WL 2224648, at *11 (11th Cir. Aug. 3, 2026); *Fung v. Abex Corp.*, 816 F.Supp. 569, 572 (N.D. Cal. 1992).

17. Plaintiff’s claim against GEO is based solely on GEO’s performance of its federal contract with ICE to provide secure residential services at the federal AIPC. GEO was acting under direction of an officer of the United States within the meaning of 28 U.S.C. § 1442(a)(1) when it communicated with CDPHE regarding its requests.

18. Because ICE, not GEO, denied CDPHE’s requests for access to AIPC and denied its request for access to records of federal detainees at AIPC, GEO has colorable federal defenses to Plaintiff’s claims.

19. Because GEO’s interaction with CDPHE was in accordance with Congressionally mandated detention standards and its federal contractual requirements, GEO has colorable federal defenses to Plaintiff’s claims.

20. Removal pursuant to 28 U.S.C. § 1442(a)(1) is appropriate where the moving party can (a) demonstrate that it acted under the direction of a federal officer, (b) raise a colorable federal defense to plaintiff’s claims, and (c) demonstrate a causal nexus between plaintiff’s claims and the acts it performed under color of federal office. *See Mesa v. California*, 489 U.S. 121, 124-25, 129-31, 134-35 (1989); *Ruppel*, 701 F.3d at 1180-1181.

21. “[R]equiring a private contractor seeking federal officer removal to show a ‘colorable’ claim of state law preemption violates the fundamental principle that ‘[t]he officer need not win his case before he can have it removed.’” *Graves v. 3M Co.*, 17 F.4th 764, 773 (8th Cir. 2021) (*quoting Willingham*, 395 U.S. at 407).

22. “While the Court must require that the facts identified by the defendant support the federal defense, the Court is not called upon at this preliminary stage to pierce the pleadings or dissect the facts stated. Nor is the Court’s function at this stage to determine credibility, weigh the quantum of evidence or discredit the source of the defense.” *Hagen v. Benjamin Foster Co.*, 739 F. Supp. 2d 770, 782 (E.D. Pa. 2010). “It is the sufficiency of the facts stated—not the weight of the proof presented—that matters. For policy reasons, Congress has erected a road to federal court for litigants who can invoke a federal defense. It is not the Court’s role to impose

judicially created tolls on those who seek to travel on it. Thus, the Court concludes that a defense is colorable for purposes of determining jurisdiction under Section 1442(a)(1) if the defendant asserting it identifies facts which, viewed in the light most favorable to the defendant, would establish a complete defense at trial.” *Id.* at 782-83; *see also United States v. Moll*, No. 22-cr-00266-NYW, 2023 WL 2042244, at *7 (D. Colo. Feb. 16, 2023) (“Section 1442(a)(1) does not require a finding that a defense will be successful for removal to be deemed appropriate; a ‘colorable’ defense need only be plausible.” (quoting *Hawaii v. Broughton*, No. CR. 13-00415 HG, 2013 WL 3288381, at *5 (D. Haw. June 28, 2013))).

23. GEO raises colorable federal defenses to this action under the doctrine of “derivative sovereign immunity,” under the “intergovernmental immunity doctrine,” and under principles of federal preemption.

A. Derivative Sovereign Immunity

24. “The United States may not be sued without its consent.” *United States v. Mitchell*, 463 U.S. 206, 212 (1983). It is therefore immune from suit unless a plaintiff can point to a statute that says otherwise. *Campbell-Ewald Co. v. Gomez*, 577 U.S. 153, 160 (2016); *Mitchell*, 463 U.S. at 212 (“[T]he existence of consent is a prerequisite for jurisdiction.”). Similarly, government contractors may not be sued for carrying out the sovereign’s will. *Yearsley v. W.A. Ross Constr. Co.*, 309 U.S. 18, 20 (1940); *see generally Filarsky v. Delia*, 566 U.S. 377 (2012) (“[I]t should come as no surprise that the common law did not draw a distinction between public servants and private individuals engaged in public service in according protection to those carrying out government responsibilities.”). That is because the government has an “unquestioned need to delegate [its] functions,” and because “[i]mposing liability on private

agents of the government would directly impede the significant governmental interest in the completion of its work.” *Butters v. Vance Int’l, Inc.*, 225 F.3d 462, 466 (4th Cir. 2000).

25. Thus, “a government contractor is not subject to suit if (1) the government authorized the contractor’s actions and (2) the government ‘validly conferred’ that authorization.” *Cunningham v. Gen. Dynamics Info. Tech., Inc.*, 888 F.3d 640, 646 (4th Cir. 2018). In *Campbell-Ewald*, the U.S. Supreme Court affirmed the two-prong *Yearsley* standard and explained it as follows: “Where the Government’s ‘authority to carry out the project was validly conferred, that is, if what was done was within the constitutional power of Congress,’ we explained, ‘there is no liability on the part of the contractor’ who simply performed as the Government directed.” *Campbell-Ewald*, 577 U.S. at 167 (quoting *Yearsley*, 309 U.S. at 20-21).

26. As a result, GEO is immune from any suit for carrying out the sovereign’s will and conveying CDPHE’s request for disclosure of federal detainee records to ICE. GEO is also immune from suit for ICE’s decision to deny the request (or any related request for access to the facility). *Yearsley*, 309 U.S. at 20.

B. Intergovernmental Immunity-Direct Regulation

27. The Supremacy Clause provides that the “Laws of the United States” made in pursuance of the Constitution “shall be the supreme Law of the Land.” U.S. CONST. art. VI, cl.2. More than 200 years ago, in the foundational case of *McCulloch v. Maryland*, 17 U.S. 316 (1819), the Supreme Court recognized that this guarantee of federal supremacy would be meaningless if the federal government were not immune from regulation and taxation by the states. The Supreme Court held that the supremacy of the federal government within its legitimate sphere of action necessarily meant that the states had no power to interfere with a

constitutionally valid federal activity. *Id.* at 427-30. In line with *McCulloch*'s prohibition on state laws that "retard, impede, burden, or in any manner control, the operations" of the federal government, 17 U.S. at 436, a state law directly regulates the federal government—and is therefore unconstitutional—if it "involve[s] a direct, physical interference with federal activities . . . or some direct, immediate burden on the performance of the [federal] functions." *Railway Mail Ass'n v. Corsi*, 326 U.S. 88, 96 (1945). In assessing whether a state law substantially burdens federal operations, there is no distinction between state regulation of federal employees and state regulation of private contractors carrying out federal operations. In *Osborn v. Bank of the United States*, 22 U.S. (9 Wheat.) 738 (1824), the Supreme Court declared that "the right of the State to control [a federal contractor's] operations, if those operations be necessary to its character, as a machine employed by the government, cannot be maintained." *Id.* at 867 (Marshall, C.J.).

28. Intergovernmental immunity forbids a state from substantially interfering with federal activity carried out by a private contractor, even where the activity occurs on private land. Plaintiff's demand that GEO turn over to CDPHE documents and records that are property of the federal government in connection with its investigation related to the conditions of and treatment provided at AIPC is unconstitutional because it attempts to directly regulate, control, and interfere with federal activities in violation of the Intergovernmental Immunity Doctrine.

Indeed, Plaintiff was directly informed that both DHS and CDC were handling the health-related issues at AIPC.²

C. Intergovernmental Immunity-Impermissible Discrimination

29. The United States Supreme Court recently confirmed that the doctrine of Intergovernmental Immunity prohibits state laws that either “regulat[e] the United States directly or discriminat[e] against the Federal Government or those with whom it deals.” *United States v. Washington*, 596 U.S. 832, 838 (2022) (emphasis in original) (quoting *North Dakota v. United States*, 495 U.S. 423, 435 (1990) (plurality opinion)). A state law impermissibly discriminates against the federal government or its contractors if it “single[s them] out” for less favorable “treatment,” *Washington v. United States*, 460 U.S. 536, 546 (1983), or if it regulates them unfavorably on some basis related to their governmental “status,” *North Dakota*, 495 U.S. at 438. Preventing discrimination against the federal government or those with whom it deals lies at the heart of the Constitution’s intergovernmental immunity doctrine. *United States v. Washington*, 596 U.S. at 840.

30. While state law permits CDPHE to investigate the causes of diseases such as tuberculosis, *see* C.R.S. § 25-1.5-102(1)(a)(I), here CDPHE was aware that (1) DHS and CDC were actively involved in monitoring and testing federal detainees and (2) that there were no

² In addition, Plaintiff failed to inform the Court that ICE separately acknowledged in July that there were no active cases of tuberculosis at that time, and that AIPC had complied with all federal CDC guidelines and policies on communicable diseases.

active or suspected cases of tuberculosis in AIPC. Nevertheless, CDPHE has claimed it needs to investigate based on an unsubstantiated media report.³ (Compl., ¶¶ 94-95.)

31. In contrast, during the COVID-19 pandemic, CDPHE did not engage in similar investigations. Indeed, prison conditions were routinely criticized, with more than 16,000 inmates reportedly contracting the virus and at least 32 dying from it.⁴

32. Moreover, while it is true that GEO has in the past, and with ICE approval, worked with public health officials in Colorado to conduct disease control investigations, the nature and scope of the requests being made now are different in kind and tone, and reflect discriminatory enforcement when compared to other entities that do not house federal immigration detainees.

33. Accordingly, Plaintiff's attempt to enforce the Public Health Order is unconstitutional and invalid because it impermissibly discriminates against the federal government and its contractors. *United States v. Washington*, 596 U.S. at 837.

D. Federal Field Preemption

34. Federal immigration law provides that the Secretary of Homeland Security “shall arrange for appropriate places of detention for aliens detained pending removal or a decision on removal,” and “[w]hen United States Government facilities are unavailable or facilities adapted or suitably located for detention are unavailable for rental, the [Secretary] may expend . . .

³ At the same time as this unverified report in the Guardian, cited by Plaintiffs, ICE stated that there were no active cases of tuberculosis at that time.

⁴ J. Gilbert, *The Pandemic Behind Bars*, The Colorado Health Institute (dated Jan. 28, 2021, updated Mar. 20, 2023), available at: <https://www.coloradohealthinstitute.org/research/pandemic-behind-bars>

amounts necessary to acquire land and to acquire, build, remodel, repair, and operate facilities . . . necessary for detention.” 8 U.S.C. § 1231(g)(1). To effectively arrange for appropriate places of detention for removal aliens, Congress further granted the Secretary authority “to make contracts . . . as may be necessary and proper to carry out [his] responsibilities,” 6 U.S.C. § 112(b)(2), including contracts with private parties. Congress further authorized the Secretary, in his “reasonable discretion,” to carry out the immigration enforcement activities of the Department of Homeland Security “through any means,” including “through contracts, grants, or cooperative agreements with non-Federal parties.” 28 U.S.C. § 530C(a)(4). Similarly, Congress has also authorized the Secretary to “enter into contracts and other agreements, of any reasonable duration, for detention or incarceration space or facilities, including related services, on any reasonable basis.” 18 U.S.C. § 4013 note “Contracts for Space or Facilities” (emphasis added).

35. Federal statutory directives and a comprehensive set of federal detention standards known as the Performance Based National Detention Standards (“PBNDS”) govern the operation of private detention facilities. The current PBNDS were implemented and incorporated into ICE contracts at the direction of Congress. The Joint Explanatory Statement and House Report 114-668, which accompany the Fiscal Year (FY) 2017 Department of Homeland Security (DHS) Appropriations Act (Pub. L. 115-31), evince this direction. The Joint Explanatory Statement says: “Within 45 days after the enactment of this Act, ICE shall report on its progress in implementing the 2011 Performance Based National Detention Standards, including the 2016 revisions....” 163 Cong. Rec. H3812 (2017). House Report 114-668 states: “Within 45 days after the date of enactment of this Act, ICE shall report on its progress in implementing the 2011 [PBNDS] and requirements related to [PREA], including a list of facilities that are not yet in

compliance; a schedule for bringing facilities into compliance; and current year and estimated future year costs associated with compliance.” H.R. Rep. No. 114-668, at 35.

36. The comprehensive framework enacted by Congress regarding the detention of aliens for removal leads to the conclusion that the federal government has occupied the field. *See Arizona v. United States*, 567 U.S. 387, 401 (2012) (“*Arizona I*”). Where Congress occupies an entire field, as it has in the field of alien detention pending removal, even complementary state regulation is impermissible. Accordingly, Plaintiff’s attempt to gain access to a federal facility or obtain federal records to enforce state health and safety standards and requirements is unconstitutional and invalid because it is preempted by Congress’s occupation of the entire field of alien detention pending removal.

E. Federal Obstacle Preemption

37. As early as *Gibbons v. Ogden*, 22 U.S. (9 Wheat.) 1 (1824), Chief Justice Marshall stated the governing principle—that “acts of the State Legislatures ... [which] interfere with, or are contrary to the laws of Congress, made in pursuance of the constitution,” are invalid under the Supremacy Clause. *Id.* at 211 (emphasis added). More than 100 years later, Justice Black, after reviewing the precedents, wrote in a similar vein:

[T]his Court, in considering the validity of state laws in the light of treaties or federal laws touching the same subject, has made use of the following expressions: conflicting; contrary to; occupying the field; repugnance; difference; irreconcilability; inconsistency; violation; curtailment; and interference. In the final analysis, . . . [o]ur primary function is to determine whether [a challenged state statute] stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress.

Hines v. Davidowitz, 312 U.S. 52, 67 (1941). Under the doctrine of conflict preemption, “state laws are preempted when they conflict with federal law.” *California*, 921 F.3d at 878 (quoting

Arizona II, 567 U.S. at 399). This includes cases where “compliance with both federal and state regulations is a physical impossibility,” and those instances where the challenged state law “stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress.” *Id.* at 879 (*quoting Arizona II*, 567 U.S. at 399 (internal quotation marks omitted)).

38. Plaintiff’s demand that GEO turn over to Plaintiff property of the United States Government to conduct its investigation purportedly to enforce state health and safety standards and requirements presents a direct conflict with the objectives of Congress. Similarly, Plaintiff’s attempt to assess and enforce compliance with state-mandated standards or requirements creates an obstacle to the Congressional objective of implementing a uniform set of federal requirements tailored to the unique purposes of federal alien detention. (*See* PBNDS, Preface (noting the purpose of the PBNDS reflects “ICE’s ongoing effort to tailor the conditions of immigration detention to its unique purpose.”).) Plaintiff’s demand for unlimited access to AIPC to investigate ICE’s provision of medical care to federal detainees and to enforce state health and safety standards and requirements likewise presents a direct conflict with the objectives of Congress.

* * * * *

39. The existence of a single removable claim allows removal of the entire action. 28 U.S.C. § 1441(c); *Lepucki v. Van Wormer*, 765 F.2d 86, 89 (7th Cir. 1985); *see also Nat’l Audubon Soc’y v. Dep’t of Water*, 496 F. Supp. 499, 509 (E.D. Cal. 1980).

40. Notice of this removal has been filed with the state court and provided to all adverse parties by the initial removing defendant pursuant to 28 U.S.C. § 1446(d).

41. In accordance with the time requirements of Fed. R. Civ. P. 81(c), Defendant will answer or present other defenses or objections. Defendant does not waive and, to the contrary, expressly preserves any and all rights and defenses it may assert by motion or otherwise with respect to the action and Complaint.

Dated: August 21, 2026.

Respectfully submitted,

s/ James N. Boeving

Frederick R. Yarger

James N. Boeving

William Hauptman

Wheeler Trigg O'Donnell LLP

370 Seventeenth Street, Suite 4500

Denver, CO 80202

Telephone: 303.244.1800

Facsimile: 303.244.1879

Email: yarger@wtotrial.com

boeving@wtotrial.com

hauptman@wtotrial.com

Attorneys for Defendant

CERTIFICATE OF SERVICE (CM/ECF)

I HEREBY CERTIFY that on August 21, 2026, I electronically filed the foregoing **THE GEO GROUP, INC.'S NOTICE OF REMOVAL** with the Clerk of Court using the CM/ECF system, which will send notification of such filing to the following email addresses:

- **Ryan Lorch**
Ryan.Lorch@coag.gov
- **Nora Q. E. Passamaneck**
Nora.Passamaneck@coag.gov

s/ James N. Boeving

EXHIBIT A

DISTRICT COURT, ADAMS COUNTY, COLORADO 1100 Judicial Center Dr. Brighton CO, 80601 COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, Plaintiff, v. THE GEO GROUP, INC. Defendant.	
	▲ COURT USE ONLY ▲
PHILIP J. WEISER, Attorney General RYAN K. LORCH, 51450* Senior Assistant Attorney General NORA PASSAMANECK, 49362* Senior Assistant Attorney General Ralph L. Carr Colorado Judicial Center 1300 Broadway, 10th Floor Denver, CO 80203 Telephone: (720) 508-6168 (720) 508-6633 FAX: (720) 508-6041 E-Mail: Ryan.Lorch@coag.gov Nora.Passamaneck@coag.gov *Counsel of Record <i>Attorneys for Colorado Department of Public Health and Environment</i>	Case No. Div:
VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF	

The Colorado Department of Public Health and Environment, by and through counsel, the Office of the Attorney General, for their Complaint against Defendant allege as follows:

INTRODUCTION

1. The Colorado Department of Public Health and Environment (“CDPHE”) brings this action to protect the public health of Coloradans against the spread of tuberculosis, a contagious and deadly infectious disease.

2. For decades, the Colorado General Assembly has tasked Colorado’s state and local public health agencies with the duty to investigate and control the spread of tuberculosis throughout Colorado, including in congregate institutions, such as prisons, jails, and other detention institutions.

3. CDPHE and local public health agencies have successfully investigated and controlled the spread of tuberculosis in these institutions. This success was due, in part, to the cooperation of the entities that operate these institutions.

4. This cooperation no longer exists when it comes to the GEO Group-operated immigration detention and processing facility in Aurora, Colorado.

5. Despite confirming that a detainee of the facility tested positive for tuberculosis, the GEO Group has prevented CDPHE and local public health agencies from performing any meaningful and statutorily required disease investigation and control. Instead, the GEO Group asked Colorado to put blind-faith into the facility’s response to the disease.

6. Colorado is therefore flying in the dark when it comes to a contagious and deadly infectious disease within its borders. Just-take-our-word-for-it is not a viable public health response to such a disease. Emergency injunctive relief from this Court is necessary.

PARTIES

7. Plaintiff Colorado Department of Public Health and Environment (“CDPHE”) is a principle executive branch department of Colorado state government, created by C.R.S. § 25-1-102.

8. Defendant the GEO Group, Inc. (“GEO Group”), with its global headquarters located at 621 NW 53rd Street, Boca Raton, Florida 33487, is the operator of a property and commercial building located at 3130 Oakland St, Aurora, CO 80010 (the “Aurora Facility”). The Aurora Facility is operated as an immigration detention facility pursuant to a contract between the GEO Group and U.S. Immigration and Customs Enforcement (“ICE”).

VENUE

9. Pursuant to Colorado's tuberculosis public health statutes, state district courts shall have original jurisdiction over violations of such statutes. C.R.S. § 25-4-510.

10. Venue in this Court is proper under C.R.C.P. 98(c)(1) because the Aurora Facility is located in Adams County and all events giving rise to the instant action occurred in Adams County.

GENERAL ALLEGATIONS

Tuberculosis is a Highly Contagious and Dangerous Disease

11. Tuberculosis is an infectious disease caused by bacteria that most often affects the lungs.

12. Symptoms typically depend on which part of the body is affected by the infection. While it usually affects the lungs, it can also affect the kidneys, brain, and spine.

13. Common symptoms of active tuberculosis disease in the lungs (pulmonary tuberculosis) are prolonged cough (sometimes with blood), chest pain, weakness, fatigue, weight loss, fever, and night sweats.

14. Tuberculosis is spread through the air when an infected person with active tuberculosis in the lungs or throat coughs, sneezes, or spits.

15. Some people with pulmonary tuberculosis do not have any symptoms but can still spread the disease.

16. For others, the symptoms may be mild for many months, which results in the spread of the disease to others without knowing it.

17. Tuberculosis is usually treated with antibiotics. However, it can be fatal without treatment. Certain strains of tuberculosis can be antimicrobial resistant, limiting the effectiveness of antibiotic treatment.

18. According to the World Health Organization ("WHO"), tuberculosis "is the world's leading cause of death from a single infectious agent and among the top

10 causes of death.”¹ “In 2024, an estimated 10.7 million people fell ill with [tuberculosis] worldwide, including 5.8 million men, 3.7 million women and 1.2 million children.” The WHO states that tuberculosis “is present in all countries and age groups.”

19. The WHO explains that “[m]ultidrug-resistant [tuberculosis] (MDR-TB) remains a public health crisis and a health security threat.” However, “[g]lobal efforts to combat [tuberculosis] have saved an estimated 83 million lives since the year 2000.”²

20. Tuberculosis is much more common in other nations than in the United States. Individuals traveling from nations with greater prevalence—and therefore higher likelihood of exposure—are more likely to be infected with tuberculosis and develop active pulmonary disease that may spread to others.

The Risk of Tuberculosis is Even Higher in Congregate Settings

21. Congregate settings, such as prisons, jails, and other detention facilities, are at an especially high risk for tuberculosis outbreaks given the number of individuals living in an enclosed space.

22. Immigration detention facilities are at an even higher risk of tuberculosis outbreaks as they often house detainees who recently traveled from countries with an increased prevalence of tuberculosis.

23. Without proper disease mitigation efforts, such as proper ventilation and prompt identification, isolation, and treatment of those with active disease, spread of tuberculosis is likely.

24. The risk of tuberculosis spread is not limited to just the congregate facility or its detainees. Staff, such as guards, administrators, janitors, and others at these settings often will interact with detainees at the facility and each other.

25. These staff do not live at the facility. They leave the facility at the end of their shift and return to their respective communities. This means they will interact with the public at large, including vulnerable populations such as children and people who are immunocompromised or have chronic diseases at public places

¹ *Tuberculosis*, World Health Organization (Mar. 24, 2026), <https://www.who.int/news-room/fact-sheets/detail/tuberculosis> (on file at the Colo. Att’y Gen.’s Off.).

² *Id.*

like schools, healthcare facilities, and other community settings. If these staff go on to develop active disease, they may further spread tuberculosis.

CDPHE's Tuberculosis Investigation and Control Authorities

26. Pursuant to its inherent police powers to protect the welfare of Coloradans from infectious and deadly disease, the Colorado General Assembly tasked CDPHE and local public health agencies with the power and duty to control the spread of diseases such as tuberculosis.

27. CDPHE has the power and duty to investigate and control the causes of epidemic and communicable diseases affecting the public health. C.R.S. § 25-1.5-102(1)(a)(I); 6 CCR 1009-1.

28. As to tuberculosis specifically, the Colorado General Assembly “declared that tuberculosis is an infectious and communicable disease, that it endangers the population of this state, and that the treatment and control of such disease is a state and local responsibility.” C.R.S. § 25-4-501.

29. The General Assembly further declared that so “tuberculosis may be brought better under control and multidrug-resistant tuberculosis prevented . . . the department and local public health agencies shall, within available resources, cooperatively promote control and treatment of persons suffering from tuberculosis.” *Id.*

30. Pursuant to this declaration, the General Assembly directed CDPHE “to use every available means to investigate immediately and ascertain the existence of *all* reported or suspected cases of active tuberculosis within [its] jurisdiction, to determine the sources of such infections, and to identify and evaluate the contacts of such cases and offer treatment as appropriate.” C.R.S. § 25-4-506(1) (emphasis added).

31. CDPHE is “invested with full powers of inspection and examination of *all persons* known to be infected with active tuberculosis and is directed to make or cause to be made such examinations as are deemed necessary of persons who, on reasonable grounds, are suspected of having active tuberculosis in an infectious form.” *Id.* (emphasis added).

32. To obtain information necessary to perform these investigations, CDPHE is also invested with the power to “inspect and have access to all medical records of *all* medical practitioners, hospitals, institutions, and clinics, both public and private, where persons with known or suspected tuberculosis are treated[.]”

C.R.S. § 25-4-508 (emphasis added). This includes “laboratory records of persons tested for tuberculosis.” *Id.*

33. CDPHE has promulgated regulations to further implement this tuberculosis disease control authority. These regulations are located at 6 CCR § 1009-1:4.

34. The Colorado General Assembly grants similar public health and tuberculosis control powers to local public health agencies. *See* C.R.S. §§ 25-1-506; -509; and § 25-4-506.

CDPHE’s Efforts to Stem the Spread of Tuberculosis in Colorado’s Congregate Settings

35. With these extensive statutory powers, and given the challenges to diagnose tuberculosis described above, CDPHE goes to great lengths to investigate and control tuberculosis in Colorado, including in congregate settings.

36. CDPHE and local public health agencies have successfully identified and stopped the spread of tuberculosis in congregate settings through case investigation, contact tracing, and case management. These steps require substantial investigative work, and the success of CDPHE’s tuberculosis control hinges on the cooperation of the public and those institutions operating in Colorado.

37. Case investigation involves collecting clinical information, interviewing people infected with or suspected of having tuberculosis, and obtaining epidemiological information directly from such persons and/or the facility to fully understand the scope of disease transmission.

38. Contact tracing involves identifying people who may have been exposed to and infected with tuberculosis because of contact with an infected person. Within a congregate setting such as a detention center, contract tracing often requires interviewing staff and detainees at the facility to determine the scope of contact with infected people.

39. Public health officials will then use this contact tracing information to determine whether staff, detainees, and others present at the facility present a risk of spreading tuberculosis once they leave the facility and interact with the public at large.

40. If a person with active tuberculosis disease interacted with the public at large, the case investigation and contact tracing process begins anew based on who and where the infected person interacted.

41. The final step involves case management, which is ensuring that infected and exposed people receive treatment, counseling, and other services.

42. When CDPHE and local public health agency officials perform these required functions within a detention facility, they make sure not to interfere with the day-to-day activities of the facility.

43. These required functions should be performed by on-the-ground public health experts as compared to reviewing second- or third-hand information gathered by others, who may not have the requisite training and experience to adequately complete these vital tasks. Public health investigations based on second- or third-hand information do not lead to effective public health responses. Rather, they may result in miscommunication, confusion, and at worst, the continued spread of communicable disease.

44. Typically, local public health agencies take the initial lead when investigating and controlling tuberculosis in congregate settings in their respective counties. CDPHE will often provide support to these agencies and closely follow the local investigation.

45. If a local public health agency is unable to fully investigate or control the spread of tuberculosis, or if it asks for CDPHE to take a more active role, CDPHE will take over the investigation.

46. Pursuant to the authorities discussed above, CDPHE also has independent power to investigate and control tuberculosis in Colorado without local public health agency involvement.

47. When it comes to investigating and controlling tuberculosis in congregate facilities, CDPHE and local public health agencies typically work directly with the entities operating these facilities.

48. Entities operating facilities in Colorado must work collaboratively with public health officers in investigating and controlling disease.

49. In the rare instance that an entity does not cooperate, CDPHE will typically issue a letter to the entity outlining CDPHE's disease control authority discussed above. These letters will include specific requests for information, such as medical information and the contact information of those exposed to the disease. Sometimes, these letters will include a request for access to the institution for an in-person investigation and interviews of potentially exposed individuals.

50. If an entity does not comply with the letter's written requests, CDPHE will typically then issue a public health order.

51. Under Colorado law, it is unlawful for a person to willfully violate, disobey, or disregard the provisions of a public health order. C.R.S. § 25-1-114(1)(a).

The Aurora Detention and Processing Center Facility

52. The Aurora Facility is currently contracted as an ICE immigration detention and processing facility in Colorado.

53. It is operated by the GEO Group, a private corporation that operates other detention facilities around the country, including other immigration facilities and state prisons.

54. The GEO Group operates and controls the day-to-day activities of the facility.

55. Upon information and belief, the facility can hold up to 1,532 detainees.

56. Upon information and belief, around 1200 detainees were housed in the facility as recently as March of 2026.³

57. Upon information and belief, as of the end of 2025, the facility staff included 36 health professionals, including one doctor, two physician assistants, 18 registered nurses or licensed nurse practitioners, a health services administrator and an assistance health services administrator.

58. Upon information and belief, the facility staff includes dozens of other individuals such as guards, administrators, and janitors.

59. Upon information and belief, the facility staff do not live in the facility. Rather, these individuals live in nearby Colorado communities and commute to and from the facility.

³ *ICE Aurora Contract Detention Facility Accountability Report*, https://crow.house.gov/sites/evo-subsites/crow-evo.house.gov/files/evo-media-document/3.10.2026-ice-accountability-report_1.pdf

60. Upon information and belief, these staff interact with the public at large when not at the facility, such as at schools, healthcare facilities, and other community settings.

61. The contract the GEO Group received from ICE to operate the Aurora Facility requires it to comply with state law, including state laws related to public health. Contract attached as Exhibit 1.

62. Specifically, the contract requires the GEO Group to: (1) accept and provide for “the secure custody, care, and safekeeping of detainees in accordance with the State and local laws, standards, policies;” (2) obtain permits and licenses from “federal, state, [or] local” officials and “comply with all applicable federal, state, and local laws;” (3) “comply with all federal and state laws regarding inspections, licensing, and registration for” vehicles; (4) employ transportation officers that meet federal and state licensing requirements; and (5) certify that all armed transportation officers have received firearms training “in accordance with State and local firearm certification requirements.” Exhibit 1.

63. Moreover, the contract requires the GEO Group to operate the Aurora Facility in accordance with ICE’s *Performance-Based National Detention Standards 2011* (PBNDS), U.S. Immigr. And Customs Enft (Dec. 2016), available online here: <https://www.ice.gov/doclib/detention-standards/2011/pbnds2011r2016.pdf>.

64. The PBNDS specifies that the Aurora Facility must have a written plan to “address the management of infectious and communicable diseases, including screening, prevention, education, identification, monitoring and surveillance, immunization (when applicable), treatment, follow up, isolation (when indicated) and reporting to local, state and federal agencies.” *Id.* at 261, Standard 4.3, V.C.1. The plan must include “coordination with local public health authorities.” *Id.*

65. Furthermore, the PBNDS have specific requirements related to tuberculous management. *See id.* at 262, Standard 4.3, V.C.2. Under the PBNDS, the GEO Group must screen all detainees for tuberculous within 12 hours of intake. *Id.* Recognizing the substantial risk of outbreak, detainees must thereafter be tested annually or more periodically. *Id.*

66. The PBNDS require that when an inmate has confirmed or suspected active tuberculosis, the GEO Group must “[r]eport all cases to local and/or state health departments within one working day of meeting reporting criteria.” *Id.*

67. The PBNDS further require that the GEO Group “[p]romptly report any movement of [tuberculosis] patients, including hospitalizations, facility

transfers, releases, or removals/deportations to the local and/or state health department.” *Id.* The PBNDS require the GEO Group to consult state or local health departments to establish a customized treatment regimen and plan for detainees with drug-resistant or multi-drug-resistant tuberculosis. *Id.* Finally, the PBNDS require that designated GEO Group medical staff collaborate with the local and/or state health department on tuberculosis and other communicable diseases of public health significance. *Id.*

68. Upon information and belief, the GEO Group administers a screening test when detainees enter the Aurora Facility to determine whether they carry certain communicable diseases, such as tuberculosis.

69. Upon information and belief, the GEO Group may also send the medical samples taken from detainees to a commercial, third-party laboratory that tests the samples for the presence of communicable disease. These labs are required to provide notice of a tuberculosis diagnosis to CDPHE within 24 hours. C.R.S. § 25-4-502(3).

70. The GEO Group historically has worked public health officials from local and state public health agencies to provide access to the Aurora Facility to conduct disease control case investigations.

71. For example, CDPHE performed a public health investigation at the Aurora Facility related to a mumps outbreak in 2019. In early 2019, CDPHE and Tri-County Health Department (TCHD)⁴ investigated an outbreak of mumps at the Aurora facility, which was part of a national outbreak of mumps among detainees. For the 2019 mumps investigation, CDPHE and TCHD conducted phone calls and an in-person site visit with the Aurora Facility to identify cases; provided testing, vaccination, and disease control recommendations for detainees and staff; and reviewed public health reporting requirements. The Aurora Facility proactively offered MMR vaccine to all staff and detainees. MMR vaccination was being used in other U.S. detention facilities to contain outbreaks, but CDPHE believes the GEO Aurora Facility was the first ICE detention facility in the U.S. to proactively offer MMR vaccine to all staff and detainees. During the 2019 mumps investigation, public health staff detected five cases of varicella (chickenpox) over several months at the facility, so disease control guidance for varicella was provided as well.

72. Another example was an active tuberculosis case in a detainee at the Aurora Facility reported to public health in 2024. Adams County Health

⁴ TCHD provided public health services to Adams, Arapahoe, and Douglas counties during this time; TCHD dissolved in December 2022, and individual county health departments were established in January 2023.

Department, the local public health agency overseeing the county in which the Aurora Facility is located, and the Denver Health Tuberculosis Clinic, who contracts with CDPHE and Adams to perform tuberculosis case investigation, were able to access the facility to interview the patient and perform a contact investigation. They were able to ensure the case was put on proper treatment and appropriate disease control measures were implemented to prevent further spread. Thirty-four contacts of the case were identified and tested for tuberculosis infection; among the 34 contacts, 12 were determined to have inactive tuberculosis infection, although it is possible that these individuals were exposed to tuberculosis in other locations throughout their lives. This investigation led to the Aurora Facility and Denver Health Tuberculosis Clinic having weekly check-ins focused on tuberculosis reporting and disease control activities.

73. As another example, in January 2026, CDPHE and Adams County Health Department received multiple complaints from members of the public about widespread gastrointestinal illness in the Aurora Facility. Adams staff followed up with the facility by phone, and seven public health staff (three epidemiologists from Adams, one epidemiologist from CDPHE, two environmental health specialists from Adams, and one environmental health specialist from CDPHE) conducted a facility site visit. Epidemiologists interviewed a sample of detainees and facility staff to collect information about a potential outbreak, and environmental health specialists inspected the facility. Also in January 2026, a bacterial enteric infection in an Aurora Facility detainee was reported to Adams staff by a clinical laboratory via routine public health disease reporting. Adams staff worked with the Aurora Facility to review the detainee's medical records at the facility, conduct an interview with the detainee to gather information about their illness and implement disease control measures within the facility to control further spread of illness.

The Discovery of Tuberculosis at the Aurora Facility and the Local Public Health Agency's Response

74. Around June 11, 2026, the Adams County Health Department became aware of a suspected case of tuberculosis in the Aurora Facility.

75. The Adams County Health Department confirmed the suspected case was infectious tuberculosis disease on June 22, 2026.

76. On June 25, 2026, the Adams County Health Department issued a public health order directed at the Aurora Facility and the GEO Group. Attached as Exhibit 2.

77. The public health order was issued pursuant to Adams County's local public health authority, including the tuberculosis statutory authority discussed above.

78. The public health order required the GEO Group to provide certain information and access to the facility to the Adams County Health Department and the Denver Tuberculosis Clinic.

79. The GEO Group initially responded to this public health order by providing some information, such as staff and detainee lists.

80. The GEO Group also attended a weekly meeting scheduled with and by the Adams County Health Department to monitor the tuberculosis case.

81. The GEO Group then facilitated a phone interview with the individual infected with tuberculosis and public health staff, which occurred on June 30, 2026.

82. During that call, the individual confirmed that he was isolated within the facility, but he was reluctant to provide any information about those he had been in contact with both in and out of the Aurora Facility. As a result, the interview did not provide the full information necessary to perform a case investigation or contact tracing.

83. Shortly thereafter, around July 1, the GEO Group stopped communicating directly with Adams County Health Department staff and stopped attending the weekly meeting.

84. Instead, the GEO Group requested that all communication be directed through its lawyers. These communications did not result in the production of any meaningful information.

85. The GEO Group provided no medical information for the detainee with infectious tuberculosis.

86. It provided no information as to how many staff, detainees, and others have been in contact with the detainee with infectious tuberculosis.

87. It provided no information as to whether these staff, detainees, and others have been tested for tuberculosis, tested positive, and offered treatment.

88. It provided no information as to whether and to what extent the facility was performing contact tracing given this staff's interaction with the Colorado public.

Concerned that the GEO Group Failed to Comply with the Adams County Health Department's Public Health Order, CDPHE Initiates its Investigation

89. After the GEO Group failed to respond to Adams' June 25, 2026, Public Health Order, CDPHE became more involved to determine if it could receive the information, whether through the GEO Group or its historically productive-working relationships with federal partners.

90. CDPHE, along with the Adams County Health Department, sought to obtain information from the U.S. Department of Homeland Security ("DHS") and the Centers for Disease Control ("CDC") given this previous productive working relationship.

91. However, this did not result in any meaningful public health coordination. Instead, federal staff simply relayed information they learned second hand from the GEO Group and ICE.

92. CDPHE continued to not have the information necessary to conduct a public health investigation.

Media Reports of Tuberculosis Spreading in the Aurora Facility Confirmed the Need for Information Necessary to Investigate

93. While Colorado public health officials were without knowledge of the scope of tuberculosis within the facility, news reporting suggested broader public safety issues at the Aurora Facility.

94. For example, on July 14, Richard Luscombe with the Guardian published an article titled "Tuberculosis outbreak at Colorado ICE jail sickens at least 12 detainees."⁵

95. The article stated that: "[a]t least 12 people detained at a federal immigration jail in Colorado have contracted tuberculosis in recent days, according to testimony from inside the facility where dozens of others have reportedly been placed in quarantine."

⁵ Richard Luscombe, *Tuberculosis outbreak at Colorado ICE jail sickens at least 12 detainees*, The Guardian (Jul. 14, 2026), <https://www.theguardian.com/us-news/2026/jul/14/tuberculosis-outbreak-colorado-ice-jail> (on file at the Colo. Att'y Gen.'s Off.).

96. On July 17, Seth Klamann with the Denver Post published an article titled “Adams County says ICE resistance has slowed tuberculosis investigation at immigration detention center.”⁶

97. The Denver Post reported: “GEO spokesman Christopher Ferreira referred a request for comment to ICE. In an unsigned statement Monday evening, a representative for the Department of Homeland Security, which oversees ICE, said the Aurora Facility had no confirmed, active cases of TB.”

98. Despite this assertion, the Denver Post reported that an immigration advocate learned on June 24, 2026, from someone who had just visited a detainee in the facility that an inmate had tuberculosis. The Denver Post stated that the advocate believed, based on reports from other detainees, that “there was an outbreak in a housing unit in the facility’s southern annex.”

99. The Denver Post reporting also included statements from an immigration attorney who works with detainees. The attorney stated they were aware of two people who were placed in precautionary quarantine and that one sick patient was also moved from the facility, though it was unclear if that person had tuberculosis.

100. These news reports and conflicting statements from the GEO Group and DHS, coupled with the lack of meaningful information from either the GEO Group or any federal partner, emphasize the importance of allowing state and local public health departments to conduct investigations within their statutory authority.

101. CPDHE therefore requested information from the GEO Group that would allow it to comply with its public safety obligations.

⁶ Seth Klamann, Adams County says ICE resistance has slowed tuberculosis investigation at immigration detention center, The Denver Post (Jul. 17, 2026), https://www.denverpost.com/2026/07/14/tuberculosis-investigation-ice-detention-center-aurora/?trk_msg=T9G8D46HKL0KF13UQQJBCPOCV8&trk_contact=MGETQ6IT244UN3MOUVB8KHSJ38&trk_module=new&trk_sid=JT775522RRS3AD3L2O2O1TNOOO&trk_link=2EGEVRCPTPU24B4J3LDDQ14L1RC&utm_email=B5727529F45154AED2FEB4DCFB&lctg=B5727529F45154AED2FEB4DCFB&active=yesD&utm_source=listrak&utm_medium=Email&utm_term=https%3a%2f%2fwww.denverpost.com%2f2026%2f07%2f14%2ftuberculosis-investigation-ice-detention-center-aurora%2f&utm_campaign=denv-denver+post-afternoon+update-nl&utm_content=automated (on file at the Colo. Att’y Gen.’s Off.).

The GEO Group's Continued Refusal to Provide Information Necessitated that CDPHE Issue a Public Health Order

102. On July 14, 2026, CDPHE issued a letter to Juan Baltazar, the warden of the Aurora Facility, Anhtaun Pham, the health administrator of the facility, and the GEO Group itself. Attached as Exhibit 3.

103. The letter outlined CDPHE's concern that tuberculosis was spreading within the Aurora Facility and the jeopardy that spread posed to the community, CDPHE's public health authority to investigate and control tuberculosis in Colorado, and a list of information CDPHE required to investigate and control the spread of tuberculosis in the Aurora Facility.

104. As discussed above, this letter is standard procedure for CDPHE when a congregate facility does not initially cooperate with local or state public health authorities.

105. The GEO Group responded through counsel on July 16, but it did not provide the requested information or request for access. Instead, it simply stated that ICE controls access to the facility and that records to detainees are property of the United States government. See Email attached as Exhibit 4.

106. On July 17, 2026, the Office of the Governor of Colorado asked Warden Baltazar if he or another representative of the GEO Group would be willing to speak with the Governor that day regarding the situation. See Email Chain attached as Exhibit 5.

107. The GEO Group's legal counsel responded that same day, stating:

GEO operates the Aurora ICE Processing Center on behalf of its client, the Department of Homeland Security. We have informed them of this request and hope to have a response early next week.

Also, we understand that there has recently been some misleading reporting on tuberculosis at the facility. We wanted to make sure that the Governor is aware that DHS and CDC are directly and actively involved, and DHS publicly stated two days ago that the facility has no confirmed cases of tuberculosis.

Id.

108. The Governor's Office acknowledged the response but again asked for someone at the facility to speak with Governor Polis. *Id.*

109. Through counsel, the GEO Group declined. *Id.*

110. That same day, the Governor's Office sent a list of requests for information to the GEO Group related to the spread of tuberculosis within the facility. *Id.*

111. On July 21, counsel for the GEO Group responded, again without providing the requested information. Instead, the GEO Group asserted narrowly that there were "no active cases of tuberculosis" at the facility. The GEO Group also claimed that DHS controlled access to the facility and its records, noting that it had informed DHS of CDPHE's request. But the GEO Group never informed CDPHE that DHS was instructing it to either deny access to the facility—despite CDPHE having previously been granted regular access—or to deny sharing the requested public health information. *Id.*

112. Over the next several weeks, state officials again attempted to gain more information about the potential spread of tuberculosis in the Aurora Facility from federal agency staff. In response, state officials received no meaningful information that would allow CDPHE to conduct its disease control duties.

113. While the GEO Group refused to provide information to CDPHE, news organizations reported that the detainee known to have tuberculosis was later transferred out of Colorado to a detention facility in Texas and may have been subsequently deported out of the country.

114. Even if true, this does not end the public health emergency. If anything, it makes the need to obtain information from the facility even more pressing, because CDPHE's ability to conduct its investigation only becomes harder with the passage of time.

115. Because of the GEO Group's persistent stonewalling, CDPHE has yet to identify the scope of disease and the risk to Colorado's public health.

116. Given the pressing need to protect Coloradans from this deadly disease and after exhausting other avenues to obtain information, CDPHE issued Public Health Order 26-02 on August 13, 2026. PHO attached as Exhibit 6.

117. The order requests that the GEO Group provide categories of information related to individuals with confirmed or suspected active tuberculosis from June 1, 2026 to August 13, 2026 and to those who were determined to be contacts to any individual diagnosed with tuberculosis. The order also requests discharge planning information concerning the individual diagnosed with tuberculosis.

118. This information is critical for CDPHE to conduct its disease control investigation. It will allow CDPHE to identify the scope of tuberculosis within the facility and the risk to Coloradans at large. Without this information, CDPHE will continue to be in the dark as to the scope of tuberculosis within the facility, the risk of spread outside the facility, and how the GEO Group responded within the facility to the confirmed disease.

119. Public Health Order 26-02 provided the GEO Group a deadline of August 17, 2026, to provide the demanded information. The GEO Group did not comply.

120. Instead, on August 17, the GEO Group, through counsel, stated that requests for records should be directed to DHS, that DHS has confirmed that there are no active cases of tuberculosis at the Aurora Facility, that “GEO has engaged in numerous conversations and meetings with the Adams County Health Department and other Colorado officials and has provided information to the State as authorized by DHS,” that “DHS is the appropriate entity to address questions concerning the status of individuals in its custody, including individuals who have been released,” and that DHS and CDC “remain actively involved in the day-to-day management of any necessary disease-prevention and control measures.” Email attached as Exhibit 7. The GEO Group again did not assert a lack of knowledge of the information requested by the Public Health Order or that DHS had instructed the GEO Group not to provide such information.

121. Per the contractual provisions cited above, *see* ¶¶ 63-67, and its independent obligation to comply with Colorado law, the GEO Group has a duty to comply with CDPHE’s Public Health Order, reflected in its contract with DHS and provided by the PBNDS. *See* Exhibit 1.

First Claim for Relief

(Violation of Public Health Order 26-02 pursuant to C.R.S. § 25-1-114 and Request for Injunctive Relief pursuant to C.R.C.P. 65(b))

122. It is unlawful for a person to willfully violate, disobey, or disregard the provisions of the public health laws or the terms of any lawful notice, order, standard, rule, or regulation issued pursuant thereto. C.R.S. § 25-1-114(1)(a).

123. The GEO Group violated CDPHE’s lawful public health order by not allowing public health officials to conduct an investigation of the confirmed tuberculosis case within the facility. C.R.S. § 25-4-506.

124. The GEO Group violated CDPHE's lawful public health order by not providing any of the requested medical information to public health officers necessary to conduct an investigation of the confirmed tuberculosis case within the facility. C.R.S. §§ 25-4-506; 508.

125. CDPHE is authorized and required to bring this action to enforce the public health order and to protect the public health from tuberculosis. C.R.S. §§ 25-1-114; 25-4-102(1)(a)(I); 25-4-506; 25-4-508.

126. CDPHE is entitled to preliminary injunctive relief because:

- a. CDPHE is likely to succeed on the merits because the GEO Group unequivocally violated a lawfully issued public health order pursuant to C.R.S. §§ 25-1-114; 25-4-506; and 25-1-102(1)(a)(I);
- b. There is danger of real, immediate, and irreparable injury because public health officials' inability to perform a case investigation of the identified tuberculosis case within the facility presents a real risk of tuberculosis spread to detainees, staff, and the public outside the facility;
- c. There is no plain, speedy, and adequate remedy available to enjoin the GEO Group from withholding access to public health officials to perform these necessary public health functions;
- d. An injunction is not contrary to the public interest because there is a strong public interest in protecting Colorado's public health from the spread of a contagious and deadly communicable disease;
- e. The balance of the equities heavily favors an injunction due to the public health risks at issue, but also because Colorado's public health officials do not, in any way, intend to impede the GEO Group's operations of the facility, particularly as to the facilitating of immigration-related services. Rather, an injunction would simply allow these officials to perform the same case investigation they have historically performed at the Aurora Facility; and
- f. An injunction would preserve the status quo pending a trial on the merits because without an injunction, and by the time a trial takes place, staff who came into contact with the infectious detainee may no longer be employed at the facility or may have forgotten who they were in contact with, making contact tracing with these individuals near impossible, the infected individual may have been transferred to a different facility or deported out of the country, which may have already happened, again

making contact tracing near impossible, and worst of all, the irreparable harm may have already occurred, in that tuberculosis from the facility may have already spread to Coloradans at large, again making public health efforts too late and ineffective.

127. CDPHE is also entitled to permanent injunctive relief upon its showing of actual success on the merits, and because irreparable harm will result unless the injunction is issued, the threatened injury outweighs the harm that the injunction may cause to the opposing party, and the injunction, if issued, will not adversely affect the public interest.

WHEREFORE, the Colorado Department of Public Health and Environment requests judgment in its favor for the relief requested herein, including the issuance of injunctive relief as requested; an award of reasonable costs; and for such other and further orders and relief as the Court deems just.

Dated this 19th day of August, 2026.

PHILIP J. WEISER
Attorney General

/s/ Ryan K. Lorch

RYAN K. LORCH, 51450*
Senior Assistant Attorney General
Health Care Unit
State Services Section
NORA PASSAMANECK, 49362*
Senior Assistant Attorney General
Attorneys for Colorado Department of Public
Health and Environment
*Counsel of Record

Plaintiff's Address:
4300 Cherry Creek Drive South, Denver, CO 80246

VERIFICATION

The undersigned, a duly authorized representative of the Colorado Department of Public Health and Environment, being personally familiar with the matters recited in this Complaint, hereby swear and affirm under penalty of perjury that the facts stated herein are true and correct to the best of my knowledge, information, and belief.

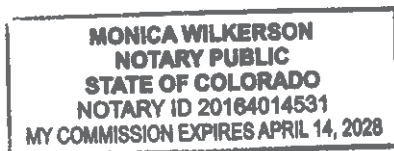
Colorado Department of Public Health and
Environment



By: Rachel Herlihy, M.D.

Title: Colorado State Epidemiologist

Subscribed and affirmed, or sworn to before me, in the County of Arapahoe,
State of Colorado, this 19th day of August, 2026.



NOTARY PUBLIC

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SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING			PAGE OF PAGES 1 211					
2. CONTRACT NUMBER 70CDCR22D00000001			3. SOLICITATION NUMBER 70CDCR21R00000002			4. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☐ NEGOTIATED (RFP)			5. DATE ISSUED 06/10/2021			6. REQUISITION/PURCHASE NUMBER		
7. ISSUED BY CODE 70CDCR			8. ADDRESS OFFER TO (If other than Item 7)											
DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM 900 WASHINGTON DC 20536														
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".														
SOLICITATION														
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)														
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.														
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (NO COLLECT CALLS)						C. E-MAIL ADDRESS				
		[REDACTED]		AREA CODE 202		NUMBER 732-[REDACTED]		EXT.		[REDACTED]@ice.dhs.gov				
11. TABLE OF CONTENTS														
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OFFER (Must be fully completed by offeror)														
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.														
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.														
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)						
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE						
15A. NAME AND ADDRESS OF OFFEROR		CODE 6127064650000		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) [REDACTED], Executive Vice President								
GEO GROUP INC THE ATTN [REDACTED] 4955 TECHNOLOGY WAY BOCA RATON FL 334313367														
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS		17. S		18. OFFER DATE								
AREA CODE	NUMBER	EXT.	☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		[REDACTED]		10/15/21							
AWARD (To be completed by government)														
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION See schedule										
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COM ☐ 10 U.S.C. 2304 (c) () ☐ 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM										
24. ADMINISTERED BY (If other than Item 7) See Schedule G		CODE ICE/DCR		25. PAYMENT WILL BE MADE BY See Schedule G		CODE ICE-ERO/FOD-FDN								
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA		28. AWARD DATE										
[REDACTED]		[REDACTED]		Digitally signed by [REDACTED] Date: 2021.10.15 18:43:22 -04'00'										
				(Signature of Contracting Officer)										

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
 AUTHORIZED FOR LOCAL REPRODUCTION
 Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
 Prescribed by GSA - FAR (48 CFR) 53.214(c)

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GEO GROUP INC THE

)!\$0 ,%Ä (A)	'/##()\$F '\$. \)*\$' (B)	E/+,!)!" (C)	/,)! (D)	/,)! #.)*\$ (E)	+0%/,! (F)
	DUNS Number: 612706465 Contracting Officer's Representative: [REDACTED] [REDACTED]@ice.dhs.gov Alternate COR: [REDACTED], [REDACTED]@ice.dhs.gov Contracting Officer: [REDACTED], [REDACTED]@ice.dhs.gov --- This is a hybrid firm, fixed price (FFP) and labor hour (LH) Indefinite Delivery / Indefinite Quantity (IDIQ) contract to provide immigration detention, transportation, security and medical services for the ICE Enforcement and Removal Operations (ERO) Denver Area of Responsibility at the Denver (Aurora) Contract Detention Facility (main and annex) and the Cheyenne Mountain Center in Colorado. The contractor shall provide all services in accordance with Section C, Performance Work Statement. All services shall be furnished in compliance with the following regulations/policies/standards: - 2011 Performance Based National Detention Standards (PBNDS 2011) with 2016 revisions. - Prison Rape Elimination Act (PREA) - American Correctional Association (ACA) Standards All IDIQ terms and conditions apply to any task orders placed against the contract. All changes to this contract must be approved in writing and signed by a warranted ICE Contracting Officer. Any work conducted outside the scope of the terms of this contract will be at the contractor's own risk. The applicable Department of Labor Wage Determinations will be updated on an annual basis. If a Wage Determination or Collective Bargaining Agreement (CBA) incorporation results in an increase to employee wages, the contractor must submit a request for equitable adjustment and provide sufficient documentation to the Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Contracting Officer's satisfaction in accordance with FAR 52.222-41. All ordering under this IDIQ and funding for such orders will be provided at the task order level in accordance with the limitations specified in Section I, FAR 52.216-19. No funding is obligated under this contract. Pursuant to FAR 52.216-22(b), the minimum amount of services the Government shall order under this IDIQ contract is [REDACTED] --- Period of Performance: 10/16/2021 to 10/15/2026				
0001	DETENTION SERVICES - Denver (AURORA) CDF FOR MAIN FACILITY, ANNEX, AND CONTINGENCY/SURGE AT CHEYENNE MOUNTAIN CENTER (CMC) ORDERING PERIOD: 10/16/2021-10/15/2022 Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0001A	Facility Operations Monthly Rate: [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0001B	TIER I - [REDACTED] Bed Day Rate: [REDACTED]/EA Ordering/Pricing Period: 10/16/2021-10/15/2022 Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0001C	TIER II - [REDACTED] Beds Bed Day Rate: [REDACTED]/EA Ordering/Pricing Period: 10/16/2021-10/15/2022 Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001D	TIER III - [REDACTED] Beds Bed Day Rate: [REDACTED] /EA Ordering/Pricing Period: 10/16/2021-10/15/2022 Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0001E	OPTIONAL - CONTINGENCY - Cheyenne Mountain Monthly Facility Operations Transition Period of 2 months - to be activated at the Government's direction Ordering Period: 10/16/2021-10/15/2022 Amount: [REDACTED] (Option Line Item) 10/15/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0001F	OPTIONAL - CONTINGENCY - Cheyenne Mountain Monthly Facility Operations Surge to be activated/de-activated at the Government's direction Ordering/Pricing Period: 10/16/2021-10/15/2022 Amount: [REDACTED] (Option Line Item) 10/15/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0001G	OPTIONAL - CONTINGENCY - Cheyenne Mountain Surge Beds Bed Day Rate (Per Occupied Bed [REDACTED]): [REDACTED] EA Ordering/Pricing Period: 10/16/2021-10/15/2022 Amount: [REDACTED] (Option Line Item) 10/15/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0002A	Transportation Services - Denver (Aurora) Facility Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				

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GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002B	OPTIONAL - CONTINGENCY - Transportation Services at Cheyenne Mountain Center Activated at the Government's direction Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	[REDACTED]			
0002C	Direct Fuel Pass-Thru Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0002D	OPTIONAL - Direct Fuel Pass-Thru - Cheyenne Mountain To be activated/de-activated at the Government's direction Amount: [REDACTED] (Option Line Item) 10/15/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	[REDACTED]			
0003A	Stationary Guard and Medical Escort Officers Services for Denver (Aurora) Facility Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0003B	OPTIONAL - CONTINGENCY - Stationary Guard and Medical Escort Officers Services for Cheyenne Mountain To be activated at the Government's direction Labor Hour Rate: [REDACTED] for TBD hours Amount: [REDACTED] (Option Line Item) 10/15/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	[REDACTED]			
0004A	Detainee Volunteer Work Stipend Obligated Amount: [REDACTED]				
	Continued ...	[REDACTED]			

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)!\$0 ,%Ä (A)	'/##()\$F '\$. \)*\$' (B)	E/+,!)!" (C)	/,)! (D)	/,)! #.)*\$ (E)	+0%/,! (F)
0004B	OPTIONAL - CONTINGENCY - Detainee Volunteer Work Stipend at Cheyenne Mountain Facility To be activated at the Government's direction Amount: [REDACTED] (Option Line Item) 10/15/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0005A	Medical Services Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0005B	Comprehensive Mental Health Group Programming Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0006A	OPTIONAL - Detention Modernization - Softening of the Environment Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0006B	OPTIONAL - Detention Modernization - Technology Expansion for Resident Use Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0006C	OPTIONAL - Detention Modernization - Electrical Upgrades Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0006D	OPTIONAL - Detention Modernization - Enhanced Health Services Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006E	OPTIONAL - Detention Modernization - Technology Expansion for Resident Use (Recurring Expenses) Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
0006F	OPTIONAL - Detention Modernization - Enhanced Health Services (Recurring Expenses) Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
1001	DETENTION SERVICES - Denver (AURORA) CDF FOR MAIN FACILITY, ANNEX, AND CONTINGENCY/SURGE AT CHEYENNE MOUNTAIN CENTER (CMC) ORDERING PERIOD: 10/16/2022-10/15/2023 Amount: [REDACTED] (Option Line Item) 10/16/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
1001A	Facility Operations Monthly Rate: [REDACTED] Amount: [REDACTED] (Option Line Item) 10/16/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
1001B	TIER I - [REDACTED] Beds Bed Day Rate: [REDACTED] /EA Ordering/Pricing Period: 10/16/2022-10/15/2023 Amount: [REDACTED] (Option Line Item) 10/16/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
1001C	TIER II - [REDACTED] Beds Bed Day Rate: [REDACTED] /EA Ordering/Pricing Period: 10/16/2022-10/15/2023 Amount: [REDACTED] (Option Line Item) 10/16/2022 Product/Service Code: S206 Continued ...				[REDACTED]

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: HOUSEKEEPING- GUARD				
1001D	TIER III - [REDACTED] Beds Bed Day Rate: [REDACTED] /EA Amount: [REDACTED] (Option Line Item) 10/16/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
1001E	OPTIONAL - CONTINGENCY - Cheyenne Mountain Monthly Facility Operations Surge to be activated/de-activated at the Government's direction Ordering/Pricing Period: 10/16/2022-10/15/2023 Amount: [REDACTED] (Option Line Item) 10/15/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
1001F	OPTIONAL - CONTINGENCY - Cheyenne Mountain Surge Beds Bed Day Rate (Per Occupied Bed [REDACTED]): [REDACTED] /EA Ordering/Pricing Period: 10/16/2022-10/15/2023 Amount: [REDACTED] (Option Line Item) 10/15/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
1002A	Transportation Services for Denver (Aurora) Facility Amount: [REDACTED] (Option Line Item) 10/16/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
1002B	OPTIONAL - CONTINGENCY - Transportation Services for Cheyenne Mountain Amount: [REDACTED] (Option Line Item) 10/15/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002C	Direct Fuel Pass-Thru NTE [REDACTED] Amount: [REDACTED] (Option Line Item) 10/16/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
1002D	OPTIONAL - CONTINGENCY - Direct Fuel Pass-Thru - Cheyenne Mountain (TBD) To be activated at the Government's direction. Amount: [REDACTED] (Option Line Item) 10/15/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
1003A	Stationary Guard and Medical Escort Officer Services Hourly Rate: [REDACTED] /HR Amount: [REDACTED] (Option Line Item) 10/16/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1003B	OPTIONAL - CONTINGENCY - Stationary Guard and Medical Escort Officers Services for Cheyenne Mountain To be activated at the Government's direction Labor Hour Rate: [REDACTED] for TBD hours Amount: [REDACTED] (Option Line Item) 10/15/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1004A	Detainee Volunteer Work Stipend Amount: [REDACTED] (Option Line Item) 10/16/2022	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1004B	OPTIONAL - CONTINGENCY - Detainee Volunteer Work Stipend at Cheyenne Mountain Facility To be activated at the Government's direction Amount: [REDACTED] (Option Line Item) 10/15/2023 Product/Service Code: S206 Continued ...	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: HOUSEKEEPING- GUARD				
1005A	Medical Services Amount: [REDACTED] (Option Line Item) 10/16/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
1005B	Comprehensive Mental Health Group Programming Amount: [REDACTED] (Option Line Item) 10/16/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
1006A	OPTIONAL - Detention Modernization - Technology Expansion for Resident Use (Recurring Expenses) Amount: [REDACTED] (Option Line Item) 10/16/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
1006B	OPTIONAL - Detention Modernization - Enhanced Health Services (Recurring Expenses) Amount: [REDACTED] (Option Line Item) 10/16/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2001	DETENTION SERVICES - Denver (AURORA) CDF FOR MAIN FACILITY, ANNEX, AND CONTINGENCY/SURGE AT CHEYENNE MOUNTAIN CENTER (CMC) ORDERING PERIOD: 10/16/2023-10/15/2024 Amount: [REDACTED] (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2001A	Facility Operations Monthly Rate: [REDACTED] Amount: [REDACTED] (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001B	TIER I - [REDACTED] Beds Bed Day Rate: [REDACTED] /EA Ordering/Pricing Period: 10/16/2023-10/15/2024 (Leap Year volume of 366 days) Amount: [REDACTED] (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2001C	TIER II - [REDACTED] Beds Bed Day Rate: [REDACTED] /EA Ordering/Pricing Period: 10/16/2023-10/15/2024 (Leap Year volume of 366 days) Amount: [REDACTED] (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2001D	TIER III - [REDACTED] Beds Bed Day Rate: [REDACTED] Ordering/Pricing Period: 10/16/2023-10/15/2024 (Leap Year volume of 366 days) Amount: [REDACTED] (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2001E	OPTIONAL - CONTINGENCY - Cheyenne Mountain Monthly Facility Operations Surge to be activated/de-activated at the Government's direction Ordering/Pricing Period: 10/16/2023-10/15/2024 Amount: [REDACTED] (Option Line Item) 10/15/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2001F	OPTIONAL - CONTINGENCY - Cheyenne Mountain Surge Beds Bed Day Rate (Per Occupied Bed [REDACTED] : \$ [REDACTED] /EA Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Ordering/Pricing Period: 10/16/2023-10/15/2024 (Leap Year volume of 366 days) Amount: [REDACTED] (Option Line Item) 10/15/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2002A	Transportation Services for Denver (Aurora) Facility Amount: [REDACTED] (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2002B	OPTIONAL - CONTINGENCY - Transportation Services for Cheyenne Mountain To be activated at the Government's direction Ordering/Pricing Period: 10/16/2023-10/15/2024 Amount: [REDACTED] (Option Line Item) 10/15/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2002C	Direct Fuel Pass-Thru Amount: [REDACTED] (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2002D	OPTIONAL - CONTINGENCY - Direct Fuel Pass-Thru - Cheyenne Mountain (TBD) To be activated at the Government's direction. Amount: [REDACTED] (Option Line Item) 10/15/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2003A	Stationary Guard and Medical Escort Officer Services Hourly Rate: [REDACTED] /HR Amount: [REDACTED] (Option Line Item) 10/16/2023 Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2003B	OPTIONAL - CONTINGENCY - Stationary Guard and Medical Escort Officers Services for Cheyenne Mountain To be activated at the Government's direction Labor Hour Rate: [REDACTED] for TBD hours Amount: [REDACTED] (Option Line Item) 10/15/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2004A	Detainee Volunteer Work Stipend Amount: [REDACTED] (Option Line Item) 10/16/2023				
2004B	OPTIONAL - CONTINGENCY - Detainee Volunteer Work Stipend at Cheyenne Mountain Facility To be activated at the Government's direction Amount: [REDACTED] (Option Line Item) 10/15/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2005A	Medical Services Amount: [REDACTED] (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2005B	Comprehensive Mental Health Group Programming Amount: [REDACTED] (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2006A	OPTIONAL - Detention Modernization - Technology Expansion for Resident Use (Recurring Expenses) Amount: [REDACTED] (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2006B	OPTIONAL - Detention Modernization - Enhanced Health Services in Housing Areas (Recurring Expenses) Amount: [REDACTED] (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
3001	DETENTION SERVICES - Denver (AURORA) CDF FOR MAIN FACILITY, ANNEX, AND CONTINGENCY/SURGE AT CHEYENNE MOUNTAIN CENTER (CMC) ORDERING PERIOD: 10/16/2024-10/15/2025 Amount: [REDACTED] (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
3001A	Facilities Operations Monthly Rate: [REDACTED] Ordering/Pricing Period: 10/16/2024-10/15/2025 Amount: [REDACTED] (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
3001B	TIER I - [REDACTED] Beds Bed Day Rate: [REDACTED] /EA Ordering/Pricing Period: 10/16/2024-10/15/2025 Amount: [REDACTED] (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
3001C	TIER II - [REDACTED] Beds Bed Day Rate: [REDACTED] /EA Ordering/Pricing Period: 10/16/2024-10/15/2025 Amount: [REDACTED] (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3001D	TIER III - [REDACTED] Beds Bed Day Rate: [REDACTED] Ordering/Pricing Period: 10/16/2024-10/15/2025 Amount: [REDACTED] (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
3001E	OPTIONAL - CONTINGENCY - Cheyenne Mountain Monthly Facility Operations Surge to be activated/de-activated at the Government's direction Ordering/Pricing Period: 10/16/2024-10/15/2025 Amount: [REDACTED] (Option Line Item) 10/15/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
3001F	OPTIONAL - CONTINGENCY - Cheyenne Mountain Surge Beds Bed Day Rate (Per Occupied Bed [REDACTED]): [REDACTED]/EA Ordering/Pricing Period: 10/16/2024-10/15/2025 Amount: [REDACTED] (Option Line Item) 10/15/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
3002A	Transportation Services Amount: [REDACTED] (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
3002B	OPTIONAL - CONTINGENCY - Transportation Services for Cheyenne Mountain To be activated at the Government's direction Ordering/Pricing Period: 10/16/2024-10/15/2025 Amount: [REDACTED] (Option Line Item) 10/15/2025 Product/Service Code: S206 Continued ...				

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GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3002C	Product/Service Description: HOUSEKEEPING- GUARD Direct Fuel Pass-Thru Amount: [REDACTED] (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
3002D	OPTIONAL - CONTINGENCY - Direct Fuel Pass-Thru - Cheyenne Mountain (TBD) To be activated at the Government's direction. Amount: [REDACTED] (Option Line Item) 10/15/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
3003A	Stationary Guard and Medical Escort Officer Services Hourly Rate: [REDACTED] /HR Amount: [REDACTED] (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
3003B	OPTIONAL - CONTINGENCY - Stationary Guard and Medical Escort Officers Services for Cheyenne Mountain To be activated at the Government's direction Labor Hour Rate: [REDACTED] for TBD hours Amount: [REDACTED] (Option Line Item) 10/15/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
3004A	Detainee Volunteer Work Stipend Amount: [REDACTED] (Option Line Item) 10/16/2024				[REDACTED]
3004B	OPTIONAL - CONTINGENCY - Detainee Volunteer Work Stipend at Cheyenne Mountain Facility To be activated at the Government's direction Amount: [REDACTED] (Option Line Item) 10/15/2025 Continued ...				[REDACTED]

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GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
3005A	Medical Services Amount: [REDACTED] (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
3005B	Comprehensive Mental Health Group Programming Amount: [REDACTED] (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
3006A	OPTIONAL - Detention Modernization - Technology Expansion for Resident Use (Recurring Expenses) Amount: [REDACTED] (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
3006B	OPTIONAL - Detention Modernization - Enhanced Health Services (Recurring Expenses) Amount: [REDACTED] (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4001	DETENTION SERVICES - Denver (AURORA) CDF FOR MAIN FACILITY, ANNEX, AND CONTINGENCY/SURGE AT CHEYENNE MOUNTAIN CENTER (CMC) ORDERING PERIOD: 10/16/2025-10/15/2026 Amount: [REDACTED] (Option Line Item) 10/16/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4001A	Facility Operations Monthly Rate: [REDACTED] Amount: [REDACTED] (Option Line Item) 10/16/2025 Product/Service Code: S206 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: HOUSEKEEPING- GUARD				
4001B	TIER I - [REDACTED] Beds Bed Day Rate: [REDACTED] /EA Ordering/Pricing Period: 10/16/2025-10/15/2026 Amount: [REDACTED] (Option Line Item) 10/16/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4001C	TIER II - [REDACTED] Beds Bed Day Rate: [REDACTED] EA Ordering/Pricing Period: 10/16/2025-10/15/2026 Amount: [REDACTED] (Option Line Item) 10/16/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4001D	TIER III - [REDACTED] Beds Bed Day Rate: [REDACTED] /EA Ordering/Pricing Period: 10/16/2025-10/15/2026 Amount: [REDACTED] (Option Line Item) 10/16/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4001E	OPTIONAL - CONTINGENCY - Cheyenne Mountain Monthly Facility Operations Surge to be activated/de-activated at the Government's direction Ordering/Pricing Period: 10/16/2025-10/15/2026 Amount: [REDACTED] (Option Line Item) 10/15/2026 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4001F	OPTIONAL - CONTINGENCY - Cheyenne Mountain Surge Beds Bed Day Rate (Per Occupied Bed [REDACTED]): [REDACTED] EA Ordering/Pricing Period: 10/16/2025-10/15/2026 Continued ...				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: [REDACTED] (Option Line Item) 10/15/2026 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4002A	Transportation Services for Denver (Aurora) Facility Amount: [REDACTED] (Option Line Item) 10/16/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4002B	OPTIONAL - CONTINGENCY - Transportation Services for Cheyenne Mountain To be activated at the Government's direction Ordering/Pricing Period: 10/16/2025-10/15/2026 Amount: [REDACTED] (Option Line Item) 10/15/2026 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4002C	Direct Fuel Pass-Thru Amount: [REDACTED] (Option Line Item) 10/16/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4002D	OPTIONAL - CONTINGENCY - Direct Fuel Pass-Thru - Cheyenne Mountain (TBD) To be activated at the Government's direction Amount: [REDACTED] (Option Line Item) 10/15/2026 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4003A	Stationary Guard and Medical Escort Officer Services Labor Rate: [REDACTED] /HR Amount: [REDACTED] (Option Line Item) 10/16/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4003B	OPTIONAL - CONTINGENCY - Stationary Guard and Medical Escort Officers Services for Cheyenne Mountain To be activated at the Government's direction Labor Hour Rate: [REDACTED] for TBD hours Amount: [REDACTED] (Option Line Item) 10/15/2026 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4004A	Detainee Volunteer Work Stipend Amount: [REDACTED] (Option Line Item) 10/16/2025				
4004B	OPTIONAL - CONTINGENCY - Detainee Volunteer Work Stipend at Cheyenne Mountain Facility To be activated at the Government's direction Amount: [REDACTED] (Option Line Item) 10/15/2026 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4005A	Medical Services Amount: [REDACTED] (Option Line Item) 10/16/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4005B	Comprehensive Mental Health Group Programming Amount: [REDACTED] (Option Line Item) 10/15/2026 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4006A	OPTIONAL - Detention Modernization - Technology Expansion for Resident Use (Recurring Expenses) Amount: [REDACTED] (Option Line Item) 10/16/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4006B	OPTIONAL - Detention Modernization - Enhanced Health Services (Recurring Expenses) Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: [REDACTED] (Option Line Item) 10/16/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD The total amount of award: [REDACTED]. The obligation for this award is shown in box 20.				

Contract No.: 70CDCR22D000000001

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



Section C
Performance Work Statement
Detention Services
(Denver AOR)

October 15, 2021

Contract No.: 70CDCR22D00000001

I. EXPLANATION OF TERMS/ACRONYMS

1. ADMINISTRATIVE SEGREGATION: A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, staff, or other detainees or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are in route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons.
2. ADULT LOCAL DETENTION FACILITY (ALDF): A facility which detains persons over the age of 18.
3. ALIEN: Any person who is not a citizen or national of the United States.
4. AMERICAN CORRECTIONAL ASSOCIATION (ACA): The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.
5. BED-DAY: The total billable cost to the Government to maintain and house one detainee for one day. Bed-day means a detainee that is referred to a Contractor for detention. The bed days are calculated by subtracting the date booked into custody from the date released from custody. The Contractor may charge for day of arrival, but not day of departure.
6. BED-DAY RATE: The rate charged for each individual detainee per day. Bed-day rate is an all-inclusive burdened rate including direct costs, indirect costs, overhead, and profit necessary to provide the detention, and food service requirements as described in the SOW.
7. BOOKING: A procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property. The Contractor may be responsible for booking the detainee into ICE systems upon receiving the detainee.
8. BUREAU OF PRISONS (BOP): The U.S. Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.
9. CATEGORICAL EXCLUSION (CATEX): Activities that do not need to undergo detailed environmental analysis in an Environmental Assessment (EA) or Environmental Impact Statement (EIS) because the activities have been determined to normally not have the potential, individually or cumulatively, to have a significant effect on the human environment.
10. CLASSIFICATION: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level, and existing resources of the facility.
11. CONTRABAND: Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:
 - a) Hard Contraband: Any item that is inherently dangerous as a weapon or tool of violence, e.g., knife, explosives, "zipgun," brass knuckles. Because hard contraband presents an

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immediate physical threat in or to the facility, a detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.

- b) Soft Contraband: Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual's safety. None-the-less, soft contraband has the potential to create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.
12. CONTRACTING OFFICER (CO): An employee of the Government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
 13. CONTRACTING OFFICER'S REPRESENTATIVE (COR): Employees of the Government responsible for monitoring all technical aspects and assisting in administering the contract.
 14. CONTRACTOR: The entity, which provides the services, described in this Statement of Work.
 15. CONTRACTOR EMPLOYEE: An employee of a private Contractor hired to perform a variety of detailed services under this contract.
 16. CONTROL ROOM: Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.
 17. CREDENTIALS: Document providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.
 18. DEPARTMENT OF HOMELAND SECURITY (DHS): A department of the United States Government, which includes U.S. Immigration and Customs Enforcement (ICE).
 19. DEPARTMENT OF JUSTICE (DOJ): A department of the United States Government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).
 20. DESIGNATED SERVICE OFFICIAL: An employee of U.S. Immigration and Customs Enforcement designated in writing by the ICE Field Office Director (FOD) to represent ICE on matters pertaining to the operation of the facility.
 21. DETAINEE: Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.
 22. DETAINEE RECORDS: Information concerning the individual's personal, criminal, and medical history, behavior, and activities while in custody, including, but not limited to:
 - a) Detainee, Personal Property
 - b) Receipts, Visitors List, Photographs
 - c) Fingerprints, Disciplinary Infractions
 - d) Actions Taken, Grievance Reports, Medical
 - e) Records, Work Assignments, Program Participation
 - f) Miscellaneous Correspondence, etc.

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23. DETENTION OFFICERS: Contractor's uniformed staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.
24. DETENTION STANDARDS COMPLIANCE UNIT (DSCU): The purpose of the DSCU is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.
25. DIRECT SUPERVISION: A method of detainee management that ensures continuing direct contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.
26. DIRECTIVE: A document issued by the U.S. Government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegates' authority, and/or assigns responsibilities.
27. DISCIPLINARY SEGREGATION: A unit housing detainees who commit serious rule violations.
28. EMERGENCY: Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical exigency, natural disaster, or other serious incident.
29. EMERGENCY CARE: Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.
30. ENFORCEMENT AND REMOVAL OPERATIONS (ERO): A division within ICE, whose mission is the planning, management, and direction of broad programs relating to the supervision, detention, and removal of detainees who are in the United States illegally.
31. ENTRY ON DUTY (EOD): The first day the employee begins performance at a designated duty station on this contract.
32. ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE): This document initiates the analysis and evaluation of environmental effects of proposed actions and contemplates alternative proposals. This document is the basis for deciding whether an Environmental Assessment is required.
33. ENVIRONMENTAL ASSESSMENT (EA): A concise public document for which a Federal agency is responsible that serves to: briefly provide sufficient evidence and analysis for determining whether to prepare an EIS or a Finding of No Significant Impact (FONSI), aid an agency's compliance with the National Environmental Policy Act (NEPA) when no EIS is necessary, and facilitate preparation of an EIS when one is necessary.
34. ENVIRONMENTAL IMPACT EVALUATION: The process of determining the level of significance of a potential impact on the human environment. It includes all necessary studies, consultation, and public involvement needed to analyze the potential for environmental impact of a proposed action, assign a value to the level of impact (e.g., minor, moderate, or major), consider mitigation, and determine the level of significance; whether significant or not. An environmental impact evaluation results in either the application of a CATEX, documentation in the form of an EA and FONSI or a final EIS and ROD.

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35. ENVIRONMENTAL IMPACT STATEMENT (EIS): A detailed written statement as required by section 102(2)(C) of the NEPA. It is a comprehensive document that provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, and which of those would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.
36. EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR): An agency of DOJ. The primary mission of the Executive Office for Immigration Review (EOIR) is to adjudicate immigration cases by fairly, expeditiously, and uniformly interpreting and administering the Nation's immigration laws. Under delegated authority from the Attorney General, EOIR conducts immigration court proceedings, appellate reviews, and administrative hearings.
37. FACILITY: The physical plant and grounds in which the Contractor's services are operated.
38. FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., jail administrator, Warden, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the contracted detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.
39. FINDING OF NO SIGNIFICANT IMPACT (FONSI): A document by a Federal agency briefly presenting the reasons why an action, not otherwise excluded, will not have a significant effect on the human environment, and for which an EIS therefore will not be prepared.
40. FIRST AID: Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.
41. FLIGHT OPERATIONS UNIT (FOU): The FOU is the principal mass air transportation and manages government and contract flights.
42. GOVERNMENT: Refers to the United States Government.
43. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
44. HEALTH AUTHORITY: The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.
45. HEALTH CARE: The action taken, preventive and therapeutic. To provide for the physical and mental well-being of the detainee population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.
46. HEALTH CARE PERSONNEL: Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.
47. HEALTH UNIT (HU): The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.
48. ICE HEALTH SERVICES CORP (IHSC): The ICE Health Service Corps serves as the medical authority for ICE on a wide range of medical issues, including the agency's comprehensive detainee health care program.

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49. IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.
50. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): A law enforcement agency within the U.S. Department of Homeland Security.
51. INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer misconduct, any detainee rule infraction, etc.
52. JUVENILE DETAINEE: Any detainee under the age of eighteen (18) years.
53. KEY PERSONNEL: Any one of the following positions employed by the Contractor; Warden or Facility Director, Assistant Warden or Assistant Facility Director, Supervisory Detention Officer, Training Officers, Quality Assurance Manager, Corporate Security Officer.
54. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
55. LOG BOOK: The official record of post operations and inspections.
56. MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; and copies of standing or direct medical orders from the physician to the facility staff.
57. MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly arrived detainees who could pose a health or safety threat to themselves or others.
58. MILEAGE RATE: A fully burdened rate inclusive of the mileage rate in accordance with General Service Administration Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs.
59. NON-CONTACT VISITATION: Visitation that restricts detainees from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.
60. NON-DEADLY FORCE: The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.
61. NOTICE TO PROCEED (NTP): Written notification from the Government to the Contractor stating the date that the Contractor may begin work, subject to the conditions of the contract.
62. OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU): The ICE office which implements a component-wide personnel security program.
63. ON CALL/REMOTE CUSTODY OFFICER POST: Posts operated as requested by the COR, or other ICE officials designated by COR, and including, but not limited to, escorting and custody of detainees for hearings, ICE interviews, medical watches, and any other location requested by the COR.
64. PAT DOWN SEARCH: A quick patting of the detainee's outer clothing to determine the presence of contraband.
65. PHASE I ENVIRONMENTAL SITE ASSESSMENT (PHASE I ESA): An evaluation and report prepared to identify potential or existing environmental contamination liabilities

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associated with real property. Phase I ESAs must be carried out in accordance with the standard promulgated in ASTM 1527-13.

66. POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.
67. POST ORDERS: Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.
68. PREVENTIVE MAINTENANCE: A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.
69. PROCEDURE: The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.
70. PROJECT MANAGER: Contractor employee responsible for on-site supervision of all Contractor employees, with the authority to act on behalf of the Contractor. The Project Manager cannot simultaneously serve in the role of manager and Detention Officer or Supervisory Detention Officer.
71. PROPERTY: Refers to personal belongings of a detainee.
72. PROPOSAL: The written plan submitted by the Contractor for consideration by ICE in response to the Request for Proposal (RFP).
73. QUALIFIED HEALTH PROFESSIONAL: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement, or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
74. QUALITY ASSURANCE: The actions taken by the Government to assure requirements of the Statement of Work (SOW) are met.
75. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A Government-produced document that is based on the premise that the Contractor, and not the Government, is responsible for the day-to-day operation of the facility and all the management and quality control actions required to meet the terms of the contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The QASP (Section J, Attachment 14) validates that the Contractor is complying with ERO-mandated quality standards in operating, maintaining, and repairing detention facilities.
76. QUALITY CONTROL (QC): The Contractor's inspection system which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.
77. QUALITY CONTROL PLAN (QCP): A Contractor-produced document that addresses critical operational performance standards for services provided.
78. RECORD OF DECISION (ROD): A document that explains an agency's decision, describes the alternative the agency considered, and discusses the agency's plans for mitigation and monitoring, if necessary.
79. RELIEF FACTOR: Indicates how many persons it takes to fill a single job position for a single shift, taking into account vacation, sick leave, training days, and other types of leave.

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80. RESPONSIBLE PHYSICIAN: A person under the contract (or a subcontractor to the prime Contractor) licensed to practice medicine, plan for, and provide health care services to the detainee population of the facility.
81. RESTRAINT EQUIPMENT: This includes but is not limited to handcuffs, belly chains, leg irons, straitjackets, flexi cuffs, soft (leather) cuffs, and leg weights.
82. SAFETY EQUIPMENT: This includes but is not limited to firefighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms.
83. SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit helps to ensure that there shall be no breach in the perimeter or interior security of the facility.
84. SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls, and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
85. SECURITY PERIMETER: The outer portions of a facility, which provide for secure confinement of detainees.
86. SECURITY RISK – HIGH, MEDIUM, LOW:
 - High Risk Level** – (Level 3) Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity. These detainees may not be co-mingled with low-risk detainees.
 - Medium High-Risk Level** – (Level 2) Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior. These detainees have a history of violent or assaultive charges, convictions, institutional misconduct, or those with gang affiliation.
 - Medium Low Risk Level** – (1.5) Detainees with no history of violent or assaultive charges or convictions, no institutional misconduct, and no gang affiliation.
 - Low Risk Level** – (Level 1) Detainees exhibit no behavioral problems and have no history of violent criminal behavior. This level may not include any detainee with a felony conviction that included an act of physical violence. Low risk level detainees may not be co-mingled with high custody detainees.
87. SENSITIVE INFORMATION: Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Detainee records are considered sensitive information.
88. SIGNIFICANT EVENT NOTIFICATION REPORT (SEN): A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms, hospitalization, suicide attempt, disease outbreak).
89. SPECIAL MANAGEMENT UNIT (SMU): A housing unit for detainees in administrative or disciplinary segregation.

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90. STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.
91. STATEMENT OF WORK (SOW): That portion of the contract, which describes the services to be performed under the contract.
92. STRIP SEARCH: An examination of a detainee's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all the individual's clothing while not being worn.
93. SUITABILITY CHECK: Security clearance process for Contractor and all Contractor Employees to determine favorable suitability to work on a Government contract.
94. TOUR OF DUTY: No more than 12 hours in any 24-hour period with a minimum of eight hours off between shifts, except as directed by state or local law.
95. TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements. All trainers must be certified, and certification shall be approved by the COR or ICE-designee.
96. TRANSPORTATION COSTS: The cost of all materials, equipment, and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
97. TRAVEL COST: Cost inclusive of lodging and meals and incidental expenses (MI&E) for Transportation Officers exceeding the standard working hours. Contractor tour of duties will comply with all current federal, state, and local laws. This includes but is not limited to the Federal Motor Carrier Safety Administration, CFR 395.5 - Maximum driving time for passenger-carrying vehicles. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel.
98. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

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II. STATEMENT OF WORK

A. Objective

The objective of this contract is to obtain comprehensive detention services as detailed below for an estimated population of 1,360 males, females and transgenders to be held in a high, medium, and low custodial setting. These detention services will be performed in Colorado, preferably within a 30-mile radius of the ERO – Denver Field Office at 12445 E Caley Avenue, Centennial, CO 80111.

B. Background and Mission

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

The mission of ICE Enforcement and Removal Operations (ERO) is to identify, arrest, and remove aliens, who present a danger to national security or are a risk to public safety, as well as those who enter the United States illegally or otherwise undermine the integrity of immigration laws and border control efforts.

In implementing its mission, ERO is responsible for carrying out all orders for the securing and departure activities of detainees who are designated in removal proceedings and for arranging for the detention of detainees when such becomes necessary and prescribed by law.

C. Scope of Work

ICE requires a Contractor-owned or leased/Contractor-operated detention facility to house detainees for 24 hours per day, seven days per week, 365 days per year.

The Contractor shall provide operational capacity for 1,360 beds, for male, female and transgender detainees. The Contractor must be able to begin performance for full operational capacity and shall notify the CO that the facility is ready to begin accepting detainees no later than 2 months after award. This may occur earlier at the request of the Contractor, but only if ICE determines the Contractor can accept detainees, and a Notice to Proceed (NTP) is obtained.

The detention center shall provide safe and secure conditions of confinement based on the individual characteristics of a diverse population including threat to the community, risk of flight, type and status of immigration proceeding, community ties, medical and mental health issues. The detention center shall provide easy access to legal services; abundant natural light throughout the facility; ample indoor and outdoor recreation that allows for vigorous aerobic exercise with extended hours of availability - a minimum of four hours per day of outdoor recreation; private showers and restrooms (where practicable); cafeteria style meal service (where possible); institutional detainee clothing; non-contact visitation, and on a case-by-case basis, contact visitation, including special arrangements for visiting families, with extended hours including nights and weekends; private areas for attorney-client visits, with video teleconferencing capabilities; noise control; enhanced, but controlled freedom of movement (although the manner

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and degree of implementation may vary based on security levels); enhanced law library and legal resources; and enhanced programming, including religious services, and social programs.

Virtual Attorney Visitation Capability

Virtual attorney visitation is an established facility protocol that allows attorneys (or legal representatives) to contact the facility and schedule video teleconference (VTC) visitation with their detainee client(s) at least 24 hours in advance of the desired teleconference. The facility plant layout and design shall accommodate virtual attorney visitation. The utilized space/room must be private, allowing for confidential attorney-client conversations, and equipped with video teleconference equipment and/or tablet(s) permitting both visual and audio communications. The room must also have a windowed door or other mechanism that allows detainee observation for safety. While the designated space and equipment can be utilized for other purposes, it is expected that virtual attorney visitation will be made available for at least six (6) hours each day.

Transgender Care

The Contractor shall meet the Transgender Care requirements stated in Section J, Attachments 23, 23A: Further Guidance Regarding the Care of Transgender Detainees and the Best Practices for the Care of ICE Transgender Detainees.

The facility shall include a special management unit(s) for administrative and discipline segregation.

Standards

Detention services shall be performed in accordance with the ICE Performance-Based National Detention Standards (PBNDS) 2011 with 2016 revisions (PBNDS 2011 (REV. 2016)), which are available at www.ice.gov/detention-standards/2011. NOTE: Where ICE PBNDS 2011 is referenced throughout this solicitation and its attachments, it shall be interpreted to designate ICE PBNDS 2011 with 2016 revisions. The Contractor shall also abide by the March 7, 2014, DHS regulation under the Prison Rape Elimination Act of 2003 (PREA; P.L. 108-79), *Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities* (DHS PREA Standards) available at <https://www.gpo.gov/fdsys/pkg/FR-2014-03-07/pdf/2014-04675.pdf>. The Contractor shall also operate in accordance with the ICE ERO COVID-19 Pandemic Response Requirements (PRR) available at <https://www.ice.gov/doclib/coronavirus/eroCOVID19responseReqsCleanFacilities.pdf>.

The Contractor shall be responsible for obtaining and maintaining American Correctional Association (ACA) accreditation under the most current version of the Adult Local Detention Facilities (ALDF) Standards to include any supplement. Conformance with the ACA ALDF Standards is required on the first day of contract performance and accreditation shall be obtained within twelve (12) months of housing the first ICE detainee.

The Contractor shall be responsible for obtaining and maintaining accreditation under the National Commission on Correctional Health Care (NCCHC) within twelve (12) months of housing the first ICE detainee.

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The Contractor shall warrant that there are no legal impediments to housing ICE detainees under Colorado law and concur that the risk is solely on the Contractor.

In cases where there is a conflict in standards, the most stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the COR shall determine the appropriate standard.

The COR does not have the authority to modify the stated terms of the contract or approve any action that would result in additional charges to the Government beyond what is stated in the CLIN schedule. The CO shall make all modifications in writing.

The Contractor shall furnish all personnel, management, equipment, supplies, training, certification, accreditation, and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

DHS, ICE, federal entities, and third-party inspectors will conduct periodic and unscheduled audits and inspections of contract performance and the facility to ensure contract compliance. All inspectors shall have full access to the facility at all times and in all areas of performance. The Contractor shall provide full and complete cooperation for any request or investigation conducted by the Government.

Detainees are classified as High (Level 3), Medium High (Level 2), Medium Low (Level 1.5) or Low Risk (Level 1). The male and female populations shall consist of all four levels. Upon discovery that a detainee may be a juvenile, the Contractor shall immediately notify the COR or ICE-designee and follow the instructions of the COR or ICE-designee.

The Contractor shall not add any non-ICE detainee population to the facility from any other entity without the expressed prior written approval of the CO and/or ICE-designee.

The Contractor agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State and local laws, standards, policies, procedures for firearms requirements, or court orders applicable to the operations of the facility.

D. Facilities

ICE will review and approve all design documents and maintain approval of final inspection of the facility before occupancy.

1. Detention Space

The facility shall meet at a minimum all ACA and PBNDS 2011 (REV. 2016) requirements. Though not binding on existing detention space, the Contractor can also review the ICE Contract Detention Facility (CDF) Design Standards available at: http://cams.ocgov.com/Web_Publisher_Sam/Agenda07_20_2010_files/images/O00110-000775A.PDF, and Addendums A and B to this RFP. The Contractor is encouraged to go beyond any minimum requirements to provide detention services at optimal levels of PBNDS 2011 (REV. 2016) requirements.

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The Contractor shall obtain all required permits and licenses, whether federal, state, local or otherwise, by the date of contract performance start. The Contractor must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in which the ICE work site is located. Throughout the term of this contract, the Contractor shall maintain current permits/business licenses and make copies available for Government inspection. The Contractor shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

2. U.S. Citizenship and Immigration Services (USCIS) Space

The Contractor shall provide desk space for at least two (2) USCIS asylum officers.

3. Executive Office for Immigration Review (EOIR) Space

The Contractor shall refer to ICE/EOIR Design Standards (Addendum A – ICE/EOIR Design Standards) for courtrooms, offices, and workstation sizes, and specific furnishing requirements. All furniture and case goods shall be furnished by the Contractor in accordance with ICE Design Standards.

The Contractor must provide the following:

- a) 3 Courtrooms and accompanying office and support space as per the EOIR Design Standards. Each courtroom should have the capability to hold live court as well as hold video teleconferencing court.
- b) 5 Offices (see Standards for size)
- c) 13 Workstations (see Standards for size)
- d) Separate entrance for judges required with complete security system and access to parking lot. Must be ADA compliant.
- e) IT system/space as per the EOIR Design Standards.

4. ICE Administrative Space

The Contractor is required to provide ICE Office and Support Space at or immediately adjacent to the Contractor provided detention facility.

All office, administrative, support and multiple use space shall be complete with appropriate electrical, communication, and phone/fax/VTC connections. VTC connections shall use a PRI (T1) connection at a minimum.

- a) Administrative office and support space for ICE enforcement staff of approximately 39 employees, including:
 - 1 – Officer in Charge (OIC) (1 office – 120 sqft min)
 - 1 – Assistant Field Office Director (AFOD) (1 office – 120 sqft min)

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- 4 – Supervisory Detention and Deportation Officer (SDDO) (4 offices – 100 sqft min per office)
- 12 – Detention Officer (DO) (6 offices – 100 sqft min per office)
- 9 – Enforcement and Removal Assistant (ERA) (9 offices – 100 sqft min per office)
- 1 – Bond Control Specialist (BCS) (1 office – 100 sqft min)
- 1 – Mission Support Specialist (MSS) (1 office – 100 sqft min)
- 1 – Contracting Officer's Representative (COR) (1 office – 100 sqft min)
- 1 – Detention Standard Compliance Officer (DSCO) (1 office – 100 sqft min)
- 1 – CMCO (1 office – 100 sqft min)
- 1 – IHSC Field Medical Coordinator (1 office – 100 sqft min)
- 5 – Office of the Principal Legal Advisor (OPLA) (5 offices – 100 sqft min per office)
- 1 – Custody Resource Coordinator (CRC) (1 office – 100 sqft min)

b) Additional administrative areas for ICE enforcement staff:

- Break room with kitchenette (i.e., small food storage/preparation area including a refrigerator, microwave and sink at a minimum)
- Storage/Secure File Room
- Interview Room
- Conference Room (with VTC capability)
- Secure File Room
- VTC Room
- Copier/Fax/Printer/Shredder Area
- Male Restroom (not used/shared with detainees/inmates)
- Female Restroom (not used/shared with detainees/inmates)

All furniture shall be furnished by the Contractor.

The ICE Administrative space shall be clean, free from mold, climate controlled, with an HVAC thermostat located outside a private office (within open space) controlling no more than 2,000 square feet. The ICE Administrative space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. The ICE Administrative space shall also be secure and inaccessible to Contractor staff, except when specific permission is granted by on-site ICE staff. The Contractor shall be responsible for all maintenance, security, and janitorial costs associated with the ICE Administrative space. All janitorial and maintenance within the ICE administrative and support space is the responsibility of the Contractor. All ICE administrative and support space shall be cleaned daily (between the hours of 8 a.m. and 4 p.m.) by Government cleared Contractor janitorial staff. Contractor is responsible for coordinating clearance activities for their janitorial staff with the Government and for costs associated with clearance.

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c) Additional Requirements for ICE Administrative Office Space

1) Furniture

All furniture and case goods shall be furnished by the Contractor. Any systems furniture shall be electrically hardwired to the building electrical support by the Contractor and have bottom raceways for data and telecommunications lines. The systems furniture must have knockouts within the bottoms raceways as well as numerous grommets within the work surface. The system furniture must have overhead storage (with locking flipper doors) and lighting capacity under the overhead storage.

2) ICE IT Equipment

ICE will provide and install IT equipment in office spaces for ICE personnel only, to include CPUs, screens, printers, and fax machines and copiers.

3) Communication and VTC

The Contractor is responsible for providing phone/fax/VTC services through their local provider and responsible for the costs for such services.

ICE requires provision of the following:

- 39 phone numbers/lines/extensions.
- 3 separate fax numbers/lines/extensions; and
- 5 VTC lines (PRI/T1) for two VTC systems.

5. Parking Spaces at the Contracted Detention Facility:

The Contractor shall provide hard surface (concrete or asphalt) parking for all ICE employees and visitors at no additional cost. The Contractor must provide ICE employee parking in a secure surface (concrete or asphalt) striped parking lot. The ICE employee parking shall be well lit and shall drain well. The ICE employee parking shall be striped and have reserved spaces painted as directed by the COR or designated ICE official. The ICE employee parking shall have an automated entrance and exit gate, operated by the Contractor-provided building access badge system.

The Contractor shall provide an on-site hard surface (concrete or asphalt) parking lot for visitors. Street parking for ICE visitors is not acceptable.

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The Contractor shall provide at least 61 secured, surface parking spaces on-site at the facility exclusively for Government employees and ICE visitors to use as follows:

- 39 – ICE employees
- 2 – ICE visitors
- 18 – EOIR employees
- 2 – EOIR visitors

E. Armed Transportation Services:

1. The Contractor shall provide ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COR or designated ICE official, including the transportation of detainees to various appointments. Regular transportation to key sites shall be provided as necessary and additional transportation requirements as requested by the COR or designated ICE official. When officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility. However, the primary function of these officers is transportation.

The Contractor shall assign, at a minimum, two-person teams of transportation officers, at least one transport officer shall be of the same gender of detainees being transported, whenever necessary throughout a 24-hour period, 7 days a week, including weekends and holidays. Except in emergency situations where there is no same-gender transport officer available, when transporting detainees of the opposite gender, assigned transportation staff shall call in their time of departure and odometer reading; and then do so again upon arrival, to account for their time. A single transportation staff member may not transport a single detainee of the opposite gender. Further, if there is an expectation that a pat down will occur during transport, an assigned transportation staff member of the same gender as the detainee(s) must be present.

2. The Contractor shall furnish suitable vehicles in good condition, approved by the Government and in-line with the PBNDS 2011 (REV. 2016) requirements, to safely provide the required transportation services per facility as listed below. The Contractor shall comply with all federal and state laws regarding inspections, licensing, and registration for all vehicles used for transportation. The Contractor shall provide parking spaces for the required vehicles at the facility.

Nothing in this contract shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no cost to the Government. The Contractor shall not allow employees to use their privately owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features in accordance with PBNDS 2011 (REV. 2016). The Contractor shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation. Vehicles furnished by the Contractor shall be equipped with interior security features such as, but not limited to: door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the rear passenger seats and provide physical separation of detainees from Detention Officers.

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3. The Contractor personnel provided for transportation services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Contractor personnel provided in the other areas of this contract. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and meet the federal and state licensing requirements.
4. All transportation Detention Officers shall be armed in the performance of these duties. The Contractor shall supply and maintain restraining equipment, per PBNDS 2011 (REV. 2016), Standard 3.1 "Transportation (by Land)." ICE personnel reserve the right to approve such restraining equipment, as well as the right to inspect such restraining equipment.
5. The Contractor shall comply with ICE transportation standards related to the number of hours the Contractor employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COR or designated ICE official; overnight lodging expenses shall be billed at rates not to exceed the applicable GSA per diem rates. Transportation shall be accomplished in the most economical manner and in accordance with the applicable GSA per diem rates.
6. The Contractor shall, upon order of the COR or designated ICE official, or upon his or her own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR or designated ICE official. The Contractor shall then transport the detainee to the detention facility.
7. The COR or designated ICE official may direct the Contractor to transport detainees to unspecified, miscellaneous locations, within a 400-mile radius of the facility.
8. When the COR or ICE-designated official provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients or his or her designee. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
9. The Contractor shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COR shall be provided with the current status of all vehicles and post assignment employees.
10. Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled may result in the Contractor having deductions made for non-performance.
11. ICE anticipates normal transportation requirements other than hospital visits and local needs. In addition to unspecified or miscellaneous locations, the contract facility must support transportation to and from locations as noted below, and other similar routes as directed by the COR or designated ICE official:
 - To/from the facility and:

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- ICE ERO Denver Field Office – Centennial, CO
- ICE ERO Cheyenne Sub-Office – Cheyenne, WY
- ICE ERO Craig Sub-Office – Craig, CO
- ICE ERO Grand Junction Sub-Office – Grand Junction, CO
- ICE ERO Glenwood Springs Sub-Office – Glenwood Springs, CO
- ICE ERO Frederick Sub-Office – Frederick, CO
- ICE ERO Alamosa Sub-Office – Alamosa, CO
- ICE ERO Durango Sub-Office – Durango, CO
- ICE ERO Florence Sub-Office – Florence, CO
- Customs at Denver International Airport (DIA) – Denver, CO
- ICE Air Ops at DIA – Denver, CO
- County of Denver – Denver, CO
- City of Denver (PADF) – Denver, CO
- Douglas County Jail – Castle Rock, CO
- El Paso County CJC – Colorado Springs, CO
- El Paso County Metro – Colorado Springs, CO
- Jefferson County Jail – Golden, CO
- Park County Jail – Fairplay, CO
- Pueblo County Jail – Pueblo, CO
- Teller County Jail – Divide, CO
- Washington County Jail – Akron, CO
- Arapahoe County Jail – Centennial, CO
- Adams County Jail – Brighton, CO
- Larimer County Jail – Fort Collins, CO
- City of Aurora – Aurora, CO
- Weld County Jail – Greeley, CO
- Fort Morgan Jail – Fort Morgan, CO
- Broomfield County Jail – Broomfield, CO
- Clear Creek County Jail – Georgetown, CO
- Delta County Jail – Delta, CO
- Mesa County Jail – Grand Junction, CO
- Boulder County Jail – Boulder, CO
- Sweetwater County Jail – Green River, WY
- Moffat County Jail – Craig, CO
- Platte County Detention Center – Wheatland, WY
- La Plata County Jail – Durango, CO

All transportation reports must be submitted to the COR or designated ICE official within two business days of trip completion.

12. Monthly Status Report: The report will include at a minimum the information required for each G-391 for every trip as indicated in the G-391 Upload Template attachment (see attached Excel file). A breakdown of hours and personnel will also be provided and divided into Transportation Guard Hours and Stationary Guard Hours. This breakdown will be provided monthly in the Contractor's format along with the G-391 Upload Template and emailed to the COR. A breakdown of vehicles used (year, model, and capacity) will also be required if the Contractor is using Contractor owned vehicles. This information will be available electronically to government users and submitted in addition to the invoice each month. The

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Government reserves the right to update the attached G-391 Upload Template or to provide an updated means of uploading transportation data to fix issues, expand capabilities, and improve performance of the worksheet.

F. Stationary Guard Services

1. The Contractor shall provide on demand stationary guard services as requested by the COR or ICE-designated official and shall include, but is not limited to, escorting and guarding detainees to medical or doctor appointments; hearings; ICE interviews; and any other remote location requested by the COR or designated ICE official. Qualified guard personnel employed by the Contractor under its policies, procedures, and practices will perform such services. The Contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Upon the order of the COR or designated ICE official or in an emergency, the Contractor shall provide an officer to safeguard the detainee(s) at a medical facility while undergoing medical examination or treatment as either inpatient or outpatient care. Such assignments may include but are not restricted to medical appointments of detainees. The detainee shall be kept under constant supervision. Public contact is prohibited unless authorized in advance by the COR or designated ICE official.
2. The Contractor agrees to provide stationary guard services on demand by the COR or designated ICE official and shall include, but shall not be limited to:
 - Escort and maintain custody of the detainee(s) under order of the COR or designated ICE official
 - Monitor all holding rooms – log health and welfare checks
 - Serving detainees prepared meals provided by the Contractor
 - Searching holding cells for weapons or contraband
 - Conduct limited pat-downs
 - Receive, inventory, and search detainee property
 - Transfer/escort detainees between holding rooms, processing area, court, and VTC rooms.
 - Apply and remove detainee restraints
 - Support Intake and processing of detainees, flight, and transportation operations
 - Provide support in detention operations as required for the removal process of detainees
 - Provide transportation services for intake and processing purposes
 - Upon notification by the COR or designated ICE official, provide detainee medical transportation to a hospital location and shall keep the detainee under supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR or designated ICE official.
3. The Contractor agrees to provide stationary guard services/posted at the Denver Field Office on demand by the COR or designated ICE official and shall include, but shall not be limited to a two-person team, one team member being the same gender as ICE detainee(s) to:
 - Escort and maintain custody of the detainee(s) under order of the COR or designated ICE official
 - Monitor all holding rooms – log health and welfare checks
 - Serving detainees prepared meals provided by the Contractor

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- Searching holding cells for weapons or contraband
 - Conduct limited pat-downs
 - Receive, inventory, and search detainee property
 - Transfer/escort detainees between holding rooms, processing area, court, and VTC rooms.
 - Apply and remove detainee restraints
 - Support Intake and processing of detainees, flight, and transportation operations
 - Provide support in detention operations as required for the removal process of detainees
 - Provide transportation services for intake and processing purposes
 - Upon notification by the COR or designated ICE official, provide detainee medical transportation to a hospital location and shall keep the detainee under supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR or designated ICE official.
4. The numbers and frequency of these services shall vary, but to the extent possible, the COR or ICE-designated official shall notify the Contractor four hours in advance of such need and of a schedule for the remote post to be manned. One guard shall be authorized for such post unless the COR or designated ICE official specifies additional guards are required.
5. The following notes are applicable to the above posts:
- a) All on call stationary guard posts require at least one guard that is of the same sex as the detainee.
 - b) Additional officers for each post assignment may be required at the direction of the COR or designated ICE official when operationally necessary.
 - c) All necessary meals shall be provided by the Contractor when the detainees(s) are in the custody of the Contractor.
 - d) COR shall guarantee a minimum of two hours for each on call stationary guard post directed.
 - e) The Contractor remains responsible for providing security and preventing escapes.

The itemized monthly invoice for such on call guard services shall state the number of hours being billed, the duration of the billing (times and dates to include travel to and from location being guarded) and the names and "A" numbers of the detainees who were guarded. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the Contractor for actual on call guard services provided at the negotiated rate.

6. When the COR asks for on-demand guard services, the Contractor shall not pull a guard from a post position without back-filling the posted position.

G. Pre-Transition Completion Certification

Any resulting contract shall include a Base Period Transition phase of up to 2 months. The Contractor shall certify in writing to the Contracting Officer at the completion of the Pre-Transition phase(s), and no later than date of award, the following:

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“[Insert Contractor Name] hereby certifies in accordance with contract [insert contract number], that all Pre-Transition activities are complete, and requests commencement of the 60-Day Transition period. [Insert Contractor Name] recognizes that it must obtain a Notice to Proceed (NTP) from the Contracting Officer prior to the completion of the 60-Day Transition period. [Insert Contractor Name] also recognizes that the Government reserves the right to extend the Transition period after 60 days until the NTP is issued, and this Transition time extension shall be at no cost to the Government. Any time extension granted during the Transition period as a result of a failure to obtain the required NTP shall only apply to the Transition period. All remaining contract completion dates for all other portions of work under this contract shall not be altered.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____,

H. Notice to Proceed

It is essential that the Contractor be fully prepared to accept responsibility for performing the requirements of the contract. Therefore, ICE may perform required assessments to ensure contract compliance prior to issuance of the Notice to Proceed (NTP). The NTP shall only be issued prior to completion of the 60-day transition period when all requirements of this solicitation are met. If the NTP is not issued prior to the completion of the 60-day transition period, the Government reserves the right to extend the transition period until the NTP is issued, and this extension shall be at no cost to the Government. If the Contractor fails to obtain the NTP within 120 days of the commencement of the transition period, the Government reserves the right to terminate the contract for cause.

If ICE determines that the Contractor can accept detainees, the NTP will be issued by the Contracting Officer. The Contractor shall be prepared to begin performance and accept detainees up to the facility capacity immediately upon issuance of the NTP. Performance may begin with staged capacity or open with full capacity, as stated in the NTP. The NTP shall be obtained prior to the first detainee arrival, and is contingent upon, but shall not be limited to, the following:

- a) Receipt and approval of all design/construction documents, including any required environmental, health and safety documents, licenses and/or certificates.
- b) Preliminary fitness determination and training documentation for an adequate number of facility staff. Note: Preliminary fitness determinations may take up to 30 days on average to be adjudicated and depend upon the facility providing proper initiation documentation and individuals completing the required application and fingerprints once initiated.
- c) Onsite availability of all medical related facilities, staffing, services, supplies, equipment, and IT resources required by this solicitation.

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- d) Implementation of all detainee programs and facility support services including medical services, legal services, recreational services, cafeteria services, clothing supplies, laundry services, commissary services, library, chaplain services, recreational programs VTC, Detainee Telephone Services (DTS), visitation, and enhanced programs such as religious services and other social programs.
- e) Onsite availability of a Disturbance Control Team and all approved related equipment.
- f) Obtaining all insurance, bonding, licenses, and permits, including:
 - 1. Design/Construction Permits.
 - 2. Business Licenses.
 - 3. Employee Professional Licenses.
 - 4. Weapons licenses and staffing firearms qualifications.
 - 5. FCC licenses as required for any communications equipment.
- g) Installation of all telephone, computer, software, and broadband services, including all required licenses, servers, wiring and related equipment, to include any Government Furnished Equipment (GFE).
- h) Implementation and full operation of all business management procedures and systems.
- i) Onsite availability of all transportation personnel, assets, and equipment.
- j) Successful completion of any design/construction review including acceptable punch list remedies.
- k) Successful completion of any security inspections, drills, or other assessments.
- l) Successful completion of any other assessments related to any standards applicable to the contract.

The Contractor shall submit in writing a Quality Control Plan (QCP) and all other plans, policies, and procedures, including those identified in the PBNDS 2011 (REV. 2016) and ACA standards. The Contractor shall provide the COR with a curtesy copy of its updated Quality Control Plan, Standard Operating Procedures as well as any other operational plan, policy or procedures manual within 30 days of modification. The Contractor's operational and/or corporate policies that do not impact ICE operations (e.g., policies on employee sick days, vacation days, etc.) do not have to be reviewed or approved by ICE.

III. GENERAL

A. Notification and Public Disclosures

There shall be no public disclosures regarding this contract made by the Contractor (or any subcontractors) without review and approval of such disclosure by ICE Office of Public Affairs and express permission granted by the CO. The Government considers such information privileged or confidential.

In the event of third-party litigation pertaining to the services performed at the facility, the Contractor will notify the Contracting Officer promptly (within 2-business days) of the existence of a lawsuit against the Contractor. The Contractor will coordinate and seek review and approval from ICE before release of any ICE-documents, including information about detainees, in discovery.

B. Records

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All records related to contract performance shall be retained in a retrievable format for three years. Except as otherwise expressly provided in this SOW, the Contractor shall, upon completion or termination of the resulting contract, transmit to the Government any records related to performance of the contract, in a format acceptable to the CO and COR.

The Contractor shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following laws and regulations: Chapters 21, 29, 31, and 33 of Title 44, United States Code; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, *Removal and Maintenance of Documents*. Criminal penalties for unlawfully destroying, damaging, removing, or improperly handling or releasing federal records are addressed in Chapters 37 and 101 of Title 18, United States Code.

The Contractor shall notify the COR or designated ICE official when a member of the United States Congress or any media outlet requests information or makes a request to visit the facility. All such visits shall be in compliance with PBNDS 2011 (REV. 2016), Standard 7.2 "Interviews and Tours." The Contractor shall coordinate all public information related issues with the CO. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs, which can be reached through their website: <https://www.ice.gov/contact/media-inquiries#wcm-survey-target-id>

The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files. The Contractor shall be responsible for detainee record keeping services and personal property. See Section J, Attachment 19.

The Contractor shall safeguard all records related to the operation of the facility. All records will remain the property of the U.S. Government.

C. Right of Refusal

The Contractor retains the right to refuse acceptance of any detainee if such refusal is supported by a valid justification. An example of such justification is: any detainee found to have a medical condition that requires medical care beyond the scope of the Contractor's health care provider. In the case of a detainee already in custody, the Contractor shall notify ICE and request such removal of the detainee from the Facility. The Contractor shall allow ICE reasonable time to make alternative arrangements for the detainee.

D. Hold Harmless

The Contractor shall protect, defend, indemnify, save, and hold harmless the United States Government and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any

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negligent acts or omissions of the Contractor, its agents, sub-Contractors, employees, assignees, or anyone for whom the Contractor may be responsible. The Contractor shall also be liable for any and all costs, expenses, and attorney's fees incurred as a result of any such claim, demand, cause of action, judgment, or liability, including those costs, expenses, and attorneys' fees incurred by the United States Government and its employees or agents. The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

In awarding the contract, the Government does not assume any liability to third parties, nor will the Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the contract or any subcontract under this contract.

The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees, or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of receipt. The Contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Contractor litigation.

Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be made part of the detainee's file.

E. Quality Control

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in the contract. Offerors shall provide a Quality Control Plan (QCP) which will be incorporated into the contract upon award. The Contractor shall provide an overall QCP that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall review and update the QCP policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government 48-hours in advance of the audit to ensure the COR is available to participate. The Contractor's QCP shall identify deficiencies, determine appropriate corrective action(s), and submit timely implementation plan(s) to the COR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit them to the COR for review. If the COR concurs with the changes, the COR shall submit the changes to the CO. The CO may modify the contract to include these changes.

F. Quality Assurance Surveillance Plan (QASP)

ICE has developed a Quality Assurance Surveillance Plan (QASP), incorporated in Section J, Attachment 14, pursuant to the requirements of the SOW. It will present the financial values and

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mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. The purpose of the QASP is to:

- a) Define the roles and responsibilities of participating Government officials.
- b) Define the types of work to be performed.
- c) Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
- d) Describe the process of performance documentation.

2. Roles and Responsibilities of Participating Government Officials

- a) The COR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis. The COR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance.
- b) The (CO) or designee has overall responsibility for evaluating the Contractor's performance in areas of contract compliance, contract administration, cost, and property control. The CO shall review the COR's evaluation of the Contractor's performance and invoices. If applicable, deductions or withholdings will be assessed in accordance with the evaluation of the Contractor's performance, e.g., monetary adjustments for inadequate performance.

G. Contractor's Failure to Perform Required Services

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in the contract. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any reductions/deductions in the Contractor's invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform required services pursuant to the contract's Quality Assurance Surveillance Plan (QASP) and/or the Performance Requirements Summary (PRS). The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

H. Inspection by Regulatory Agencies

Work described in the contract is subject to inspection by other Government agencies. The Contractor shall also comply with all required inspections, including but not limited to interviews, physical inspections, and requests for information. The Contractor shall immediately inform ICE of all proposed inspections by Government or regulatory agencies. If the Contractor believes that a proposed or requested inspection is not required, it shall refer the matter to ICE and abide by ICE's determination as to whether the proposed inspection is required. The Contractor shall

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participate in responding to all requests for information and inspection or review findings by regulatory agencies.

I. Performance Evaluation Meetings

The Contractor's representatives shall meet with the COR or designated ICE official monthly or as deemed necessary by either party. These meetings will provide a management level review and assessment of Contractor performance, and a discussion and resolution of problems.

IV. PERSONNEL AND STAFFING

GENERAL

ICE has determined that performance of the tasks as described in solicitation number 70CDCR21R00000002 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information. The Contractor shall always comply with and adhere to the requirements and provisions of **Section H.2 "SECURITY REQUIREMENTS - REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFIED (SBU) CONTRACT DETENTION FACILITY"**.

A. Facility Staffing Plan, Floor Plan and Key Personnel

The Contractor shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the PWS. The Contractor shall staff the post positions in accordance with the Contractor- submitted and Government-approved Contractor Staffing Plan to include relief factors and the agreed upon detainee ramp schedule.

The number, type, and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type, and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COR, for approval prior to implementation.

Staffing levels shall not fall below a monthly average of 85% for custody staff, 80% for health services and 85% for all other departments of the total ICE-approved staffing plan. The approved staffing levels for detention/correctional officers (custody staff) shall not fall below a monthly average of 85%. Staffing levels for all departments other than custody and health services will be calculated in the aggregate.

Each month, the Contractor shall submit to the COR the current average monthly vacancy rate and indicate any individual positions that have been vacant more than 60 days. Failure to fill any individual position within 60 days of the vacancy may result in a deduction by the CO from the monthly invoice if the vacancy in combination with other vacancies regardless of duration brings staffing levels below 85% for custody staff, 80% for health services and 85% for all other departments.

The deduction shall be based on the daily salary and benefits of the vacant position. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted. No deduction shall apply during any period the Contractor documents that a

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vacant position was covered through the use of overtime, contract staff or otherwise. Each month, the Contractor shall submit to the COR any Key Personnel that will be absent from the facility for over five working days. If the Key Personnel will be absent for over five working days and the contractor will not provide an “acting” position to backfill that Key Personnel position during the absence, the CO has the right to make a deduction based on the daily salary and benefits of the absent Key Personnel position.

1. Minimum Staffing Requirements

Exclusive of the agreed upon Transition or ramp up periods, the Contractor shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. The Contractor shall ensure daily Detention Officer Assignment rosters, by shift, for the duration of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COR daily.

2. Supervisory Staffing

The Contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions and upholding the work requirements of all personnel assigned under the contract. The Contractor shall provide the COR with the names of Supervisory Detention Officers designated by the Contractor before commencement of services.

In the absence of the approved Warden, another qualified person who meets the Warden position and security clearance requirements shall temporarily fill that position. This individual shall perform only job duties of the Warden in providing oversight and direction to contract Detention Officers and interfacing with ICE CORs and/or designated ICE Officers and the CO on all contract-related matters.

3. Key Personnel

The CO shall provide written approval before any employee is assigned as key personnel to perform duties under this contract. The Contractor shall have key personnel employed and available for duty before the Contractor can begin contract performance. The Offeror is responsible for proposing a staffing plan, including the required key personnel, that meets the requirements of the SOW. Key personnel shall be evaluated in accordance with Section M, Paragraph M.3, Subparagraph 4.1.4.

Any subsequent changes to key personnel must meet these criteria and be approved in writing by the CO. The following are considered key personnel for the contract. The Contractor may use other titles.

- a) **Warden/Facility Director.** The Warden/Facility Director shall hold an accredited bachelor’s degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree

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requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree, as practiced in the federal hiring process. The official holding this position, even in an acting capacity, shall meet ACA requirements.

- b) **Assistant Warden/Assistant Facility Director.** The Assistant Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- c) **Supervisory Detention Officers.** Supervisors must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (e.g., civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two-year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement, as practiced in the federal hiring process.
- d) **Training Officers.** Certified instructors shall conduct all instruction and testing of Contractor personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COR. Certification of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to any training.
- e) **Quality Assurance Manager.** The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.
- f) **Behavioral Health Program Manager (position will be removed once Medical is transferred to IHSC).** The Behavioral Health Program Manager will have appropriate credentials in Psychology or be a Licensed Clinical Social Worker (LCSW) and shall be responsible for developing, implementing, coordinating, and evaluating the specialty group programming and for coordinating and evaluating all activities within the specialty group program. The Program Manager shall be responsible for initiating group programming plan and for implementing, monitoring the program in compliance with this attachment and designing and implementing the evaluation and reporting requirements. In addition to clinical considerations, the Program Manager should demonstrate an on-going awareness of evidenced-based mental health treatment for comparable populations and modern correctional practice. Accountability for the total treatment effort is the prime concern of this position. The Behavioral Health Program Manager shall provide direction and oversight to the line behavioral health staff.
- g) **Behavioral Health Specialists (position will be removed once Medical is transferred to IHSC).** Given the nature of the services to be performed and the population housed at

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the facility, the contractor shall try to recruit bilingual (Spanish-speaking) staff to the maximum extent practicable. The Government has a preference for at least 67% (or two-thirds) of the behavioral health staff to be bilingual in Spanish (the top language spoken by ICE detainees), with multiple language capability. Bilingual Spanish speaking staff must be tested for proficiency in any language other than English and meet a minimum score of S2 (Limited Working Proficiency) on the Interagency Language Roundtable (ILR) scale, or an equivalent test, prior to use in this capacity. The Contractor shall provide copies of the language proficiency scores to the COR for review and verification. Staff will have professional work experience in a variety of treatment approaches, to include trauma-informed care service provision.

h) Dedicated Security Personnel (position will be removed once Medical is transferred to IHSC). All security personnel will be trained in the goals of the group programming as outlined in the Objectives, including trauma-informed approaches and interacting with individuals with mental illness, and crisis intervention techniques to include de-escalation techniques.

1. The Contractor shall provide escorting and guarding detainees during group programming.
2. Dedicated Security Personnel are fixed posts. The following notes are applicable to the above posts:
 - a) *All on call posts require at least one guard that is of the same sex as the detainee.*
 - b) *Additional officers for each post assignment may be required at the direction of the COR or Alternate COR when operationally necessary*

i) Data Systems and Reporting Analyst (position will be removed once Medical is transferred to IHSC). The Contractor shall be required to build, maintain, and utilize an appropriate and approved data system(s) for capturing and reporting data. This data is to include, but may not be limited to, demographic information, electronic health records, and programming data for detainees participating in group programming. The Contractor shall ensure that contracted staff provided timely and complete data extracts quarterly and upon ICE's request.

4. Facility Floor Plan and Guard Post Map

The Contractor shall provide a facility floor plan which clearly identifies all recommended detention guard posts and corresponding guard shift requirements (e.g., 24/7, 8 hours M – F, weekend-only, etc.). The floor plan shall be submitted with the facility staffing plan and shall be approved by the CO/COR prior to commencement of services under this contract. Changes to the guard posts or shift requirements shall be approved by the CO/COR.

5. Organizational Chart

The Contractor shall provide an organizational chart that describes the structure of authority, responsibility, and accountability within the facilities. The Contractor shall update this chart

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as necessary. The Contractor shall make the chart available for review by the CO or COR upon request.

B. Employee Health

<https://www.osha.gov/law-regs.html>

<https://www.osha.gov/Publications/QandA/osha3160.htm>

Employee health files for all Contractor employees must be maintained on-site. Health files are maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

1. Initial and annual TB infection screening results.
2. Vaccination records including results, titers, and Immunization Declination Form(s).
3. OSHA 301 Incident forms.
4. Blood borne pathogen exposure documentation.
5. Respirator medical clearance.
6. Respirator fit test results; and
7. Other employee health documents.

The Contractor may initiate employment of an individual who has initiated the required vaccines schedule, and the individual hired may begin work on the contract as long as they meet all subsequent vaccine schedule requirements until fully vaccinated.

All Contractor personnel must provide documentation regarding the following:

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

Individuals employed by the Contractor in a custody or detention environment are at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella, and seasonal influenza. These diseases are vaccine preventable. Therefore, the following vaccinations are highly recommended for the Contractor personnel. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required, and the COR must be notified of the refusal. ICE reserves the right to refuse Contractor employees that refuse vaccines.

- a) Hepatitis A.
- b) Hepatitis B.

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(Note: The U.S. Occupational Safety and Health Administration (OSHA) Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Refer to OSHA regulations https://www.osha.gov/OshDoc/data_BloodborneFacts/bbfact05.html

- c) Varicella.
- d) Measles, Mumps, Rubella (MMR).
- e) Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f) Annual seasonal influenza.
- g) COVID-19 vaccine

The Contractor's personnel will provide immunization documentation or titer results to the Health Services Administrator or the employer's designee for placement in the employee health file. It is recommended that the CDC's Immunization of Health- Care Workers: Recommendations of the Advisory Committee on Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC) be used as a reference for employee health immunization issues.

C. Contractor's Employee Rules

The Contractor shall provide employee rules or policies, which, at a minimum, address the following:

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment
4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Screening employees for illegal drug use
6. Holidays, leave, and work hours
7. Personnel records, employee evaluations, promotion, and retirement
8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures
10. Resignation and termination
11. Employee-management relations
12. Security, safety, health, welfare, and injury incidents

The Contractor shall provide a copy of the rules or policies to the Contractor's employees at the facility. Upon request by the COR, the Contractor shall document to the Government that all employees have reviewed a copy of the rules or policies.

D. Minimum Standards of Employee Conduct

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The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees shall certify in writing that they have read and understand the standards. A record of this certificate must be provided to the COR prior to the employees beginning work under this contract. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary, in the performance of duties under this contract.
3. The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.
4. The employee shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).
5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Warden/Facility Director or ICE Supervisor any criminal or non-criminal violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COR or designated ICE official. Violations may result in employee removal from the facility. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against an offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.
8. The Contractor shall not employ any person whose employment would present an actual or apparent conflict of interest. The Contractor is specifically prohibited from hiring active-duty military personnel and civilians employed by the Government to perform work under this contract.

E. Removal from Duty

If the COR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COR or designated ICE official, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall immediately notify the COR or designated ICE official when the employee is removed from duty on this particular contract. The Government's instruction to remove a Contractor employee from this contract is not and shall not be construed to require

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termination from employment by the Contractor; all employment decisions between the Contractor and its employees are the responsibility of the Contractor. Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor within the last five (5) years.
2. Possessing a record of arrests for continuing offenses.
3. Falsification of information entered on suitability forms.
4. Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
5. Misconduct or negligence in prior employment, which would have a bearing on efficient service in the position in question or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
6. Alcohol abuse of a nature and duration which suggests that the applicant or appointee would be prevented from performing the duties of the position in question or would constitute a direct threat to the property or safety of others.
7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
8. Introduction of contraband into or unto the facility.

ICE may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform his/her duties as determined by the COR or the CO. The Contractor shall act immediately and notify the COR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

1. Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook;"
2. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3.
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperation in upholding the integrity of the security program at the work sites.
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
5. Theft, vandalism, immoral conduct, or any other criminal actions.
6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, contraband, or substances which produce similar effects.
7. Unethical or improper use of official authority or credentials.
8. Unauthorized use of communication equipment or government property.

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9. Misuse of equipment or weapons.
10. Violations of security procedures or regulations.
11. Recurring tardiness.
12. Undue fraternization with detainees as determined by the COR or designated ICE official.
13. Repeated failure to comply with visitor procedures as determined by the COR or designated ICE official.
14. Performance, as determined by investigation by the CO, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape.
15. Failure to maintain acceptable levels of proficiency or to fulfill training requirements.
16. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract.
17. Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.

At the direction of the COR or designated ICE official, the Contractor shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COR or designated ICE official. If such reassignments are not available, the Contractor shall remove the employee from work under this contract and other ICE contracts.

F. Tour of Duty Restrictions

The Contractor shall not utilize any uniformed Contractor employee to perform duties under this contract for more than 12 hours in any 24-hour period and shall ensure that such employees have a minimum of eight hours off between shifts. Authorization is required from the COR prior to an employee performing services that exceed 12 hours. If an employee is performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour limitation.

G. Dual Positions

If a supervisory detention officer is not available for duty the Contractor shall provide a full-time supervisor as a replacement. A contract employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. The COR will document and refer to the CO the failure of the Contractor to provide necessary personnel to cover positions.

H. Post Relief

Detention Officers shall not leave his or her post until relieved by another Detention Officer, and this requirement shall be reflected in the post orders. The Contractor or Contractor's Supervisors authorize rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Detention Officers on break.

I. Personnel Files

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The Contractor shall maintain a system of personnel files and make all personnel files available to the CO and the COR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.

J. Uniform Requirements

These requirements apply to Supervisory Detention Officers and Detention Officers who perform work under the contract.

1. Uniforms

The Contractor shall provide uniforms to its employees. The design and color of the Contractor's uniforms, patches, badges, and other identifiable markings shall not be similar in color or style to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. The rank of authority must be prominently displayed as part of each uniform. A shoulder patch should distinctly identify the Contractor. Uniforms and equipment do not have to be new but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order. Uniforms that are frayed, stained, faded, or considered too worn by the COR shall be replaced by the Contractor.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt, jacket, shoes, or boots (mandatory), duty belt, mini-mag flashlight and holder, handheld radio, handcuff holder, and key-holder. The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

Prior to the contract performance date, the Contractor shall document to the COR the uniform and equipment items that have been issued to each employee. The COR shall approve or disapprove any uniform apparel. The Contractor shall provide a submittal of the uniform or any uniform changes to the COR for approval.

2. Identification Credentials

The Contractor shall ensure that all employees, both uniformed and non-uniformed (if applicable), have the required identification credentials in their possession while on the premises. The Contractor identification credential document shall contain the following:

- a) A photograph that is at least one-inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.
- b) A printed document that contains personal data and description consisting of the employee's name, gender, birth date, height, weight, hair color and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager or designated Contractor personnel.

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- c) To avoid the appearance of having Government issued badges, the Contractor shall not possess wallet type badges or credentials. All credentials shall be approved by the COR or other ICE designated official.

K. Permits and Licenses

1. Licensing of Employees

The Contractor shall ensure each employee has registrations, commissions, permits, and licenses as required by the district, municipality, county, and state in which ICE work is performed prior to EOD. The Contractor shall verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

2. Jurisdiction

The Contractor's authority under this contract is limited to space or posts that are under the charge and control of ICE. The Contractor shall not extend its services into any other areas.

L. Encroachment

Contractor employees shall not have access to Government equipment, documents, materials, or telephones for any purpose other than as authorized by ICE. Contractor employees shall not enter any restricted areas of the detention centers unless necessary for the performance of their duties.

M. Work Schedules

The Contractor shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.

1. Post Work Schedules

One week in advance, the Contractor shall prepare supervisory and Detention Officer work schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COR monthly. Schedules shall be prepared on a form designated by ICE. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. At the completion of each shift, the Contractor shall, upon request of the COR, also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees. A Contractor Supervisor shall conduct regular post checks to ensure personnel are on duty. When a contract employee is not being utilized at a given post, the Contractor at the direction of the COR or ICE Supervisor on Duty may reassign him/her to another post.

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2. Starting and Stopping Work

The Contractor is responsible for all employees to be dressed in full uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until the shift is completed.

a) Recording Presence

The Contractor shall direct its employees to sign in when reporting for work and to sign out when leaving at the end of their period of duty. The Contractor's supervisory and regular personnel are required to register at the applicable work site(s) and shall use GSA Form 139. The Government shall specify the registration points, which will be at the protected premises, and the Contractor shall utilize those points for this purpose.

Officers, working as supervisors, shall make the designation "Supervisor" in the rank column on GSA Form 139; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between ICE and the Contractor.

Each line on GSA Form 139, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed, or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers, or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

b) Rest Periods

When the Contractor or a Contractor supervisor authorizes rest and relief periods for the contract employees, a substitute officer shall be assigned to the duty location.

c) Work Relief

When the work assignments require that the Contractor's employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or other forms designated by ICE COR. The Contractor shall enforce the procedure without exceptions.

d) Stationary Guard Services

When the COR requests on-demand guard services, the Contractor's employees shall not leave the assigned post until a substitute officer fills the post-position.

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N. Information Technology Security Clearance

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub.* or its replacement. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

O. Training

All training shall be conducted in accordance with PBNDS 2011 (REV. 2016), Standard 7.3 "Staff Training." Detention Officers shall not perform duties under this contract until they have successfully completed all initial training and the COR receives written certification from the Contractor. Any remuneration or pay due to the Contractor employee in accordance with U.S. Department of Labor regulations for any training time is the responsibility of the Contractor. Alternative or E-training techniques, unless approved in writing by the CO via the COR, shall not be used. The training site shall be provided at no additional cost to the Government.

1. General Training Requirements

All Officers must have the training described in the ACA Standards and in this sub-section. The Contractor shall provide the required refresher courses or have an institution acceptable to the COR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

All new Detention Officers will receive 60 hours of basic training, not to include firearms, prior to EOD and 40 hours of on-the-job training. The Contractor's Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Detention Officer, at all times during this latter 40-hour period, must accompany the Detention Officers. The Contractor's Training Officer shall send a copy of the documentation to the COR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 100 hours of training, the Contractor has 60 days to complete an additional 40 hours of training for each employee. During the remainder of the first year on duty, the Contractor shall cause the employee to have an additional 40 hours of training for a total of 180 hours within the first year of employment. The training program must directly relate to the employee's assigned position and afford application of necessary job skills.

a) Basic Training Subjects

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Officers must complete the training required in accordance with the ACA and PBNDS 2011 (REV. 2016). Required training may include but not be limited to the following:

- | | |
|---|-------|
| 1) In-service Orientation/Social Diversity | 2 HRS |
| 2) Counseling Techniques/Suicide Prevention and Intervention* | 2 HRS |
| 3) Conduct/Duties/Ethics and Courtroom Demeanor | 2 HRS |
| 4) Bomb Defense and Threats | 1 HR |
| 5) Telephone Communications/Radio Procedures | 1 HR |
| 6) Annual IT Security Training | 1 HR |
| 7) Fire and other Emergency Procedures | 2 HRS |
| 8) Treatment and Supervision of Detainees | 2 HRS |
| 9) ICE Use of Force Policy | 2 HRS |
| 10) Security Methods/Key Control/Count | 1 HR |
| 11) Procedures/Observational Techniques | 4 HRS |
| 12) EEO/Sexual Harassment | 2 HRS |
| 13) Detainee Escort Techniques | 1 HR |
| 14) ICE Paperwork/Report Writing | 2 HRS |
| 15) Detainee Searches/Detainee Personal Property | 4 HRS |
| 16) Property/Contraband | 2 HRS |
| 17) Detainee Rules and Regulations | 2 HRS |
| 18) First Aid* | 4 HRS |
| 19) Cardiopulmonary Resuscitation (CPR)* | 4 HRS |
| 20) Blood-borne Pathogens* | 2 HRS |
| 21) Self Defense | 8 HRS |
| 22) Use of Restraints | 5 HRS |
| 23) Firearms Training** | |
| 24) Sexual Abuse/Assault Prevention and Intervention* | 2 HRS |
| 25) ICE National Detention Standards | 2 HRS |

All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with the ACA Standards and PBNDS 2011 (REV. 2016). On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COR.

** Critical Training Subjects*

*** Firearm Training for Detention Officers who are required to provide Armed Transportation shall be in accordance with state licensing requirements. The Contractor shall certify proficiency in accordance with State and local firearm certification requirements.*

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b) Refresher Training

Every year the Contractor shall conduct 40 hours of Refresher Training for all Detention Officers including Supervisory Detention Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.

The Contractor shall recertify staff in CPR and First Aid. This training shall be provided at no cost to the Government. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COR.

In addition to the refresher training requirements for all Detention Officers, supervisors must receive refresher training relating to supervisory duties.

c) On-the-Job Training

After completion of the minimum of 60 hours basic training, all Detention Officers will receive an additional 40 hours of on-the-job training at specific post positions. This training includes:

- 1) Authority of supervisors and organizational code of conduct.
- 2) General information and special orders.
- 3) Security systems operational procedures.
- 4) Facility self-protection plan or emergency operational procedures.
- 5) Disturbance Control Team training.

d) Training During Initial 60 Day Period

The Contractor shall provide an additional 40 hours of training for Detention Officers within 60 days after completion of first 100 hours of training. The Contractor shall provide the training format and subjects, for approval by the COR and/or CO, prior to the commencement of training.

e) Basic First Aid and CPR Training

All Contractor employees shall be trained in basic first aid and CPR. They must be able to:

- 1) Respond to emergency situations within four minutes.
- 2) Perform cardiopulmonary resuscitation (CPR).
- 3) Recognize warning signs of impending medical emergencies.
- 4) Know how to obtain medical assistance.
- 5) Recognize signs and symptoms of mental illness.

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- 6) Administer medication.
- 7) Know the universal precautions for protection against blood-borne diseases.

2. Supervisory Training

All new Supervisory Detention Officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties. This training is in addition to mandatory training requirements for Detention Officers. Supervisory training shall include the following management areas:

- | | |
|---|-------|
| a) Techniques for issuing written and verbal orders | 2 HRS |
| b) Uniform clothing and grooming standards | 1 HR |
| c) Security Post Inspection procedures | 2 HRS |
| d) Employee motivation | 1 HR |
| e) Scheduling and overtime controls | 2 HRS |
| f) Managerial public relations | 4 HRS |
| g) Supervision of detainees | 4 HRS |
| h) Other company policies | 4 HRS |

Additional classes are at the discretion of the Contractor with the approval of the COR.

The Contractor shall submit documentation to the COR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

3. Proficiency Testing

The Contractor shall give each Detention Officer a written examination following each training class to display proficiency. The Contractor may give practical exercises when appropriate.

4. Certified Instructors

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COR. Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to the training course.

5. Training Documentation

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The Contractor shall submit a training forecast and lesson plans to the COR or ICE designee at least 30 days prior to all training. The training forecast shall provide date, time, and location of scheduled training and afford the COR observation/evaluation opportunity.

The Contractor shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COR or ICE designee.

V. DETENTION SERVICES

A. Detention Site Standards

The Contractor shall ensure that detention sites conform to ACA and DHS Standards. A fire and emergency plan shall exist and shall be aggressively managed. The Contractor shall ensure facilities conformance to the following:

1. Be clean, mold/mildew free, and vermin/pest free.
2. Have a suitable waste disposal program.
3. The Contractor shall provide and distribute suitable linens (sheets, pillowcases, towels, etc.).
4. The Contractor shall launder and change linens per PBNDS 2011 (REV. 2016).
5. The Contractor shall provide and distribute appropriate clean blankets.
6. The Contractor shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
7. The Contractor shall provide and distribute articles of personal hygiene (e.g., soap, personal deodorant, toothbrush, toothpaste, comb, toilet paper, and shaving equipment).

For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by a supervisor at a minimum of once per shift. The inspection shall be logged into the security logbook and be available for review by the COR or ICE designee.

All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and detainee tampering. The Contractor shall take immediate action to repair all defective equipment.

The facility shall be subject to periodic and random inspections by the COR, ICE designee, or other officials to ensure compliance with ICE Standards. Deficiencies shall be immediately rectified or a plan for correction submitted by the Contractor to the COR for approval.

B. Language Access

The Contractor is responsible for providing meaningful access to all programs and services (e.g., medical, intake, classification, sexual assault reporting) for individuals with limited English proficiency. This should be accomplished through active recruitment and hiring of Spanish-speaking staff, and professional interpretation and translation. Fifty percent (50%) or more bilingual staff is preferred but not required. Oral interpretation should be provided for detainees who are illiterate. Other than in emergencies, and even then, only for that period

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before appropriate language services can be procured, detainees shall not be used for interpretation or translation services. The Contractor should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. Telephones that can be used for this purpose must be available as directed by ICE. In addition, deaf detainees or residents shall have access to a TTY telephone. All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the ICE population with limited English proficiency.

C. Health and Medical Care Policies

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

1. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
2. Policies and procedures for prompt summoning of emergency medical personnel.
3. Policies and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.
4. Policies, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.
5. The Contractor shall notify the COR and/or ICE designee of all detainee requests for the need of medical treatment. These requests shall be addressed with urgency.
6. Policies and procedures addressing the identification, treatment and monitoring of detainees in withdrawal from alcohol and/or substance abuse.
7. Policies and procedures addressing the identification, treatment and monitoring of detainees with mental health conditions, to include the voluntary and involuntary administration of therapeutic medications.

D. Medical Services

The Government anticipates the transfer of Medical Services, including the services covered under Attachment 1-Comprehensive Mental Health Group Programming, to the ICE Health Services Corps in approximately September 2022. Therefore, the Government anticipates that it will not exercise the CLINs for Medical services (and Attachment 1) in the future option years.

The Contractor shall provide adequate space for health services, to include office and support space within the medical clinic.

The Contractor shall ensure quality health care delivery and accountability in compliance with detention standards through a continuous quality improvement (CQI) system that includes risk management, patient safety, and health services delivery quality assurance programs. The CQI system identifies, addresses, and monitors health care delivery for undesired outcomes and trends, including but not limited to those due to near miss occurrences, adverse events, sentinel events, and systemic processes or outcomes. Concerns identified from the CQI system risk assessment are addressed

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through corrective action plans.

The Contractor shall report all incidents, according to IHSC incident reporting criteria, to the FMC immediately. Detainee deaths while housed at the facility are subject to an IHSC directed mortality review, concurrent or subsequent root cause analysis for the purpose of identifying actual and potential process failures and errors.

The Contractor shall be responsible for providing health care services for ICE detainees at the Facility in accordance with the ICE PBNDS 2011 (REV. 2016), the NCCHC and/or ACA standards that are in place prior to obtaining a notice to proceed (NTP), and the PRR. Areas covered include, but are not limited to, infectious disease screening and treatment; emergent, acute and chronic care; on-site sick call; dental services; and mental health services. Also required is over the counter and prescription medications per the current ICE Health Service Corps (IHSC) Formulary (Attachment 2) and IHSC form 067 for approval of non-formulary medications (Attachment 3) or equivalent. Elicitation of a history and provision of required vaccinations per the Centers for Disease Control and Prevention (CDC) and the Advisory Committee for Immunization Practices (ACIP) recommendations is a requirement of all Contractors providing health care services for ICE detainees, at a minimum to address the population that are the highest risk (e.g., Diabetics, HIV, Cancer, Seizure, Heart Disease, Asthma, Cancer and over the age of 50, pregnant females and other special populations), as well as those necessary to address pandemic events according to guidance provided by the IHSC Field Medical Coordinator (FMC). On-site routine labs and CLIA waived testing will be a requirement of the Contractor. Off-site labs must be approved through the Medical Payment Authorization Request (MedPAR) system and will be paid for by IHSC. All routine medical supplies will be provided at no additional cost to the government or the ICE detainee. All the above costs except off site specialty care, emergent care, hospitalizations and approved formulary and non-formulary retail purchases of medications and durable medical equipment will be included in the bed day rate for this contract.

The exception would be any approved prescription medications that must be filled at a retail pharmacy location, to include approved non-formulary medications, or any approved newly marketed medication not currently available at the on-site pharmacy, as well as durable medical equipment identified as necessary by a medical provider. The mechanism for approval of retail purchases of medications is required of the clinical medical authority, as designated through the position description submitted by the Contractor, and durable medical equipment will be made available through the MedPAR system with assistance of the IHSC Field Medical Coordinator (FMC) or designee as needed.

1. In the event of a medical emergency, the Contractor shall proceed immediately to provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport to an appropriate emergent care facility, as needed. The Contractor shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC). At no time shall the Contractor or detainee incur any financial liability related to such services. All such services are submitted for approval through the MedPAR system. The primary point of contact for obtaining pre-approval for non-emergent care as well as the post-approval for emergent care will be the IHSC FMC assigned to this location.

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2. The Contractor shall furnish a twenty-four (24) hours a day/seven days per week emergency medical/dental/mental health care contact list which must include local hospitals and other off-site specialty care providers. The Contractor shall ensure they always have access to an off-site emergency medical provider.
3. The Contractor must make available a facility emergency evacuation procedure guide that includes any patients currently housed in a medical/mental health housing area, including any isolation rooms as well as other special housing areas within the facility. The Contractor must provide training on all emergency plans to the on-site medical staff, both initially and annually after hire.
4. A separate medical record, apart from the resident's social record/or alien file, is to be maintained by the authorized Contractor. Medical records will be created and maintained by the responsible authorized Contractor and/or the ICE contracted vendor. IHSC will have full and open access to all detainee medical records during custody and up through the record retention timeframe, and as stipulated by state and local regulations. These documents will be maintained and stored per the following:
 - a) ICE Health Service Corps uses the following retention requirement to maintain detainee health records for 10 years after release from custody for adults; the records for minors will be maintained until the minor reaches the age of 27 years. Records will be maintained in a format that is easily accessed and, in a location, that is secure, pest and vermin free environment, protected from fire, flood, humidity, dust, mildew, mold, and preferably climate controlled.
 - b) Upon his/her request, while in detention, a detainee or his/her designated representative shall receive information from their medical records. Copies of health records shall be released by the HSA directly to a detainee or their designee, at no cost to the detainee, within a reasonable timeframe after receipt by the HSA of a written authorization from the detainee. Medical records and/or a book-in packet must accompany the arriving detainee, unless ICE/ERO and facility officials have authorized other arrangements "Detainee Transfers" also requires that a Medical Transfer Summary accompany the detainee. If official health records accompany the detainee, they are to be placed in a sealed envelope or other container labeled with the detainee's name and A-number and marked "Confidential Medical Records." A copy of a detainee's medical records shall be transferred with the detainee upon request of the detainee. Otherwise, a medical transfer summary shall accompany each detainee outlining necessary care during transit and initial period of detention entry into another facility, including current medications, medical precautions, tuberculosis testing and evaluation status, equipment needed, and appropriately authorized methods of travel. It is preferred that the Contractor seek to provide an Office of the National Coordinator (ONC) certified electronic health record for recording all detainee encounters. If a paper record is used, the record format must adhere to the NCCHC and/or other National Health Record format.
5. The Contractor shall furnish on-site health care under this Agreement as defined by the Facility Local Health Authority (usually the Health Administrator) and as approved by the ICE Health Authority on the effective date of this Agreement. The Contractor shall not charge any ICE detainee a fee or co-payment for medical services or treatment provided at the Facility. The Contractor shall ensure that ICE detainees receive no lower level of onsite medical care and

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services than those spelled out in the PBNDS 2011 (REV. 2016) and based on community standards of care.

6. The Contractor shall ensure that all health care providers utilized for the care of ICE detainees are credentialed, to include: primary source verification, current licensure, certifications, and/or registrations within the State and/or City where they treat the detained population, and inquiry regarding sanctions or disciplinary actions (i.e., National Practitioner Data Bank). The Contractor shall retain, at a minimum, staffing levels as approved by IHSC at the time of implementation of this contract (Attachment 4 – see IHSC for individual staffing matrix by facility). The Contractor shall ensure that all health care staff employed under this agreement to provide care to ICE Detainees shall be licensed and/or certified as required by the State in which the designated facility covered under this agreement resides. At no time shall unlicensed and/or uncertified health care staff provide care to ICE Detainees.
7. The Contractor shall ensure that its healthcare system/employees solicit from each detainee requests for healthcare (sick call) daily and that this is tracked through a written system of accountability and within the health record with care delivered per the PBNDS 2011 (REV. 2016), NCCHC and/or ACA standards.

On-site health care personnel shall perform initial medical screening within 12 hours of arrival to the Facility utilizing IHSC Form 795A, or equivalent, in accordance with standard “4.3 Medical Care.” Each detainee shall be given an opportunity to shower and shall be issued clean clothing, bedding, towels, and personal hygiene items. Arrival screening shall include, at a minimum, all questions captured on the PBNDS Intake Screening Form (Attachment 5) or equivalent: testing for TB infection and/or disease, testing for COVID-19, and the elicitation and recording of past and present medical history (mental and physical, dental, pregnancy status, history of substance abuse, screening questions for other infectious disease, and current health status). Initial screening will also entail measurement of height, weight, and a complete set of vital signs (BP, P, R, and T). Blood sugar and O2 readings may be necessary dependent upon specified diagnosis or current medical concern exhibited or verbalized by the detainee and observed by medical provider.

- a) **A full health assessment to include a history and physical examination shall be completed within the first 14 days of an adult detainee arrival unless the clinical situation dictates an earlier evaluation. Detainees with chronic medical, dental, and/or mental health conditions shall receive prescribed treatment and follow-up care with the appropriate level of provider and in accordance with PBNDS 2011 (REV. 2016), NCCHC and/or ACA standards.**
- b) **Pregnancy Screening. Initial health screening will ensure that all female detainees/residents ages 10-56 complete a pregnancy test. The Field Operations Director (FOD) will be notified immediately regarding females determined to be pregnant, but no later than 72 hours after such determination. The field medical coordinator (FMC) and other IHSC personnel will coordinate with the Assistant FOD and /or FOD in ensuring that detention facility staff are aware of these notification requirements.**

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8. The Contractor must provide detainees with access to medical services, preferably on-site, or via telemedicine, with minimal wait times for community providers. Services provided shall include sick call coverage, provision of over the counter and prescription medications, treatment of minor injuries, treatment of special needs, mental health, and dental health assessments. All travel medications must be provided per the PBNDS 2011 (REV. 2016) requirement. The facility mental health program shall include appropriate group counseling, individual talk therapy, peer-support groups, and psychiatric services to meet the needs of the population.
9. The Contractor shall furnish mental health evaluations as determined by the Facility Local Health Authority and in accordance with the PBNDS 2011 (REV. 2016), NCCHC and/or ACA standards.
10. If the Contractor determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement (for example, condition needing life support, uncontrollable violence, or serious mental health condition), the Contractor shall notify their FMC and ICE. Upon such notification, the Contractor shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee. The Contractor should expect to be requested and attest to ICE that the detainee is medically cleared for transportation and advise ICE of the necessary precautions and equipment required for such transportation. IHSC FMC consultation regarding these matters is available at any time.

11. Hospitalization of Detainees

Upon order of the COR or designated ICE officer, or in an emergency, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. The contract employee will remain until relieved by another contract employee. Twenty-four-hour custody shall be maintained, with constant visual observation when practicable. The detainees shall not use the telephones unless the Contractor receives prior approval from the COR or other designated ICE official. The contract employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation is not permitted at the hospital. The contract employee will obtain a copy of the detainee medical records upon discharge and ensure those records are delivered to the medical clinic upon the detainee's return to the facility. To prevent any situation which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention shall be pre-approved by the COR(s) or other designated ICE official prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to the COR or other designated ICE official.

12. Manage a Detainee Death

The Contractor shall comply with PBNDS 2011 (REV. 2016), Standard 4.7 "Terminal Illness, Advanced Directives, and Death," in the event of a detainee injury or death. In the event of a detainee death, the Contractor shall immediately notify the COR or ICE designated official and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in

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the detainee's file. Personal property of the deceased shall be inventoried, and release coordinated with ICE to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

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

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy, who will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

The Contractor, in coordination with the COR or ICE-designee, shall ensure the body is turned over to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

13. The Contractor shall release any and all medical information for ICE detainees to IHSC representatives upon request.
14. The Contractor shall submit a Medical Payment Authorization (MedPAR) to IHSC for payment for off-site medical care (e.g., off-site lab testing, eyeglasses, prosthetics, specialty care, hospitalizations, emergency visits). The Contractor shall enter payment authorization requests electronically as outlined in the MedPAR User Guide: <https://medpar.ehr-icehealth.org>.
15. The Health Authority of the Contractor shall notify ICE and the FMC as soon as possible if emergency off site care will be or was required; and in no case more than 72 hours after the detainee received such care. Authorized payment for all off-site medical and/or mental health services beyond the initial emergency situation will be made by the Veterans Administration Financial Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).

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

16. The Contractor shall allow IHSC and ICE personnel access to its facility and ICE detainees' medical records for healthcare review, complaint investigations, and liaison activities with the local contract Health Authority and associated Contractor departments in accordance with HIPAA privacy exception at 45 CFR § 164.512 (k)(5)(i).
17. The Contractor shall provide ICE detainee medical records to ICE whether created by the Contractor or a sub-Contractor/vendor upon request from the Contracting Officer's Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i). This privacy exception allows disclosure without consent to a

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correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:

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

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

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

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

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19. Facility Requirements for Infectious Disease Screening

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

a) Tuberculosis Screening

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

Detainees who are identified with confirmed or suspected active TB (e.g., symptoms or chest radiograph suggestive of TB) will be placed in a functional airborne infection isolation room and managed in accordance with the PBNDS 2011 (REV. 2016) and all applicable CDC guidelines: <http://www.cdc.gov/tb/publications/guidelines/default.htm>. If there is no clinical or radiographic evidence suggestive of TB disease the detainee can be housed with the general population. Only a trained and qualified health care provider can perform chest radiography if the site has this capability, and only a credentialed radiologist can interpret these radiographs. The facility will have an alternative non-punitive process in place for detainees who refuse the TB screening assessment.

The Contractor will notify IHSC and the local health department of all detainees with confirmed or suspected TB disease, including detainees with clinical or radiographic evidence suggestive of TB. Notification shall occur within one working day of identifying a detainee with confirmed or suspected TB disease. Notification to local health departments shall identify the detainee as being in ICE custody and shall include the ICE detainee number and other identifying information. For detainees with confirmed or suspected TB disease, the Contractor will coordinate with IHSC and the local health department to facilitate release planning and referrals for continuity of care prior to release.

The Contractor will evaluate detainees annually for symptoms consistent with TB within one year of the previously documented TB evaluation. For detainees initially screened with a TST or IGRA with a negative result, annual evaluation will include testing with the same method as previously used. For detainees initially evaluated with a chest radiograph interpreted as not suggestive of TB disease, routine annual chest radiograph is not recommended.

b) Radiology Service Provider

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If the Contractor utilizes radiology for TB screening, the requirement should be built into the established bed day rate for this contract. The cost of equipment, maintenance, staff training, interpretation of the radiographs by credentialed radiologists, and the transmission of data to and from the detention facility will be charged directly to the facility.

20. Airborne Precautions

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

21. Employee Health

<https://www.osha.gov/law-regs.html>

<https://www.osha.gov/Publications/QandA/osha3160.htm>

Employee health files for all Contractors' employees must be maintained on-site. Health files are maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

- a. Initial and annual TB infection screening results.
- b. Vaccination records including results, titers, and Immunization Declination Form(s).
- c. OSHA 301 Incident forms.
- d. Blood borne pathogen exposure documentation.
- e. Respirator medical clearance.
- f. Respirator fit test results; and
- g. Other employee health documents.

The Contractor may initiate employment of an individual who has initiated the required vaccines schedule, and the individual hired may begin work on the contract if they meet all subsequent vaccine schedule requirements until fully vaccinated.

All Contractor personnel must provide documentation regarding the following:

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

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ii. Recommended Immunizations

Individuals employed by the Contractor in a custody or detention environment are at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella, seasonal influenza, and COVID 19. These diseases are vaccine preventable. Therefore, the following vaccinations are highly recommended for the Contractor's personnel. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required, and the COR must be notified of the refusal. ICE reserves the right to refuse Contractor employees that refuse vaccines.

- a. Hepatitis A.
- b. Hepatitis B; (Note: The U.S. Occupational Safety and Health Administration (OSHA) Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Refer to OSHA regulations <https://www.osha.gov/OshDoc/data/BloodborneFacts/bbfact05.html>)
- c. Varicella.
- d. Measles, Mumps, Rubella (MMR).
- e. Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f. Annual seasonal influenza.
- g. COVID-19

The Contractor's personnel will provide immunization documentation or titer results to the Health Services Administrator or the employer's designee for placement in the employee health file. It is recommended that the CDC's Immunization of Health- Care Workers: Recommendations of the Advisory Committee on Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC) be used as a reference for employee health immunization issues.

22. Standards of Medical Care

The Contractor is responsible for providing resources for evidence-based standards of medical care which can be used as a guide for treatment of most diagnosed health care concerns. The provider shall establish and make available to the government the vendor's proposed evidence-based standards of medical/mental health care within 90 calendar days from the contract award. See examples of resources below.

- a) Asthma
IHSC Sample Clinical Practice Guidelines (Attachment 6)
- b) Chemical dependence/ Intoxication/ Withdrawal
Federal Bureau of Prisons Clinical Practice Guideline: Detoxification of the Chemically Dependent Inmate. See IHSC Operations Memorandum 11-004 dated June 9, 2011 for reference.
http://www.bop.gov/resources/health_care_mngmt.jsp

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- c) Diabetes
Standards of Medical Care in Diabetes—2015 American Diabetes Association
http://care.diabetesjournals.org/content/38/Supplement_1
- d) Epilepsy
American Epilepsy Society
https://www.aesnet.org/clinical_resource_s/guidelines
- e) Gender Dysphoria
IHSC Sample Clinical Practice Guidelines (Attachment 6)
- f) Hepatitis A and B
Federal Bureau of Prisons Clinical Practice Guidelines for Hepatitis A, Hepatitis B and Cirrhosis.
http://www.bop.gov/resources/health_care_mngmt.jsp
- g) Hepatitis C
IHSC Sample Clinical Practice Guidelines (Attachment 6)
- h) HIV
NIH Guidelines for the Use of Antiretroviral Agents in HIV-1 Infected Adults and Adolescents
<http://www.aidsinfo.nih.gov/guidelines>
- i) Hypertension
IHSC Sample Clinical Practice Guidelines (Attachment 6)
- j) Lipids
2013 American College of Cardiology/American Heart Association Blood Cholesterol Guideline
2011 American Heart Association Scientific Statement: Triglycerides and Cardiovascular Disease <https://circ.ahajournals.org/content/123/20/2292.full.pdf>
- k) Sickle Cell Disease
IHSC Sample Clinical Practice Guidelines (Attachment 6)
- l) Tuberculosis
Tuberculosis Management Control Guide for IHSC Medical Clinics Centers for Disease Control and Prevention
<http://www.cdc.gov/tb/publications/guidelines/default.htm>
- m) Depression
Federal Bureau of Prisons Clinical Practice Guideline: Management of Major Depressive Disorder
http://www.bop.gov/resources/health_care_mngmt.jsp
- n) Schizophrenia
Federal Bureau of Prisons Clinical Practice Guideline: Pharmacological Management of Schizophrenia http://www.bop.gov/resources/health_care_mngmt.jsp

23. Quality Assurance (QA) Program

The Contractor shall implement an internal review and quality assurance program for the purposes of maintaining operations in accordance with the PBNDS 2011 (REV. 2016), NCCHC and/or ACA.

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The minimum data inputs for trending, analysis, planning, executing, and assessing the effectiveness of QA- and quality improvement (QI)-related activities and corrective actions will derive from data collected by means of formal incident reports (see below) and the IHSC electronic Quality Medical Care (QMC) Audit tool (Attachment 7). IHSC encourages facilities to collect additional data unique to the facility and its environment for use in their QA program.

The Contractor must complete and forward to the designated IHSC FMC the QMC tool report and an analysis of incident reports (Attachment 8) on a quarterly basis on the 10th of the month following the end of each fiscal year quarter (1st quarter –Oct, Nov, Dec; 2nd quarter-Jan, Feb, Mar; 3rd quarter-Apr, May, Jun; 4th quarter-Jul, Aug, Sept).

The clinical operation will be audited by IHSC every 6 months. This audit will be conducted by a designated IHSC Healthcare professional. In addition to the audit mentioned above the facility will be assessed for maintaining compliance with the NCCHC, ACA, and the PBNDS 2011 (REV. 2016) requirements.

The QA program shall include:

- a) Participation in a multidisciplinary QI committee.
- b) Collection, trending analysis, and evaluation of data, along with planning, interventions, and reassessments.
- c) Analysis of the need for ongoing education and training.
- d) On-site monitoring of health service outcomes on a regular basis through:
 - 1) Chart reviews (including investigation of complaints and quality of health)
 - 2) Review of practices for prescribing and administering medication.
 - 3) Investigation of complaints and grievances.
 - 4) Monitoring of corrective action plans.
 - 5) Reviewing all deaths, suicide attempts and illness outbreaks.
 - 6) Developing and implementing QI activities or corrective actions plans to address and resolve identified problems and concerns.
 - 7) Reevaluating problems or concerns to determine whether QI activities or corrective actions implemented achieved and sustained desired results.
 - 8) Incorporating findings of internal review activities into the organization's educational and training activities.
 - 9) Ensuring records of internal review activities comply with legal requirements on confidentiality of records.
 - 10) External peer review on an annual basis for all independently licensed medical professionals.

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The Contractor will achieve full NCCHC (Adult) accreditation within twelve (12) months of housing the first ICE detainee. After this period, the Contractor shall maintain accreditation compliance for the life of the contract.

24. Environmental Health

The Contractor shall implement all requirements of the Environmental Health and Safety sections of the current 2011 PBNDS (REV. 2016) in the health services areas, to include all areas where medical, dental, mental health, and intake medical screening services are performed. The Contractor shall implement all general housekeeping and environmental cleaning and disinfection in all areas where medical, dental, mental health, and intake medical screening services are rendered, including routine and terminal cleaning of medical housing and medical isolation units.

25. Electronic Health Record (eHR)

The Contractor will be responsible to purchase and maintain an ONC-CCHIT commercial-off-the-shelf (COTS) eHR that is compatible with ICE Health Service Corps (IHSC) prior to obtaining a Notice to Proceed. The Contractor shall procure and maintain their data in a GSA FedRAMP certified environment. The Requirements Traceable Matrix (RTM) document (Attachment 10) will provide the Contractor with requirements and configurations for the eHR. The Contractor shall replicate all eHR configurations at their own expense, if an alternative and compatible product is proposed.

The major Information Technology (IT) elements will include (end-user computing, cloud hosting, network connectivity, internal data integration, and external interfaces) defining the eHR system environment. These elements enable the operational use of the eHR and are part of the operational environment, which support and sustain the eHR system.

The Contractor is responsible for the FedRAMP Certified Cloud environment. This includes the applications and environments that are hosted, along with the interfaces among all the internal and external systems. The Contractor shall obtain Human Resources (HR) commercial-off-the-shelf (COTS) support as a subsystem under eHR in accordance with the requirements outlined below. The HR software will be deployed, hosted, and maintained as an operational system within the eHR cloud environment outlined in the paragraph below entitled, "eHR Cloud Provider Management." A development, test, training, and production environment will be installed for the HR software in accordance with the paragraph below entitled, "eHR Application Management Services." A cloud environment will need to be maintained for the lifecycle of eHR.

a) External Interfaces

External interfaces will be integrated with the eHR systems as part of agreements between the Contractor and the external medical support organizations. The Contractor will maintain the agreements with these organizations separately. The Contractor, in conjunction with their

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external medical support organization, is responsible for maintaining the interfaces to the eHR. The external interfaces that will provide data to the eHR are the following:

- Radiology (e.g., Teleradiology): Provides the results of the radiology scans, specifically tuberculosis screening is required for completing a medical examination. Images will be integrated with the eHR system.
- Laboratories (e.g., LabCorp and Quest Diagnostics): Provides lab results for detainees. Lab interfaces can provide and accept HL7 structured data and results will be displayed within the eHR system.

b) Enterprise License and Support

The Contractor will provide the full range of technical Health IT O&M services required to support and sustain the eHR system and the specialized medical applications that are mission critical to its operations. The Contractor shall also provide service desk support to maintain end-user efficiency. Specific services are:

- eHR Enterprise Licenses
- eHR Upgrades & Enhancements
- eHR Patient Portal (meets the PBNDS 2011 (REV. 2016))
- Project Management Support (see subparagraph d)
- System Operations and Maintenance (O&M) Support (see subparagraph e)
- Application Management Services (see subparagraph f)
- Maintain Licenses
- Cloud Provider Management (see subparagraph g)

The Contractor shall furnish all personnel, technical expertise, equipment, materials, transportation, security clearance and background investigation verification, and other items or services necessary to perform the work described in Section C.V.D.25- Electronic Health Record (eHR) of the RFP.

The Contractor shall:

- Provide all Maintenance and Technical Support on Contractor's installed equipment,
- Ensure the services are fully operable, able to stand alone, and able to integrate with ICE's eHR,
- Provide 24/7/365 technical support,
- Provide a 1-800/866 number available for technical support

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24/7/365,

- Provide all network capabilities, hardware, and software installation,
- Provide network connectivity. Full connectivity and testing of equipment shall be established and verified prior to the acceptance of detainees, and
- Provide a system that maintains at least a 99% uptime performance rate.

The Contractor shall be responsible for all Information Technology (IT) connections and to set up connectivity at the facility.

The Contractor shall be responsible for configuring, installing, and maintaining the secure remote connectivity and all remote workstation software residing on the remote user's workstation.

Data transmission security shall always be maintained.

The Contractor's Health IT solution shall support:

- HL7 Version 3 CCD, and
- American Society for Testing and Materials (ASTM) International CCR Standard E2369-05

c) eHR Applicable Policies and Standards

The Contractor shall comply with the latest version of all technology standards and architecture policies, processes, and procedures and Federal mandates applicable to the IHSC IT health care environment, including those defined in ICE OCIO Architecture Division publications. These publications include, but are not limited to, the following:

- DHS 4300A Sensitive Systems Handbook
- DHS 4300A Sensitive Systems Policy Directive
- DHS 4300B National Security Systems Handbook
- DHS Management Directive (MD) 4300, IT Systems Security Publication
- DHS MD 4010.2 (DRAFT), Section 508 Program Management Office & Electronic and Information Technology Accessibility
- ICE Technical Reference Model
- ICE Architecture Test and Evaluation Plan
- ICE Enterprise Systems Assurance Plan

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- ICE System Lifecycle Management (SLM) Handbook
- ICE Web Standards and Guidelines
- National Institute of Standards and Technology (NIST) Computer Security Resources Center (CSRC) standards, guidelines, and special publications
- Privacy Act of 1974
- Section 508 1194.2, Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220)

The Contractor shall adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities. The Contractor shall utilize HIPAA compliant systems with web viewing capability tool, encrypted data transmission, and cloud storage. The systems shall provide quality assurance solutions with community radiologist level review. The Contractor shall certify in their proposal submission they are and will maintain HIPAA compliance.

The following documents provide eHR specifications, standards, or guidelines that shall be complied with to meet the requirements of Section C.V.D.25 - Electronic Health Record (eHR):

- Health Level Seven International (HL7)
 - <http://www.hl7.org/>
- HIPAA (Health Insurance Portability and Accountability Act of 1996)
 - <http://www.hhs.gov/ocr/privacy/>
- The Joint Commission: National Patient Safety Goals Effective January 1, 2014
 - http://www.jointcommission.org/assets/1/6/HAP_NPSG_Chapter_2014.pdf

All eHR solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the Contractor shall comply with the following Homeland Security Enterprise and ICE Architecture requirements:

- All eHR developed solutions and requirements shall be compliant with the Homeland Security Enterprise (HLS EA).
- All eHR IT hardware and software shall be complaint with the

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ICE Technology Reference Model (TRM) Standards and Products Profile.

- Description information for all eHR data assets, information exchanges, and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.
- In compliance with Office of Management (OMB) mandate, all eHR network hardware shall be IPv6 compatible without modification, upgrade, or replacement.
- All eHR encryption shall be FIPS 197 Advanced Encryption Standard (AES) that has been FIPS 140-2 certified.

The Contractor shall not deviate from the eHR SLM process or ICE TRM without express approval received from the COR.

d) eHR Project Management Support

The Contractor shall implement all agreed upon governance and other applicable processes and define the appropriate service level and other service requirements.

The Contractor shall:

- Assign, administer, and manage Contractor personnel and resources based on project plan.
- Communicate progress on eHR implementation to Government Project Managers (PM) and executive managers.
- Provide advance notification of any delays in deployment of eHR.
- Ensure all CDF personnel adhere to the Department security policies directives, and guidance.
- Review all reports for accuracy and perform trends and performance analysis.
- Implement quality control measures.
- Provide and deliver ad hoc presentations and briefings.

e) eHR System Operations and Maintenance Support

The Contractor shall provide the O&M support necessary to ensure continuous operation of the environment and to provide required functionality to the CDF user community.

The Contractor shall:

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- Perform daily backup and recovery for project software and data to include off-site storage as required by ICE.
- Perform application tuning and performance monitoring as directed by ICE.
- Evaluate system log files.
- Maintain databases for storing IHSC data from designated systems and sources.
- Maintain FedRAMP Cloud environment.
- Perform testing, configuration management, and quality assurance testing of hardware, software, and applications as required by ICE and according to the SLM.
- Procure related firmware, vendor services, and software as directed by ICE.
- Provide subcontractor Service Desk support for Tier 2, and 3 during core hours of operation from 8:00 AM to 8:00 PM Eastern Time, Monday through Friday.
- Provide on-call subcontractor support (within 1 hour) for after core hours and weekends.
- Maintain and create/update, as necessary, the required Certification and Accreditation (C&A) documentation.
- Support and assist with annual C&A activities (i.e., self-assessments, contingency plan tests, vulnerability scan, etc.).
- Perform system hardening and testing in support of ICE C&A requirements
- Develop application development plans for the current eHR system, including minor upgrades, patches, fixes, problem resolution, change request, and enhancements.
- Perform corrective and adaptive software maintenance on custom built applications.

f) eHR Application Management Services

Data Storage and Integration: The Contractor must certify in writing at submission they will only utilize a GSA FedRAMP certified environment.

- FedRAMP certification must be maintained continuously throughout the life of the contract. If the Contractor (or its FedRAMP provider) loses its FedRAMP certification, the Contractor must report this information to the Government immediately in writing. The Contractor must, within thirty (30) days after losing FedRAMP certification, re-certify or contract with an authorized FedRAMP provider. Failure to comply will result in termination of the contract.
- The eHR data shall be stored solely in a GSA FedRAMP compliant environment (see <http://cloud.cio.gov/fedramp/cloud-systems>). Non-compliant FedRAMP systems shall result in a Factor 1 rating of “unacceptable”. The Contractor shall provide certificate or evidence of compliant FedRamp system.

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The Contractor shall propose an integrated solution that the eHR software vendor has reviewed and approved for implementation. This effort will include project management, development, testing, and deployment.

- The Contractor shall support Certification and Accreditation (C&A) efforts to ensure Federal Information Security Management Act (FISMA) compliance to ICE.

g) eHR Cloud Provider Management

The Contractor shall maintain a FedRAMP certified cloud environment and meet defined System Level Agreements (SLAs) for up time and maintenance.

- Maintain FISMA-Moderate Security Compliant cloud requirements for expanded eHR cloud environment
- Meet all SLA performance requirements to include expanded eHR cloud environment
- Maintain all cloud related eHR system components, including application services, database servers, and cloud infrastructure
- Provide project management support, reporting and coordination with facilities, network, security, and ICE.
- Track and resolve incidents.
- Maintain patch release service.
- Overall provisioning and O&M of the servers and associated security equipment.
- Perform rack, stack, and cable management tasks.
- Connect devices to the power grid and network infrastructure as specified by ICE.
- Set up equipment, install server image, and provide basic configuration in accordance with ICE-provided specifications.
- Test and document the basic system.
- Perform component monitoring (host disks, file systems, host processors and memory).
- Install and maintain system-level software.
- Perform system performance tuning.
- Perform operating system (OS) and security patch management, testing, implementation, and reporting.
- Install and maintain OS software
- Provide performance monitoring monthly reports to include monthly CPU average availability for all eHR servers, calculated by (total time– down time) / (total time – maintenance window).

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- Provide average sustained monthly peak CPU utilization for all servers, calculated by the (sum of business days that eHR sustained five-minute peak CPU utilization) / number of servers / # business days). Peak utilization shall be defined as 90% or greater CPU utilization.

h) eHR Required Performance Objectives:

The tables below establish the elements of Contractor performance that represents mission essential service requirements. The *Required Performance Objectives for eHR Disaster Recovery* and *General eHR Minimum Acceptable Quality Levels (AQLs)* represent the standard against which performance will be measured in relation to the Quality Assurance Surveillance Plan (QASP -Attachment 14) and the Performance Requirements Summary (PRS – Attachment 14A). The tables below outline the minimum acceptable levels of service to maintain satisfactory performance.

Required Performance Objectives for eHR Disaster Recovery			
	Component Failure	Server Failure	Primary Site Failure
Recovery Time Objective	4 hours or less	4 hours or less	Within 48 hours
Recovery Point Objective	4 hours	4 hours	24 hours

General eHR Minimum Acceptable Quality Levels (AQLs)		
Metric	Unit of Measure	Minimum Acceptable Quality Level (AQL)
Equipment	100% Uptime 24/7/365	>99.0%
	Scheduled downtime for Maintenance	<= 4 hours per month
	Repairs & Technical Support Downtime shall not exceed 4 hours after notification of problem	>99.0%
	Meantime between failure (MTBF)	25,000 operating hours
Transition in Continuation of Services	eHR equipment & vendor's staff on site during business hours and after hours as needed 24/7/365	>99.0%
eHR Consultations	24/7/365 availability by phone for consultations regarding critical requests	>99.0%
Daily Volume & Status Report and Monthly Report	Submission of Reports in accordance with requirements	>95.0%
Transition Weekly Status Report	Submission of Report in accordance with requirements	>95.0%

i) eHR Compliance Terms and Conditions

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- **Accessibility Requirements (Section 508):** Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

- Section 508 Applicable EIT Accessibility Standards:
 - 36 CFR 1194.21 Software Applications and Operating Systems applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to government off-the-shelf (GOTS) and commercial off-the-shelf (COTS) software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.
 - 36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous JavaScript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.
 - 36 CFR 1194.26 Desktop and Portable Computers, applies to all desktop and portable computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.
 - 36 CFR 1194.31 Functional Performance Criteria applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.
 - 36 CFR 1194.41 Information Documentation and Support applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a

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minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Section 508 Applicable Exceptions: Exceptions for this statement of work have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COTR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the Contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those Contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

Section 508 Compliance Requirements: 36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

VI. REQUIRED ADMINISTRATION AND MANAGEMENT SERVICES

A. Manage the Receiving and Discharge of Detainees

1. In accordance with PBNDS 2011 (REV. 2016), the Contractor will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed for classification purposes, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

The Contractor shall provide a detainee classification system that adheres to the requirements of PBNDS 2011 (REV. 2016), Standard 2.2 "Custody Classification System," and ensures detainees are classified appropriately using objective criteria. Detainees will be classified upon arrival, before being admitted to the general detainee population. The Contractor will periodically re-classify detainees, in accordance with the PBNDS 2011 (REV. 2016).

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2. The Contractor shall effectuate departures. Effectuating departure requires Contractor employees to perform detainee-related activity including but not limited to: positive identification, documentation preparation and review, provision of any sack lunches required, transportation, escorting and returning all DHS documentation to the appropriate DHS supervisor upon completing the escort assignment. In addition, Contractor employees shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating departure that were accomplished, performed, carried-out, and done and in transactions involving the detainee(s), when required in a legal setting, deposition, or court of law.

The time, point, and manner of release from a facility shall be consistent with safety considerations and shall consider special vulnerabilities. Facilities that are not within a reasonable walking distance of, or that are more than one mile from, public transportation shall transport detainees to local bus/train/subway stations prior to the time the last bus/train leaves such stations for the day. If public transportation is within walking distance of the detention facility, detainees shall be provided with an information sheet that gives directions to and describes the types of transportation services available. However, facilities must provide transportation for any detainee who is not reasonably able to walk to public transportation due to age, disability, illness, mental health or other vulnerability, or as a result of weather or other environmental conditions at the time of release that may endanger the or safety of the detainee. Upon release, detainees shall also be provided with a list of shelter services available in the immediate area along with directions, including public transportation options, to each shelter. Prior to their release, detainees shall be given the opportunity to make a free phone call to a friend or relative to arrange for pick up from the facility. As practicable, detainees shall be provided with a laundered set of their own clothing, or one set of non-institutional clothing and footwear, weather appropriate, for their final destination.

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

The Contractor is solely responsible for all detainee personal property (i.e., stolen/misplaced goods due to Contractor negligence and/or mishandling of detainee personal property). The Contractor shall provide written policies and procedures in managing the detainee's personal property.

The safeguarding of detainees' personal property will include: the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property. In accordance with the PBNDS 2011 (REV. 2016), every housing area shall include a designated storage area. This area shall contain a lockable or other securable space for storing detainee authorized personal property.

Written procedures shall be established for returning funds, valuables, and personal property to a detainee being transferred or released that adheres to the requirements of ICE policy. The Contractor shall ensure that all detainees who are scheduled for either transfer or release are given all funds (in cash or check, whichever is deemed appropriate by the ICE COR or designated ICE official) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee. This includes the out-processing of detainees on all removal flights. For such removal flights, the Contractor will provide all necessary items for removal processing.

C. Securely Operate the Facility

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Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed, in accordance with PBNDS 2011 (REV. 2016). The procedures shall include but are not limited to: method of inspection to expose compromised locks or locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and locking mechanisms; policy for restricting security keys from 24-hour issue or removal from the institution; and method of issuing emergency keys.

Staff responsible for lock maintenance shall receive training and be certified from a Government-approved training program specializing in the operation of locks and locking mechanisms.

The Contractor shall provide constant armed perimeter surveillance of the facility.

D. Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault

The Contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program in accordance with PBNDS 2011 (REV. 2016), Standard 2.11, "Sexual Abuse and Assault Prevention and Intervention," and all facility requirements of DHS PREA ("Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014), as outlined in Attachment 12). This program shall include training and/or information that is given separately to both staff and detainees.

E. Collect and Disseminate Intelligence Information

Policy and procedures for collecting, analyzing, and disseminating intelligence information regarding issues affecting safety, security, and the orderly running of the facility shall be developed. This information shall include, but not be limited to: gang affiliations; domestic terrorist groups; tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.); narcotics trafficking; mail and correspondences; detainee financial information; detainee telephone calls; visiting room activity; and actions of high-profile detainees. The Contractor shall share all intelligence information with the Government.

F. ICE Notifications

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

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significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

Pursuant to ICE instructions, the Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public.

The Contractor will complete all notifications to ICE/ERO as outlined in the PBNDS 2011 (REV. 2016).

G. Maintain Institutional Emergency Readiness

The Contractor shall submit an institutional emergency plan that will be operational prior to issuance of the NTP, in accordance with PBNDS 2011 (REV. 2016), Standard 1.1 “Emergency Plans.” The plan shall receive the concurrence of the COR prior to implementation and shall not be modified without the further written concurrence of the CO.

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

Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Contractor shall reimburse the Government for any and all expenses incurred in providing such assistance.

The Contractor shall submit to the COR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. The COR, prior to issuance of the NTP, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by the Contractor shall always be consistent with all applicable policies of PBNDS 2011 (REV. 2016) Standard 2.15, “Use of Force and Restraints.”

H. Manage Computer Equipment and Services in Accordance with all Operational Security Requirements

The Contractor shall comply with all federal security and privacy laws and regulations established to protect federal systems and data. The Contractor shall inform all personnel of the confidential nature of ICE detainee information.

The Contractor shall restrict access to data information pertaining to ICE detainees to authorized employees with the appropriate clearance who require this information in the course of their official duties.

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The Contractor may not disclose information pertaining to ICE detainees to a third party without written permission from the COR.

The Contractor shall develop a procedural system to identify and record unauthorized access or attempts to access ICE detainee information. The Contractor shall notify the COR or ICE-designee within four hours of a security incident.

I. Manage and Maintain a Commissary

A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to purchase from the commissary at least once per week. These items will not include those items prohibited by the Warden/Facility Director. All items available at the commissary must be approved by the COR or ICE-designee. The commissary inventory shall be provided to the COR upon request. Notice of any price increases must be provided to the COR. The Contractor may assess sales tax to the price of items if state sales tax is applicable.

Revenues shall be maintained in the facility commissary account and not commingled with any other funds. If funds are placed in an interest-bearing account, the interest earned shall be credited to the detainees. Any expenditure of funds from the account shall only be made with the approval of the CO. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility. Using these funds for any expense for which the Contractor is required to pay is prohibited. The Contractor shall provide independent auditor certification of the funds to the COR every 90 days.

At the end of the contract period, or as directed by the CO, a check for any profits remaining in this account associated with detainee commissary purchases shall be made payable to the Treasury General Trust Fund and given/transmitted to the CO.

Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts). Outside funds or those generated from work may be used to pay for products and services from the commissary.

J. Manage and Maintain a Detainee Telephone System (DTS)

1. The Contractor shall provide detainees with reasonable and equitable access to telephones as specified in PBNDS 2011 (REV. 2016), Standard 5.6 "Telephone Access." Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
2. The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. The detention services Contractor shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor shall set the price for all DTS telephone services in accordance with the ICE DTS contract. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Contractor. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and

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operation of the system. The detention services Contractor shall not be entitled to any commissions, fees, or revenues generated using the DTS or the detainee telephones.

3. Video phones, portable electronics or other enhanced telecommunications features provided by the DTS Contractor to ICE detainees at no cost to ICE. The Contractor shall ensure these features may not in any way compromise the safety and security of the detainees, staff, or the facility. Any new or enhanced telecommunications features must be integrated within the DTS service and can NOT be a separate system or software from the DTS service. Such capabilities include video visitation, limited web access for law library, email, kites, commissary ordering, educational tools, news, sports, and video games. Pricing for the use of these technologies will be set by the DTS provider. The detention services Contractor shall not be entitled to any commissions, fees, or revenues generated from video phones, portable electronics, or enhanced telecommunications features provided by the DTS Contractor.
4. The Contractor shall inspect telephones for serviceability, in accordance with ICE 2011 Performance-Based National Detention Standards and ICE policies and procedures. The Contractor shall notify the COR or ICE designee of any inoperable telephones.

5. ICE DTS Contractor Information:

Talton Communications
910 Ravenwood Dr.
Selma, AL 36701

[REDACTED]
Customer Relations Manager
(334) 375-[REDACTED]
[REDACTED]@taltoncommunications.com

[REDACTED]
Operations Manager
(334) 375-[REDACTED]
[REDACTED]@taltoncommunications.com

VII. FACILITY SECURITY AND CONTROL

A. Security and Control (General)

The Contractor shall maintain a copy of facility post orders for employee review within the areas of assignment and shall initiate responses to any incidents as outlined in the post orders. Contractor employees shall write reports of incidents as outlined in the post orders.

The Contractor shall operate and control all designated points of access and egress on the site, such as, detainee housing units, pods, barracks, courtrooms, medical facilities, and hold rooms. The Contractor shall inspect all packages carried in or out of site in accordance with ICE procedures. The Contractor shall comply with ICE security plans.

The Contractor shall comply with all the PBNDS 2011 (REV. 2016) pertaining to the security and control of the detention facilities. The Contractor shall adhere to local operating procedures within each facility.

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SECTION I:
CONTRACT CLAUSES

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

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

Number	Titles	DATE
52.202-1	Definitions	Jun 2020
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-7	Anti-Kickback Procedures	Jun 2020
52.203-8	Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement 2020to Inform Employees of Whistleblower Rights	Jun
52.204-2	Security Requirements	Aug 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-22	Alternative Line-Item Proposal	Jan 2017
52.204-23	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Jul 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Aug 2020
52.210-1	Market Research	Jun 2020
52.211-11	Liquidated Damages—Supplies, Services, or Research and Development	Sep 2000
52.211-13	Time Extensions	Sep 2000
52.215-2	Audit and Records – Negotiations	Oct 2010
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997

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52.215-10	Price Reduction for Defective Cost or Pricing Data	Aug 2011
52.215-12	Subcontractor Cost or Pricing Data	Jun 2020
52.215-14	Integrity of Unit Prices	Jun 2020
52.215-15	Pension Adjustments and Asset Reversions	Oct 2010
52.215-18	Revisions for Adjustment of Plans for Postretirement Benefits (PRB) Other than Pension	Jul 2005
52.215-19	Notification of Ownership Changes	Oct 1997
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-4	Contract Work Hours and Safety Standards Act– Overtime Compensation	Mar 2018
52.222-50	Combating Trafficking in Persons	Oct 2020
52.223-2	Affirmative Procurement of Bio-based Products Under Service or Construction Contracts	Sep 2013
52.223-5	Pollution Prevention and Right-To-Know Information	May 2011
52.223-6	Drug-Free Workplace	May 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	Aug 2018
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Jun 2020
52.223-19	Compliance with Environmental Management Systems	May 2011
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2021
52.227-1	Authorization and Consent	Jun 2020
52.229-3	Federal, State, and Local Taxes	Feb 2013
52.230-2	Cost Accounting Standards	Jun 2020
52.230-6	Administration of Cost Accounting Standards	Jun 2010
52.232-1	Payments	Apr 1984
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.232-23	Assignment of Claims	May 2014
52.232-25	Prompt Payment	Jan 2017
53.232-33	Payment by Electronic Funds - System for Award Management	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013

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52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes – Fixed Price Alternate I (Apr 1984)	Aug 1987
52.243-3	Changes – Time-and-Materials or Labor Hours	Sept 2000
52.244-5	Competition in Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Nov 2020
52.245-1	Government Property	Jan 2017
52.245-9	Use and Charges	Apr 2012
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991
HSAR CLAUSES		
3052.203-70	Instructions for Contractor Disclosure of Violations	Sep 2012
3052.205-70	Advertisements, Publicizing Awards, and Releases	Sep 2012
3052.219-71	DHS Mentor Protégé Program	Jun 2006
3052.222-70	Strikes or Picketing Affecting Timely Completion Of the Contract Work	Dec 2003
3052.242-72	Contracting Officer's Technical Representative	Dec 2003

I.2. CLAUSES INCORPORATED IN FULL TEXT

52.204-1 Approval of Contract (Dec 1989)

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

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

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

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

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(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

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

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

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.

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

Covered article means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

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(c) *Reporting requirement.*

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018)

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

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(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. (1) The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference. As used in this clause-

(i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) "Materials" means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

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(E) Indirect costs specifically provided for in this clause.

(iv) "Subcontract" means any contract, as defined in FAR [subpart 2.1](#), entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line-item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice;

and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

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

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

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(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at [2.101](#), the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately*

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the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'")."]

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended, and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

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(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts;

and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

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(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by [33.211](#) if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by

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the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at [52.212-5](#).

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(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jan 2021)

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

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

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

[Contracting Officer check as appropriate.]

☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

☒ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#))).

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

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

☐ (5) [Reserved].

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

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

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).

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

___ (10) [Reserved].

___ (11)

(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-3](#).

___ (12)

(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-4](#).

___ (13) [Reserved]

___ (14)

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

___ (ii) Alternate I (MAR 2020) of [52.219-6](#).

___ (15)

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

___ (ii) Alternate I (MAR 2020) of [52.219-7](#).

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

___ (17)

(i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (NOV 2016) of [52.219-9](#).

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- ☒ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ☐ (iv) Alternate III (JUN 2020) of [52.219-9](#).
- ☐ (v) Alternate IV (JUN 2020) of [52.219-9](#)
- ☐ (18)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ☐ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- ☐ (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ☒ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ☐ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).
- ☐ (22)
- (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (NOV 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ☐ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).
- ☐ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ☐ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15U.S.C. 637\(a\)\(17\)](#)).
- ☒ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- ☐ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).
- ☒ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- ☐ (30)

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(i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

___ (ii) Alternate I (FEB 1999) of [52.222-26](#).

___ (31)

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

___ (ii) Alternate I (JUL 2014) of [52.222-35](#).

___ (32)

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

___ (ii) Alternate I (JUL 2014) of [52.222-36](#).

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

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

___ (35)

(i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).

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

(36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

___ (37)

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

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

___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

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

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___ (40)

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

___ (ii) Alternate I (OCT 2015) of [52.223-13](#).

___ (41)

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

___ (ii) Alternate I (Jun2014) of [52.223-14](#).

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

___ (43)

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

___ (ii) Alternate I (JUN 2014) of [52.223-16](#).

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

___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

___ (47)

(i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (JAN 2017) of [52.224-3](#).

___ (48) [52.225-1](#), Buy American-Supplies (JAN2021) ([41 U.S.C. chapter 83](#)).

___ (49)

(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)([41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (JAN 2021) of [52.225-3](#).

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___ (iii) Alternate II (JAN 2021) of [52.225-3](#).

___ (iv) Alternate III (JAN 2021) of [52.225-3](#).

___ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#)Note).

___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).

___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

X (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

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___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (FEB 2006) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

☒ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

☒ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☒ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

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

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

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

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

(e)

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).

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

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

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

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

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

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

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

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).

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

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

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

(xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

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

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

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

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(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

52.216-18 Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 16, 2021 through October 15, 2026.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Ordering Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of the total value of the CLIN set forth in this contract schedule;

(2) Any order for a combination of items in excess of the total combined value of the CLINs set forth in this contract schedule; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the

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Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity (Oct 1995)

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

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

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

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

52.216-27 Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 days before the contract expires.

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The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors. (OCT 2021) (DEVIATION)

(a) *Definition*. As used in this clause -
United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority*. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance*. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

3052.204-70 Security Requirements For Unclassified Information Technology Resources (Jun 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

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(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within 30 days after contract award, the Contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 *et seq.*); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

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

(c) Examples of tasks that require security provisions include -

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the Contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the Contractor shall return all sensitive DHS information and IT resources provided to the Contractor during the contract and certify that all non-public DHS information has been purged from any Contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the Contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the approved accreditation documentation.

3052.204-71 Contractor Employee Access (Sep 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to

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which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
 - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
 - (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
 - (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the

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public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

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

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

ALTERNATE II (JUN 2006)

Alternate II (JUN 2006) When the Department has determined contract employee access to sensitive information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to IT resources, add the following paragraphs:

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

(h) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

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

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835

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of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

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

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

- (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C.395(b)(1).
- (2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

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

(e) Treatment of Certain Rights.

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) other similar interests.

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

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

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

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

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

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

(End of clause)

3052.215-70 Key Personnel or Facilities (Dec 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be

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changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

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

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

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

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

- (1) "Commercial," as applied to an item described in subsection (b) of this clause, means an item of supply, whether an end product or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.
- (2) "Component" means any item supplied to the Government as part of an end product or of another component.
- (3) "End product" means supplies delivered under a line item of this contract.
- (4) "Non-commercial," as applied to an item described in subsections (b) or (c) of this clause, means an item of supply, whether an end product or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.
- (5) "Qualifying country" means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.
- (6) "United States" includes the possessions of the United States.

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

- (1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or
- (2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying equipment (such as field packs), textile marine equipment, parachutes or bandages.

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

- (1) Cotton and other natural fiber products.
- (2) Woven silk or wovensilk blends.
- (3) Spun silk yarn for cartridge cloth.
- (4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).
- (5) Canvas products.
- (6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
- (7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).

(d) This clause does not apply--

- (1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;
- (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool is not more than 10 percent of the total price of the end product; or
- (3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.

Privacy Requirements for Contractors and Personnel

In addition to FAR 52.224-1 Privacy Act Notification (APR 1984), 52.224-2 Privacy Act (APR 1984), FAR 52.224-3 Privacy Training (JAN 2017), and HSAR Clauses, the following instructions must be included in their entirety in all contracts.

Limiting Access to Privacy Act and Other Sensitive Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974, the Contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at <https://www.dhs.gov/system-records-notices-sorns>. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching GovInfo, available at <https://www.govinfo.gov> that replaced the FDsys website in December 2018. SORNs may be updated at any time.

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Contractor, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Contract. The role of the Government in quality assurance is to ensure performance standards as well as all contractual requirements are achieved and maintained. The Contractor shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Contractor's QCP, upon approval by the Government, will be made a part of the resultant Contract.

This QASP is designed to provide an effective surveillance method to monitor the Contractor's performance relative to the requirements listed in the Contract. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Contractor is required to furnish.

This QASP is based on the premise the Government will validate that the Contractor is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Contractor and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS) with 2016 revisions. The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Representative (COR): The COR interacts with the Contractor to inspect and accept services/work performed in accordance with the technical standards prescribed in the Contract. The Contracting Officer issues a written memorandum that appoints the COR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE 2011 PBNDS with 2016 revisions at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Contract.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COR and Contracting Officer confirm resolution or correction and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur in accordance with the percentages listed in Attachment 18A - Performance Requirements Summary. The Contractor will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Contractor shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements of the contract (Sections C-J including contract attachments). (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Contractor to validate its operations and assure ICE that the services meet the performance standards.

The Contractor's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Contractor's QCP activities should be provided to the COR as requested.

The frequency and type of the Contractor's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Contractor is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS with 2016 revisions; however, certain key documents shall be produced by the Contractor to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Contractor shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, mental health programming scores, etc.)
- Staff training records

- Contract discrepancy reports (CDRs)
- Investigative reports
- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

ICE will monitor the Contractor's compliance with the Performance Standards as well as the contractual requirements (Sections C-J including contract attachments) using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Contractor's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

5.1 Documentation Requirements: The Contractor shall develop and maintain all documentation as prescribed in the PBNDS and the contract (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards and contract, the Contractor shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

The G-391 Upload Template Attachment listed in Section J of the contract shall be completed and validated by the contractor on a monthly basis so that there are no errors for each of the trips in the G-391 upload template. Errors are indicated by rows, columns, and cells that are highlighted when the vendor checks the validation using the tool. If the COR identifies errors that have not been corrected, they will resend the report to the vendor to fix and resubmit within 5 business days. All reports must align with invoice amounts and dollar values.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Contractor based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope of the Contract, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Contractor at least 30 calendar days in advance of implementation of the new standard(s). If the Contractor is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Contractor may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques

and instructions at any time during performance without notice to the Contractor, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Contractor to receive full payment as identified in the Contract. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Contractor's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. As a result of its surveillance, the Contractor will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Contractor's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government **deducts** (vs. "withholds") amounts from the Contractor's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Contractor has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Contractor has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

- (a) Based on the inspection of the Contractor's performance, the COR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally,

with the COR and Contractor working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.

- (b) When a CDR is required to document performance issues, it will be submitted to the Contractor with a date when a response is due. Upon receipt of a CDR, the Contractor shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Contractor shall return the CDR with the action planned or taken noted. After the COR reviews the Contractor's response to the CDR including its planned remedy or corrective action taken, the COR will either accept the plan or correction or reject the correction or plan for revision and provide an explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Contractor.
- (c) The COR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COR's recommendation and forward the CDR along with any relevant supporting information to the Contractor in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Contractor's notification that the correction has been made, the COR may re-inspect the Facility. Based upon the COR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Contractor terminates the Contract, those funds will not be released. The Contractor may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the

Contractor is not relieved of full performance of the required services hereunder; the Contract may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.

(g) The COR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Contract. Any complaints made known to the COR will be logged and forwarded to the Contractor for remedy. Upon notification, the Contractor shall be given a pre- specified number of hours after verbal notification from the COR to address the issue. The Contractor shall submit documentation to the COR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Contractor shall document its findings and notify the COR.

10. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

Attachment 18A – Performance Requirements

FUNCTIONAL AREA/ WEIGHT	ACCEPTABLE QUALITY LEVEL and/or PERFORMANCE STANDARD (PBND 2011)	WITHHOLDING/DEDUCTION CRITERIA
Safety (20%) Addresses a safe work environment for staff, volunteers, contractors and detainees	PBND References: Part 1 - SAFETY 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	A Contract Discrepancy Report that cites violations of cited PBND or SOW (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
Security (20%) Addresses protection of the community, staff, contractors, volunteers and detainees from harm	PBND References: Part 2 - SECURITY 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.	A Contract Discrepancy Report that cites violations of PBND or SOW (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Order (10%) Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	PBND Reference: Part 3 - ORDER 3.1 Disciplinary System.	A Contract Discrepancy Report that cites violations of PBND or SOW (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
Care (20%) Addresses contractor responsibility to provide for the basic needs and personal care of detainees	PBND References: Part 4 - CARE 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death; 4.7 Electronic Quality Medical Care (QMC) reporting, and; 4.8 Disability Identification, Assessment, and Accommodation; SOW Section V.(D.) (Medical) and related Attachments including Comprehensive Mental Health Group Programming	A Contract Discrepancy Report that cites violations of PBND or SOW (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Activities (10%) Addresses contractor responsibilities to reduce the negative effects of confinement	PBND References: Part 5 - ACTIVITIES 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation;	A Contract Discrepancy Report that cites violations of PBND or SOW (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the

Attachment 18A – Performance Requirements

FUNCTIONAL AREA/ WEIGHT	ACCEPTABLE QUALITY LEVEL and/or PERFORMANCE STANDARD (PBNS 2011)	WITHHOLDING/DEDUCTION CRITERIA
	5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.	standard or section.
Justice (10%) Addresses contractor responsibilities to treat detainees fairly and respect their legal rights	PBNS References: Part 6 - JUSTICE 6.1 Detainee Handbook; 6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.	A Contract Discrepancy Report that cites violations of PBNS or SOW (contract) sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Administration and Management (10%) Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	PBNS References: Part 7 - ADMIN & MANAGEMENT 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees; 7.5 Transportation Reporting requirements (G-391 Upload Template) 7.6 Pre-Transition and Transition Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	A Contract Discrepancy Report that cites violations of PBNS or SOW (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Workforce Integrity (10%) Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity or SOW (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Detainee Discrimination (10%) Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability	Discrimination Prevention 4-ALDF-6B-02-03	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination or SOW (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment B – Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER
Report Number:			Date:
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / SOW or Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)			
6. TO: (COR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COR			
CONTRACTING OFFICER			



ADAMS COUNTY
HEALTH DEPARTMENT
Together for a Healthier Adams County

Adams County Health Department
4430 S. Adams County Pkwy.
Brighton, CO 80601
303.220.9200
adamscountyhealthdepartment.org

PUBLIC HEALTH ORDER

**REQUIREMENTS FOR COMMUNICABLE DISEASE INVESTIGATION IN RESPONSE TO KNOWN
TUBERCULOSIS AT GEO AURORA ICE PROCESSING CENTER**

June 25, 2026

The Adams County Health Department hereby issues this Public Health Order setting forth requirements and guidance for GEO Aurora ICE Processing Center regarding the communicable disease investigation in response to known tuberculosis at the facility. The immediate issuance of this Order is necessary for the preservation of public health, safety, and welfare in Adams County.

FINDINGS

WHEREAS, Adams County Health Department (“ACHD”) became aware of a suspected case of tuberculosis in the GEO Aurora ICE Processing Center on June 11, 2026, which was confirmed to be infectious tuberculosis disease by ACHD on June 22, 2026.

WHEREAS, pursuant to Colorado Revised Statutes §§ 25-1-506 and 509, and §§ 25-4-506 through 509, ACHD has the following powers and duties within the territorial limits of Adams County:

- Administer and enforce public health laws, orders, rules, and standards;
- Investigate and control the causes of communicable diseases and conditions affecting public health;
- Use every available means to immediately investigate all reported and suspected cases of tuberculosis, determine the sources of such infections, and identify and evaluate all contacts of such cases, and offer treatment as appropriate;
- Inspect and have access to all medical records where persons with known or suspected tuberculosis are treated;
- Provide consultation services regarding the control of tuberculosis and the care of persons having tuberculosis to persons having responsibility for the care of persons with tuberculosis;
- Exercise physical control over property and persons as the agency may find necessary to establish and enforce isolation and quarantine;
- Investigate and abate nuisances when necessary to eliminate sources of communicable diseases and conditions affecting public health; and

BOARD OF HEALTH

Dee Dee Gilliam

Brett Keiling

Jeremiah Lindemann

Sheela Mahnke

Lisa Winkler

- Make necessary sanitation and health investigations and inspections for matters affecting public health.

WHEREAS, the Denver Health and Hospital Authority, Public Health Institute Tuberculosis Clinic (“Denver TB Clinic”) is a contracted agent of ACHD to provide services related to tuberculosis treatment and control.

NOW THEREFORE, Pursuant to the statutory duties and authorities granted to and/or imposed upon ACHD, ACHD orders the following:

ORDER

I. REQUIRED PUBLIC HEALTH REPORTING

To address potential and actual communicable disease and safety, GEO Aurora ICE Processing Center must provide the following information, via secure electronic communication, to ACHD and Denver TB Clinic in writing:

1. All medical records in possession of GEO Aurora ICE Processing Center for the individual with confirmed tuberculosis, no later than 5:00 pm on June 25, 2026.
2. A line list of staff and detainees determined to be exposed to tuberculosis, using the template provided by Denver TB Clinic, no later than 5:00 pm on June 26, 2026. Follow Denver TB Clinic instructions for determining exposures and data to include for each individual exposed.
3. Records and information related to ventilation, including medical spaces, if requested by ACHD or Denver TB Clinic during the course of the investigation.
4. Any additional information deemed necessary by ACHD or Denver TB Clinic for the treatment and control of tuberculosis.

II. REQUIRED PUBLIC HEALTH ACTIVITIES

To address potential and actual communicable conditions and safety, GEO Aurora ICE Processing Center must:

1. Allow ACHD and Denver TB Clinic staff to interview the individual with confirmed tuberculosis, no later than 5:00 pm on June 30, 2026. The interview shall be conducted privately and in a manner that maintains the confidentiality of the individual's health information, as required by [6 CCR 1009-1](#).
2. Allow ACHD and Denver TB Clinic staff to interview, test, and provide education to any individuals exposed to tuberculosis. Interviews must be conducted confidentially as required by [6 CCR 1009-1](#).

3. Allow ACDH and Denver TB Clinic staff to review facility records used to determine who was exposed to tuberculosis and for what duration, including but not limited to housing logs and staffing records.
4. Allow ACHD and Denver TB Clinic staff to review written communications or be present for any group education (e.g., “Town Hall” events) provided by GEO Aurora ICE Processing Center to individuals exposed to tuberculosis.
5. Report all positive and negative testing results of individuals exposed to tuberculosis within one business day of result.
6. Report all suspected and confirmed tuberculosis cases and other reportable conditions to ACHD.
 - a. Comply with [6 CCR 1009-1](#) and report all diseases as required.
 - b. Report to ACHD by phone and email: Email: disease@adamscountyco.gov; Phone: Monday-Friday, 8am-5pm: 720-769-7600. All other times: 720-200-1486.
7. Provide timely access to areas of the facility deemed necessary for the investigation by ACHD or Denver TB Clinic, including but not limited to:
 - a. Spaces where the individual with confirmed tuberculosis was housed or resided;
 - b. Medical treatment areas; and
 - c. Medical isolation areas.
8. Designate staff members to support ACHD with investigation-related situations as follows:
 - a. Identify at least one staff member to serve as the point of contact for health, safety, and emergency situations that may arise pertaining to this investigation and provide contact information for said staff.
 - b. Identify at least one staff member to serve as the point of contact responsible for fulfilling ACHD and Denver TB Clinic request(s) for information and provide contact information for said staff.
 - c. Designated staff must be available outside of standard business hours and provide timely responses to communications (e.g., data requests, phone calls, emails) from ACHD and Denver TB Clinic as soon as possible but in no event later than next business day.
9. Coordinate and facilitate disease investigation and control efforts with ACHD and Denver TB Clinic staff, including meetings when requested.

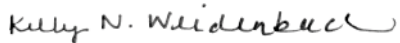
10. Comply with all other requests and directives deemed necessary by ACHD or Denver TB Clinic staff during the course of this investigation and control efforts.

III. ENFORCEMENT

It is unlawful for any person to willfully violate, disobey, or disregard this Order. ACHD will attempt to seek voluntary compliance through education, technical assistance, and warning notices. However, this Order may be enforced by any appropriate legal means and any person who does not comply may be subject to the penalties provided in C.R.S. §25-1-516.

IV. ADDITIONAL INFORMATION

If you have questions or concerns regarding this Order, please contact Jennifer Chase, Communicable Disease Epidemiology Manager at 720-675-2877 or jchase@adamscountyco.gov, Raymond Soto, Senior Epidemiologist, at 720-366-3964 or rsoto@adamscountyco.gov, or Wendy Bamberg, MD, Chief Medical Officer, at 720-763-7907 or wbamberg@adamscountyco.gov.



Kelly Weidenbach, DrPH, MPH
Executive Director
Adams County Health Department



Wendy Bamberg, MD
Chief Medical Officer
Adams County Health Department



July 14, 2026

Juan Baltazar, Warden
Anhtuan Pham, Health Administrator
The GEO Group
Aurora ICE Processing Center
3130 North Oakland Street
Aurora, CO 80010

Re: Immediate action requested: Tuberculosis public health investigation at the Aurora ICE Processing Center

Dear Warden Baltazar and Administrator Pham:

The Colorado Department of Public Health and Environment (CDPHE) requests that the GEO Group (GEO) immediately provide the access, records, and information needed to conduct the public health investigation of a confirmed case of active tuberculosis disease at the Aurora ICE Processing Center.

Active tuberculosis is a serious airborne disease, but it is preventable and curable when public health officials can quickly identify, evaluate, and treat people who may have been exposed. Adams County Health Department (ACHD) and the Denver Health Tuberculosis Clinic (DHTC) have notified me that they have encountered barriers to conducting the required investigation.

These barriers prevent public health officials from determining the scope of potential exposure and taking appropriate steps to protect detainees, employees, contractors, visitors, people who have been transferred or released, and others who may have been exposed. Immediate cooperation is necessary for the investigation to proceed.

CDPHE is aware of one confirmed case of active tuberculosis in an individual at the Aurora ICE Processing Center in Adams County, Colorado, managed by GEO. Media reports have alleged other active cases at the facility, but public health officials have not confirmed them. All active TB disease cases reported in Colorado are investigated by public health to ensure proper patient treatment and identify and evaluate people who may have been exposed. ACHD contracts with DHTC to perform TB public health disease investigations, with support from CDPHE as needed. DHTC was able to speak with the patient one time, but DHTC and ACHD staff have not had access to the Aurora ICE Processing Center to assess the situation, review medical records, and conduct a contact investigation, as public health officials would in other facilities and institutional settings where a disease case is reported to public health and an outbreak is suspected.

Pursuant to state law at Colorado Revised Statutes (C.R.S.) §25-1.5-102(1)(a)(I), the department has the power and duty “[t]o investigate and control the causes of epidemic and communicable diseases affecting the public health.” That responsibility is further explained in



the Rules and Regulations Pertaining to Epidemic and Communicable Disease Control promulgated by the Colorado State Board of Health, which state that “investigations may be conducted to confirm the diagnosis, treatment, and causes of reportable conditions and shall be considered official duties of the Department...” 6 Colorado Code of Regulations (CCR) 1009-1, Regulation 5. Additionally, C.R.S. §25-4-506 requires that state and local public health agencies investigate all reported or suspected TB cases, and 6 CCR 1009-1, Regulation 4 provides additional authority with respect to TB investigations.

To investigate and control the causes of epidemic and communicable diseases affecting the public health, CDPHE asks that you take the following actions:

- Provide all medical records for the individual diagnosed with TB disease to CDPHE or ACHD no later than July 17, 2026. Contact cdphe_tbinfo@state.co.us at CDPHE or disease@adamscountyco.gov, if needed, to verify the individual’s name and date of birth. C.R.S. §25-4-508 and 6 CCR 1009-1:4.
- Provide any medical records pertaining to other individuals, including facility staff and detainees, who have been screened or tested for tuberculosis since the date that the individual diagnosed with TB disease arrived at the facility. Provide these records to CDPHE or ACHD no later than July 17, 2026. C.R.S. §25-4-508 and 6 CCR 1009-1:4.
- Provide the information necessary for public health officials to conduct contact tracing. C.R.S. §25-4-506 and 6 CCR 1009-1:4.
- Allow CDPHE, DHTC, and ACHD disease control investigation staff access to the Aurora ICE Processing Center to conduct a disease control investigation no later than July 17, 2026. C.R.S. §25-4-506 and 6 CCR 1009-1:4.
- Provide CDPHE with any additional records deemed necessary by CDPHE during the tuberculosis investigation upon request. C.R.S. §§25-4-506; 508 and 6 CCR 1009-1:4.

Please contact CDPHE at cdphe_tbinfo@state.co.us to coordinate the above requirements.

Thank you for your cooperation in this matter.

Sincerely,



Jill Hunsaker Ryan, MPH
Executive Director



From: [Boeving, Nick](#)
To: jill.hunsakerryan@state.co.us; cdphe.tbinfo@state.co.us; [Kerri Booth](#); [Michael Landis](#); [Gabe Podesta](#); [Nora Passamaneck](#); [Michael Sink](#)
Cc: [Yarger, Frederick](#); [Hauptman, William](#); [Spencer Winepol](#)
Subject: CDPHE July 14 Letter to GEO Group
Date: Thursday, July 16, 2026 1:32:41 PM
Attachments: [image001.png](#)

You don't often get email from boeving@wtotrial.com. [Learn why this is important](#)

Counsel and Ms. Hunsaker,

We understand that CDPHE has been in communication with GEO demanding, *inter alia*, access to the Aurora ICE facility and provision of certain detainee records by July 17, 2026. As you know, ICE controls access to the facility and records related to detainees are property of the United States Government. Going forward, please copy us (myself, Fred Yarger, and Will Hauptman) on all communications related to the July 14 letter. In addition, please alert us immediately if any further action related to the July 14 letter is taken.

Best,
Nick

James N. Boeving | Partner

P 303.244.1938 | **F** 303.244.1879

370 17th Street, Suite 4500, Denver, CO 80202-5647

Boeving@wtotrial.com | wtotrial.com | [vCard](#)

WTO-Sig-118x47.png



CLASSIFICATION: RESTRICTED

EXTERNAL EMAIL: This email has originated outside of the organization.

From: [Boeving, Nick](#)
To: [Oppenheim - GOVOffice, David](#)
Cc: [Alvarado - GovOffice, Natalie](#); juan.baltazar@geogroup.com; [Yarger, Frederick](#); [Hauptman, William](#); [Jennifer Weaver](#); [Ryan Lorch](#); [Allie Kimmel - GOVOffice](#)
Subject: RE: Time sensitive – call with Governor Polis
Date: Tuesday, July 21, 2026 8:58:50 AM
Attachments: [image001.png](#)
[image002.png](#)

You don't often get email from boeving@wtotrial.com. [Learn why this is important](#)

Mr. Oppenheim,

As mentioned previously, the operations of the Aurora ICE Processing Center (AIPC) closely overseen by the Department of Homeland Security (DHS) and the Centers for Disease Control and Prevention (CDC). DHS controls access to AIPC and any records of AIPC or its residents are property of the federal government.

DHS has confirmed that there are no active cases of tuberculosis. As DHS recently explained in a public statement, “Should a TB case be confirmed, the individual would be maintained under appropriate medical isolation precautions, including placement in a negative-pressure room when clinically indicated and available, to minimize the risk of transmission in accordance with established infection-control practices and clinical guidance.”

As you may know, GEO engaged in numerous conversations and meetings with the Adams County Health Department and Denver Health at the onset of this matter. GEO has provided (after obtaining approval from ICE) staff and detainee line lists to both parties on June 26 and June 29, 2026. CDPHE should be able to obtain said line lists directly from the Adams County Health Department.

GEO operates AIPC on behalf of its client, DHS. Individuals housed there are being held on behalf of DHS. DHS is the appropriate party to speak about the status of individuals in its custody or who have been released. As mentioned, we have informed DHS of this request. What GEO can confirm is that as of this morning there are no confirmed or suspected cases of tuberculosis at AIPC. It should be noted that DHS and CDC are aware of this fact and remain involved in the day-to-day management of any necessary disease prevention and control activities at AIPC.

Further questions should be directed to the appropriate officials at DHS.

Regards,
Nick

James N. Boeving | Partner
Wheeler Trigg O'Donnell LLP

CLASSIFICATION: RESTRICTED

From: Oppenheim - GOVOffice, David <david.oppenheim@state.co.us>
Sent: Friday, July 17, 2026 4:18 PM
To: Boeving, Nick <Boeving@wtotrial.com>
Cc: Alvarado - GovOffice, Natalie <natalie.alvarado@state.co.us>; juan.baltazar@geogroup.com;

Yarger, Frederick <Yarger@wtotrial.com>; Hauptman, William <Hauptman@wtotrial.com>; Jennifer Weaver <jennifer.weaver@coag.gov>; Ryan Lorch <ryan.lorch@coag.gov>; Allie Kimmel - GOVOffice <allie.kimmel@state.co.us>

Subject: Re: Time sensitive – call with Governor Polis

Dear Nick,

The Governor looks forward to connecting on Monday – please let us know what time works. Additionally, per your invitation for questions, please see below for questions the Governor and CDPHE Executive Director Jill Ryan would like leadership and the medical staff at the Aurora ICE Processing Center to answer. These are standard questions that would be asked of any facility for any situation like this.

1. Details of the TB contact investigation performed within the facility to date:

- a. Has the facility conducted a contact investigation in response to the June active TB case? This includes identifying people, referred to as contacts, in the facility who were potentially exposed to an active TB case to assess if they are infected with the bacteria that causes TB disease, and providing appropriate treatment to contacts if indicated.
 - i. If yes:
 1. Provide a line list that contains the following data elements (in a secure/encrypted format to protect privacy) to cdphe_tbinfo@state.co.us for individuals who were determined to be contacts to the active TB case
 - a. Name, date of birth, whether the person was a detainee/staff member/visitor of the facility, preferred language, contact information (address, phone number, email address, or any other relevant contact information that would allow public health to talk to the individual)
 - b. For each contact, any clinical information (such as if they have symptoms), laboratory results (such as TST IGRA, sputum, or other specimen test results), radiologic results, and prescribed treatment regimen that was performed/provided in response to the contact investigation
 2. If you are unable to provide the above data elements, please share a detailed summary of the contact investigation performed to date, including:
 - a. The number of detainees, staff, and visitors exposed,

- b. The number tested and associated test results,
- c. The number receiving chest x-rays, and of those who had a chest x-ray performed, the number that had findings concerning for TB, and
- d. The number who received treatment.

2. Details of the disposition of the person diagnosed with active TB at the facility in June 2026

- a. Is this individual still at the GEO Aurora Facility?

i. If no:

- 1. On what date did the individual leave the facility?
- 2. Where is the individual now? (Please provide details on the location and the contact information for a person at the facility, if the individual was transferred to a different facility)
- 3. Was the individual provided with TB treatment medications when they left the GEO Aurora facility?

- a. If yes, how many days of medication was the individual provided?

We respectfully ask that you provide detailed responses and share requested data elements by Monday, July 20th at 5pm MST, as well as a time for leadership to connect with the Governor.

Sincerely,

David Oppenheim

On Fri, Jul 17, 2026 at 2:22 PM Boeving, Nick <Boeving@wtotrial.com> wrote:

Ms. Alvarado,

Unfortunately, no one from GEO is available today. If there is information that Governor Polis would like to convey or questions that he has, you are welcome to email those to me, and I will pass them along to GEO.

Best,
Nick

James N. Boeving | Partner
Wheeler Trigg O'Donnell LLP

CLASSIFICATION: RESTRICTED

From: Alvarado - GovOffice, Natalie <natalie.alvarado@state.co.us>
Sent: Friday, July 17, 2026 2:20 PM
To: Boeving, Nick <Boeving@wtotrial.com>
Cc: juan.baltazar@geogroup.com; Yarger, Frederick <Yarger@wtotrial.com>; Hauptman, William <Hauptman@wtotrial.com>; Jennifer Weaver <jennifer.weaver@coag.gov>; Ryan Lorch <ryan.lorch@coag.gov>; Allie Kimmel - GOVOffice <allie.kimmel@state.co.us>; David Oppenheim - GOVOffice <david.oppenheim@state.co.us>
Subject: Re: Time sensitive – call with Governor Polis

Hello Nick,

Is there another opportunity for a phone call today if 2:30pm does not work for GEO leadership?

Best,

Natalie Alvarado
Director of Scheduling



136 State Capitol, Denver, CO 80203
Cell: 970-319-2366
natalie.alvarado@state.co.us | www.colorado.gov/governor
[Scheduling Request Form for Governor Polis](#)
[Scheduling Request Form for First Gentleman Marlon](#)

Under the Colorado Open Records Act (CORA), all messages sent by or to me on this state-owned e-mail account may be subject to public disclosure.

On Fri, Jul 17, 2026 at 1:49 PM Alvarado - GovOffice, Natalie <natalie.alvarado@state.co.us> wrote:

Hi Nick,

Thank you for your email. The Governor would still like to speak with someone from GEO leadership today. He is available at 2:30 for a call. Can you please let me know who is best to communicate with and if they are available at 2:30 to speak to the Governor?

Thank you,

Best,

Natalie Alvarado
Director of Scheduling



136 State Capitol, Denver, CO 80203

Cell: 970-319-2366

natalie.alvarado@state.co.us | www.colorado.gov/governor

[Scheduling Request Form for Governor Polis](#)

[Scheduling Request Form for First Gentleman Marlon](#)

Under the Colorado Open Records Act (CORA), all messages sent by or to me on this state-owned e-mail account may be subject to public disclosure.

On Fri, Jul 17, 2026 at 1:23 PM Boeving, Nick <Boeving@wtotrial.com> wrote:

Ms. Alvarado,

Thank you for your email. Facility Administrator Baltzar is presently addressing some medical issues and is not available.

GEO operates the Aurora ICE Processing Center on behalf of its client, the Department of Homeland Security. We have informed them of this request and hope to have a response early next week.

Also, we understand that there has recently been some misleading reporting on tuberculosis at the facility. We wanted to make sure that the Governor is aware that DHS and CDC are directly and actively involved, and DHS publicly stated two days ago that the facility has no confirmed cases of tuberculosis.

Best,
Nick

James N. Boevig | Partner
Wheeler Trigg O'Donnell LLP

CLASSIFICATION: RESTRICTED

From: Alvarado - GovOffice, Natalie <natalie.alvarado@state.co.us>
Sent: Friday, July 17, 2026 11:58 AM
To: juan.baltazar@geogroup.com
Cc: Yarger, Frederick <Yarger@wtotrial.com>; Hauptman, William <Hauptman@wtotrial.com>; Boevig, Nick <Boevig@wtotrial.com>; Jennifer Weaver <jennifer.weaver@coag.gov>; Ryan Lorch <ryan.lorch@coag.gov>; Allie Kimmel - GOVOffice <allie.kimmel@state.co.us>; David Oppenheim - GOVOffice <david.oppenheim@state.co.us>
Subject: Time sensitive – call with Governor Polis

—

Hi Warden Baltazar,

Governor Polis would like to speak with you at some point today. Can you please let me know if you are available for a call at 1:30pm or 2:30pm?

Please let me know your availability.

Best,

Natalie Alvarado
Director of Scheduling



136 State Capitol, Denver, CO 80203
Cell: 970-319-2366

natalie.alvarado@state.co.us | www.colorado.gov/governor
[Scheduling Request Form for Governor Polis](#)
[Scheduling Request Form for First Gentleman Marlon](#)

Under the Colorado Open Records Act (CORA), all messages sent by or to me on this state-owned e-mail account may be subject to public disclosure.

--

David Oppenheim
Chief of Staff



200 E Colfax, Room 136 | Denver, CO 80203

david.oppenheim@state.co.us | www.colorado.gov/governor

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COLORADO
Department of Public
Health & Environment

Public Health Order 26-02
Compliance with State and Local Public Health Tuberculosis Investigation

August 13, 2026

The GEO Group
Aurora ICE Processing Center
3130 North Oakland Street
Aurora, CO 80100

The Colorado Department of Public Health and Environment (CDPHE or “state health department”) has learned that an individual who was in custody at the Aurora ICE Processing Center has tested positive for active tuberculosis. Based on this information, in order to protect the public health and prevent additional illnesses, it is imperative that state and local public health authorities conduct a disease control investigation, including gaining access to the medical information of the individual with confirmed tuberculosis and other potentially exposed individuals.

FINDINGS

1. Denver Health Tuberculosis Clinic (DHTC) provides tuberculosis care and treatment on contract for several counties in the Denver Metro area, including Adams County. On June 21, 2026, CDPHE received a laboratory-confirmed result of active *Mycobacterium tuberculosis* for a patient in ICE custody after a brief incarceration in an Alamosa County jail. The next day, June 22, DHTC’s Medical Director was made aware of this individual with confirmed pulmonary tuberculosis in custody at the Aurora ICE Processing Center, 3130 North Oakland Street, Aurora, CO 80100, in Adams County, which is owned and operated by The GEO Group (GEO). GEO’s medical team shared this information with DHTC during their last weekly meeting on that date. GEO ceased all communication with DHTC after that meeting.

2. Tuberculosis is a serious illness if left untreated. It is the leading infectious disease killer in the world. It is a contagious, airborne bacterial infection primarily affecting the lungs, but it can attack any part of the body. Tuberculosis disease treatment takes from 6-12 months of daily antibiotics to complete, depending on the sites of disease and complexity of the patient. While about a quarter of the world’s population has latent tuberculosis infection, without treatment, it becomes active in 5-10% of those harboring it over the course of a lifetime.

3. Untreated, active tuberculosis disease often leads to death and, if treatment is incomplete, can lead to drug resistance, making future treatment longer, more expensive, and more difficult on the health of the patient. These two situations also can lead to onward transmission to those sharing air with the infected person.

CDPHE PHO 26-02

August 13, 2026

4. State and local public health are required by law to investigate and control the causes of epidemic and communicable disease. C.R.S. §§ 25-1.5-102(1)(a), 25-1-506, and 25-4-506. The Colorado General Assembly specifically identifies tuberculosis as a communicable disease that endangers public health, and requires that state and local public health agencies promote the control of disease spread and treatment of impacted individuals. C.R.S. § 25-4-501. State law requires the reporting of known or suspected tuberculosis cases to public health by every treating physician or other persons with knowledge of active or suspected tuberculosis. C.R.S. § 25-4-502. State Board of Health regulations further define the authority of state and local public health entities in disease control investigations, including tuberculosis investigations. 6 CCR 1015-3.

5. On June 25, 2026, Adams County Health Department (ACHD) issued a Public Health Order requiring, in part, that they and DHTC staff be allowed access to the Aurora ICE Processing Center to interview the individual with confirmed tuberculosis and conduct a disease control investigation. No physical access to the facility has been provided, and GEO has limited the DHTC's access to the individual to a single phone call.

6. On July 14, 2026, Executive Director Jill Hunsaker Ryan sent a letter to GEO seeking information related to the individual with confirmed tuberculosis and any investigation that GEO had done related to the potential spread of disease. On July 17, 2026, the Colorado Governor's Office sent an additional communication to GEO seeking specific information pertaining to the individual and any other exposed individuals. No substantive information has been provided, and GEO's lawyers have indicated, without substantiation, that as of July 21, 2026, there are no confirmed or suspected cases of tuberculosis in the Aurora ICE Processing Center.

7. CDPHE disease control staff have consulted with ACHD regarding this matter. GEO's denial of access to the detention facility, the individual with confirmed tuberculosis, the individual's medical information, and other potentially exposed individuals is impeding public health's ability to conduct a needed disease control investigation to ensure that infection control measures are sufficient to prevent further spread of disease. Additionally, public health must conduct contact tracing to determine if other individuals were exposed to the individual with confirmed tuberculosis and take appropriate steps to test and treat those individuals as needed.

8. CDPHE has learned through third parties that the individual with confirmed tuberculosis is no longer housed in the Aurora ICE Processing Center. While that would address potential ongoing transmission risks from that individual to others at the facility, State Board of Health rules also require that state and local public health have access to information pertaining to their discharge, which would include confirmation that the individual is not in Colorado, in order to ensure the community's safety.

9. Over 409 Coloradans work at the ICE facility and go home to families and have interactions with other Coloradans. It is unknown how many of these GEO employees have

CDPHE PHO 26-02

August 13, 2026

been exposed, or whether testing has been offered and provided to them and if so what the results were.

10. As a result of this ongoing noncompliance with the state and local public health investigation, this public health order requiring you to cooperate in this disease control investigation is necessary.

NOW, THEREFORE, IT IS HEREBY ORDERED PURSUANT TO COLORADO REVISED STATUTES, Sections 25-4-506, 25-4-508, and COLORADO CODE OF REGULATIONS AT 6 CCR 1009-1:4 that, effective immediately, GEO shall cooperate with this public health investigation as follows:

1. Provide the following information for all individuals with confirmed or suspected active tuberculosis from June 1, 2026 to present, no later than August 17, 2026:
 - a. Name and date of birth;
 - b. Symptoms prior to the first positive tuberculosis test;
 - c. The results from any tuberculosis tests (including tuberculin skin tests, IGRA, NAAT/PCR, sputum smear and culture results);
 - d. The findings from any chest x-rays;
 - e. Any treatment that was prescribed and the date treatment was started;
 - f. Any other medication the individual is taking;
 - g. Any complications associated with tuberculosis treatment;
 - h. Any dates of isolation for the individual;
 - i. Any pre-existing conditions; and
 - j. The current location of any confirmed or suspected active tuberculosis case.
2. Provide a line list no later than August 17, 2026 that contains the following data elements for individuals who were determined to be contacts to the individual diagnosed with tuberculosis:
 - a. Name, date of birth, whether the person was a detainee/staff member/visitor of the facility, preferred language, contact information (address, phone number, email address, or any other relevant contact information that would allow public health to talk to the individual); and
 - b. For each contact, any clinical information (such as if they have symptoms), laboratory results (such as TST IGRA, sputum, or other specimen test results including pre-employment and baseline test results), radiologic results, and prescribed treatment regimen that was performed/provided in response to the contact investigation
3. Provide discharge planning information concerning the individual diagnosed with tuberculosis no later than August 17, 2026:
 - a. the date the TB disease case left the Aurora GEO facility;

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August 13, 2026

- b. the name and location of the facility where the case was sent; and
- c. any cross-border notification or coordination efforts, such as CureTB.

Information required by this Order is to be sent to CDPHE's Tuberculosis Program at CDPHE_TBinfo@state.co.us and Denver Health's Tuberculosis Clinic at TBclinic@dhha.org, which has contractual responsibility for Adams County Tuberculosis services.

CDPHE is tasked with protecting the health and welfare of the citizens of Colorado by investigating and controlling the causes of epidemic and communicable disease. This Public Health Order is necessary to control any potential transmission of tuberculosis to others. C.R.S. § 25-4-506. Immediate issuance of this Order is necessary for the preservation of public health, safety, or welfare.

IT IS UNLAWFUL TO WILLFULLY VIOLATE, DISOBEY, OR DISREGARD THIS PUBLIC ORDER PURSUANT TO C.R.S. § 25-1-114. FAILURE TO COMPLY WITH THIS ORDER MAY RESULT IN LEGAL ACTION BEING TAKEN AGAINST YOU.

SO ORDERED this 13th day of August, 2026.



Jill Hunsaker Ryan, MPH
Executive Director
Colorado Department of Public Health
and Environment

August 13, 2026

Date



Ned Calonge, MD, MPH
Chief Medical Officer
Colorado Department of Public Health
and Environment

August 13, 2026

Date

From: [Boeving, Nick](#)
To: jill.ryan@state.co.us; juan.baltazar@geogroup.com; apham@geogroup.com
Cc: [Jennifer Weaver](#); [Ryan Lorch](#); [Yarger, Frederick](#); [Hauptman, William](#); [Spencer Winepol](#); [Ann Hause - CDPHE](#); [Diana Herrero - CDPHE](#)
Subject: RE: Immediate action required: Tuberculosis public health investigation at the Aurora ICE Processing Center
Date: Monday, August 17, 2026 8:46:56 AM
Attachments: [image001.png](#)
[image002.png](#)

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Director Ryan:

As we have previously communicated to various state and local agencies officials, including the Governor's Office, the operations of the Aurora ICE Processing Center (AIPC) are closely overseen by the U.S. Department of Homeland Security (DHS) and the Centers for Disease Control and Prevention (CDC). DHS controls access to AIPC, and records concerning AIPC or the individuals housed there are the property of the federal government. Requests for such records therefore must be directed to DHS.

DHS has confirmed that there are no active cases of tuberculosis at AIPC. Over the past two months, GEO has engaged in numerous conversations and meetings with the Adams County Health Department and other Colorado officials and has provided information to the State as authorized by DHS.

GEO operates AIPC on behalf of its client, DHS, and the individuals housed there are held in DHS custody. Accordingly, DHS is the appropriate entity to address questions concerning the status of individuals in its custody, including individuals who have been released. We have provided ICE with your most recent communication.

GEO can confirm that, as of today, there are no confirmed or suspected cases of tuberculosis at AIPC. DHS and CDC are aware of this status and remain actively involved in the day-to-day management of any necessary disease-prevention and control measures at AIPC.

Further questions concerning AIPC, the individuals housed there, or their health status should be directed to the appropriate officials at DHS.

Regards,
Nick

James N. Boeving | Partner
Wheeler Trigg O'Donnell LLP

CLASSIFICATION: RESTRICTED

From: elle.child@state.co.us <elle.child@state.co.us> **On Behalf Of** Hunsaker Ryan - CDPHE, Jill
Sent: Thursday, August 13, 2026 3:21 PM
To: juan.baltazar@geogroup.com; apham@geogroup.com
Cc: Jennifer Weaver <jennifer.weaver@coag.gov>; Ryan Lorch <ryan.lorch@coag.gov>; Boeving, Nick <Boeving@wtotrial.com>; Yarger, Frederick <Yarger@wtotrial.com>; Hauptman, William

<Hauptman@wtotrial.com>; Spencer Winepol <swinepol@geogroup.com>; Ann Hause - CDPHE
<ann.hause@state.co.us>; Diana Herrero - CDPHE <diana.herrero@state.co.us>

Subject: Immediate action required: Tuberculosis public health investigation at the Aurora ICE
Processing Center

Dear Warden Baltazar and Administrator Pham,

Please see the attached public health order requiring immediate action concerning
tuberculosis investigations at the Aurora ICE Processing Center.

Thank you,

Jill

Jill Hunsaker Ryan, MPH
Executive Director
Pronouns: She/Her



4300 Cherry Creek Drive South, Denver CO, 80246
jill.ryan@state.co.us | www.colorado.gov/cdphe
Executive Assistant: Elle Child elle.child@state.co.us



Please consider the environment before printing this e-mail.

EXTERNAL EMAIL: This email has originated outside of the organization.

EXHIBIT B

DISTRICT COURT, ADAMS COUNTY, COLORADO 1100 Judicial Center Dr. Brighton CO, 80601 COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, Plaintiff, v. THE GEO GROUP, INC. Defendant.	
	▲ COURT USE ONLY ▲
PHILIP J. WEISER, Attorney General RYAN K. LORCH, 51450* Senior Assistant Attorney General NORA PASSAMANECK, 49362* Senior Assistant Attorney General Ralph L. Carr Colorado Judicial Center 1300 Broadway, 10th Floor Denver, CO 80203 Telephone: (720) 508-6168 (720) 508-6633 FAX: (720) 508-6041 E-Mail: Ryan.Lorch@coag.gov Nora.Passamaneck@coag.gov *Counsel of Record <i>Attorneys for Colorado Department of Public Health and Environment</i>	Case No. 2026CV31629 Div: W
MOTION FOR PRELIMINARY INJUNCTIVE RELIEF	

The Colorado Department of Public Health and Environment (“CDPHE”), by and through undersigned counsel at the Colorado Attorney General’s Office, hereby files this motion and requests preliminary injunctive relief as follows:

CERTIFICATE OF CONFERRAL

Via email on August 19, 2026 to GEO Group’s outside counsel, undersigned counsel asked whether they would accept service of the Complaint and their position on this Motion. Counsel for GEO Group stated they needed additional time on accepting service and did not provide their position on this Motion. After further inquiry from Plaintiff’s counsel went unanswered, Plaintiff files this Motion.

INTRODUCTION

Tuberculosis is a highly contagious and deadly disease. It “is the world’s leading cause of death from a single infectious agent and among the top 10 causes of death” according to the World Health Organization.¹ Given its severe risk to our public health, the General Assembly directs CDPHE to monitor and control the spread of tuberculosis within Colorado. C.R.S. § 25-4-506. Coupled with its general communicable disease authority, *see* C.R.S § 25-1.5-102(1)(a)(I), CDPHE has for decades successfully investigated and controlled tuberculosis in congregate settings, such as jails, prisons, and detention facilities throughout Colorado. And for decades, these facilities cooperated with CDPHE to combat the spread of this deadly disease.

This cooperation no longer exists with the immigration processing and detention facility in Aurora, Colorado (the “Aurora Facility”), owned and operated by a private corporation, the GEO Group. Despite the existence of a confirmed case

¹ *Tuberculosis*, World Health Organization (Mar. 24, 2026), <https://www.who.int/news-room/fact-sheets/detail/tuberculosis> (on file at the Colo. Att’y Gen.’s Off.)

of infectious tuberculosis in one of its detainees and CDPHE's issuance of a public health order to conduct a disease control investigation, the GEO Group continues to prevent CDPHE officials from conducting statutorily mandated disease control activities. The GEO Group refuses to provide required information on the scope of the contagious and deadly disease within its facility, leaving Colorado's public health experts in the dark.

Because the GEO Group's actions unquestionably violate a lawfully issued public health order, a preliminary injunction is necessary to protect Colorado's public health.

BACKGROUND

A. Tuberculosis is a highly contagious and deadly disease.

Tuberculosis is an infectious disease caused by bacteria that most often affects the lungs. Exhibit A at ¶ 14, Declaration of Dr. Rachel Herlihy. Common symptoms are prolonged cough (sometimes with blood), chest pain, weakness, fatigue, weight loss, fever, and night sweats. *Id.* ¶ 21. Symptoms can vary, however, as the infection can also affect the kidneys, brain, and spine. *Id.* ¶ 20. Tuberculosis is spread through the air when an infectious person with tuberculosis coughs, sneezes, or spits. *Id.* ¶ 23. Infectious individuals may not have any symptoms but still spread the disease. *Id.* ¶ 25. For others, their symptoms may be mild for many months, which results in the spread of the disease to others without knowing it. *Id.* ¶ 26.

Because the symptoms of tuberculosis mirror those of other illnesses, like a stubborn cough or other respiratory infection or disease, tuberculosis can often be misdiagnosed or go fully undiagnosed. *Id.* ¶ 41. As a result, tuberculosis investigations can be very difficult to perform. *Id.* These investigations require meaningful interviews with infectious or suspectedly infectious persons, extensive review of medical information, and intensive contact tracing with those who may have encountered an infectious person. *Id.* ¶¶ 7-10.

Congregate settings, such as prisons, jails, and detention facilities, are at a higher risk of a tuberculosis outbreak as compared to other public settings. *Id.* ¶ 27. These facilities often house large numbers of detainees in close proximity to each other. *Id.* ¶ 28. The risk is even higher for immigration detention facilities because they often house individuals who recently traveled from countries with an increased prevalence of tuberculosis as compared to the United States. *Id.* ¶ 29.

The risk of tuberculosis extends to staff at these facilities, who are also at risk of contracting and spreading the disease. *Id.* ¶ 33. And while detainees are typically isolated to the facility, staff do not live at the facility. They return to their respective communities at the end of their shifts. A staff member who contracts tuberculosis at the facility will then interact with their friends and family. They will interact with those most vulnerable to the disease, such as children, and people who are immunocompromised or have chronic diseases like diabetes. *Id.* ¶ 34. They will interact with these populations in public settings such as schools, healthcare

facilities, and other community settings. If these staff go on to develop active disease, they may further spread tuberculosis. *Id.* ¶¶ 33-34.

Given the contagiousness of tuberculosis and the difficulty with investigating its spread, cooperation by entities operating these facilities with public health officials is crucial. *Id.* ¶ 42. The operating entities of these facilities must help public health authorities identify those who were in contact with the infectious person, provide medical information or other relevant clinical information, and support testing and treatment for those who are infected. *Id.* Without this cooperation, public health experts cannot conduct meaningful investigations. contact tracing, or disease control. *Id.* ¶¶ 6-13. This can result in the spread of tuberculosis both in and out of a facility. *Id.* ¶ 42.

B. The discovery of a detainee with tuberculosis in the Aurora Facility.

Around June 11, 2026, the Adams County Health Department, the local public health agency overseeing the county in which the Aurora Facility is located, became aware of a suspected case of tuberculosis in the Aurora Facility. The Adams County Health Department confirmed the suspected case was infectious tuberculosis disease on June 22, 2026. Verified Complaint ¶ 75.

On June 25, 2026, the Adams County Health Department issued a public health order directed at the Aurora Facility and issued pursuant to Adams County's local public health authority. Exhibit 2 to Verified Complaint, June 25, 2026, Adams County Public Health Order; *see* C.R.S. §§ 25-1-506, -509. The public health

order demanded that the Aurora Facility and the GEO Group provide certain information and access to the facility to the Adams County Health Department and the Denver Tuberculosis Clinic.

The GEO Group initially cooperated with this public health order and provided some information, including staff and detainee lists. Verified Complaint ¶ 79. The GEO Group also attended a weekly call with Adams County Health Department so that the latter could monitor the case. *Id.* ¶ 80. The GEO Group also allowed public health staff to have a brief phone interview with the infected detainee. *Id.* ¶ 81. But the interview did not provide the information necessary to complete a case investigation or contact tracing, including, for example, how many detainees and staff were in contact with the infectious individual and medical information for the infectious individual. *Id.* ¶ 82.

Around July 1, the GEO Group stopped communicating directly with Adams County Health Department staff and instead asked that all communication be directed through its lawyer. *Id.* ¶ 83. These communications through legal counsel did not result in the production of any meaningful information. *Id.* The GEO Group then stopped attending the weekly meetings. *Id.* ¶ 84.

After Adams County Health Department did not get information from the GEO Group or its lawyer, it and CDPHE sought information from the U.S. Department of Homeland Security (“DHS”) and the Centers for Disease Control and Prevention (“CDC”). *Id.* ¶ 90. However, this attempt did not result in any

meaningful public health coordination. *Id.* ¶ 91. Instead, federal staff simply relayed information they learned second hand from the GEO Group and U.S. Immigration and Customs Enforcement (“ICE”) staff. *Id.* No information was given to state and public health officials that could allow them to conduct effective public health activities. *Id.* ¶ 92.

C. CDPHE’s involvement and the GEO Group’s continued refusal to provide information.

After reviewing several news articles with conflicting information about the scope of tuberculosis in the Aurora Facility, including one that reported as many as 12 detainees may have tested positive for tuberculosis in recent weeks, *see id.* ¶¶ 93-99, CDPHE issued a letter to the GEO Group on July 14, 2026. Exhibit 3 to Verified Complaint. The letter asked for certain information and a request for access to the facility by July 17, 2026. The GEO Group responded through counsel on July 16 but did not provide the requested information or respond to the request for access. Exhibit 4 to Verified Complaint.

On July 17, state officials again requested information from the facility by July 20, 2026. The GEO Group did not provide the requested information, instead asserting narrowly that there were “no active cases of tuberculosis” at the facility. The GEO Group also claimed that DHS controlled access to the facility and its records, noting that it had informed DHS of CDPHE’s request. But the GEO Group never informed CDPHE that DHS was instructing it to deny access to the facility—despite CDPHE having previously been granted regular access—or to deny sharing

the requested public health information. *See* Email chain attached as Exhibit 5 to the Verified Complaint.

On August 13, 2026, CDPHE issued a formal public health order. Exhibit 6 to Verified Complaint. The order requested several categories of information critical for CDPHE to review in order to complete its public health investigation. The GEO Group refused to provide the requested information, again stating that there were no active tuberculosis cases at the facility and claiming only DHS could answer CDPHE's questions. *See* Email attached as Exhibit 7 to Verified Complaint.

ARGUMENT

A. The *Rathke* factors support the entry of a preliminary injunction.

The six factors a party must prove to issue a preliminary injunction under C.R.C.P. 65(a) are well established. *See Rathke v. MacFarlane*, 648 P.2d 648, 653 (Colo. 1982). CDPHE satisfies each factor.

1. CDPHE has a likelihood of success on the merits because the GEO Group violated CDPHE's lawfully issued public health order.

Because CDPHE presents only one claim for relief, that the GEO Group violated CDPHE's lawfully issued public health order under C.R.S. § 25-1-114, the likelihood of success factor turns on whether: (1) CDPHE lawfully issued a public health order under Colorado law; and (2) the GEO Group violated that order. The answer is unequivocally "yes" to both points.

First, CDPHE lawfully issued a public health order pursuant to its extensive public health disease and tuberculosis statutory authority. CDPHE has broad public health authority to “investigate and control the causes of epidemic and communicable diseases affecting the public health.” C.R.S. § 25-1.5-102(1)(a)(I). As to tuberculosis, CDPHE is “directed to use every available means to investigate immediately and ascertain the existence of *all* reported or suspected cases of active tuberculosis within the health officer’s jurisdiction, to determine the sources of such infections, and to identify and evaluate the contacts of such cases and offer treatment as appropriate.” C.R.S. § 25-4-506(1) (emphasis added). CDPHE is “invested with full powers of inspection and examination of *all persons* known to be infected with active tuberculosis.” *Id.* (emphasis added). Finally, CDPHE is invested with the power to “inspect and have access to *all* medical records of *all* medical practitioners, hospitals, institutions, and clinics, both public and private, where persons with known or suspected tuberculosis are treated[.]” C.R.S. § 25-4-508 (emphasis added).

CDPHE uses public health orders as the vehicle through which it utilizes and enforces these statutory authorities. To that end, it is “unlawful for a person ...[t]o willfully violate, disobey, or disregard the provisions of the public health laws or the terms of . . . order . . . issued pursuant thereto.” C.R.S. § 25-1-114(1)(a).

Each of these authorities establishes that CDPHE’s August 13, 2026 public health order is lawful and enforceable. CDPHE, through Adams County, first

identified a confirmed case of tuberculosis within the Aurora Facility on June 22. Ex. A, Dec. of Dr. Rachel Herlihy at ¶ 58. CDPHE then utilized its tuberculosis authority to issue a public health order allowing it to “conduct a disease control investigation, including gaining access to the medical information of the individual with confirmed tuberculosis and other potentially exposed individuals.” Exhibit 6 to the Verified Complaint (citing C.R.S. § 25-4-506(1); 508).²

The facts further establish that the GEO Group did not comply with this order. As discussed throughout the Verified Complaint and this motion, the GEO Group has not provided CDPHE with access to information so that it can conduct case investigation and contact tracing. The GEO Group has not provided any medical information or other requested clinical information as specified in the CDPHE public health order. As such, the GEO Group violated a lawfully issued public health order. C.R.S. § 25-1-114(1)(a).

The GEO Group’s failure to provide information is inexplicable given the unambiguous state statutory authority discussed above. All parties should be aligned in stopping the spread of a highly contagious and confirmed disease.

² Since first learning of the confirmed case, CDPHE hoped they could first resolve this matter through informal communications with the GEO Group and without judicial intervention. But after those efforts did not result in the production of meaningful information, it issued the at-issue public health order. The time between all these actions was used to determine whether judicial intervention was truly necessary.

Instead, the GEO Group has refused to provide information requested by CDPHE. This refusal is a clear violation of the public health order.

In opposition, the GEO Group may argue that DHS controls the information such that it cannot comply with the public health order. Notably, however, at no time has the GEO Group asserted that it does not have the information, that they asked DHS for “permission” to provide the information, and/or that DHS has instructed the GEO Group not to comply. Assuming the GEO Group has responsive information, it must provide it to CDPHE under the public health order.

In sum, the Court should find that CDPHE has a likelihood of success on the merits, favoring the issuance of an injunction.

2. CDPHE and Colorado’s public health face real, immediate, and irreparable harm without a preliminary injunction.

“Generally, irreparable harm has been defined as ‘certain and imminent harm for which a monetary award does not adequately compensate.’” *Gitlitz v. Bellock*, 171 P.3d 1274, 1279 (Colo. App. 2007).

The dangers of tuberculosis are real, immediate, and irreparable. As discussed above, tuberculosis is a highly contagious and deadly disease without proper treatment. It requires intensive public health efforts to identify and contain. If CDPHE is not allowed to perform these efforts, it faces real, immediate, and irreparable harm in the form of potential tuberculosis spread in the facility and the community.

In opposition, the GEO Group may argue that its staff and various federal agencies responded to the tuberculosis infection, and that the individual was removed from the facility. But the fact remains that the GEO Group refuses to give any meaningful information to CDPHE for it to discharge its lawful responsibility to protect the public's health and safety, even after media reported that 12 additional people tested positive for tuberculosis at the Aurora Facility. A just-take-my-word-for-it response is not adequate, nor is it a viable public health strategy for a contagious and deadly disease like tuberculosis.

Therefore, there is little doubt that without an injunction, CDPHE and Colorado's public health face real, immediate, and irreparable harm.

3. There is no plain, speedy, and adequate remedy at law that allows CDPHE to perform its necessary public health functions.

The other available statutory remedies do not give CDPHE the required medical information to perform its public health functions. Primarily, the remedies available in the tuberculosis statute and the general disease control statutes are criminal or monetary in nature. *See* C.R.S. §§ 25-4-509; 25-1-114. But a criminal conviction or a monetary penalty provides no relief here. Only an injunction will grant CDPHE the information it needs to perform its public health functions and curb the spread of tuberculosis.

4. An injunction is not contrary to the public interest.

“In evaluating the public interest [factor], courts may look to pronouncements by our state’s elected representatives.” *Boe v. Children’s Hosp. Colo.*, 2026 CO 32, ¶ 22. “[Courts] presume that their policy choices are made in the public’s interest.” *Id.*

The General Assembly’s pronouncements as to dangers of tuberculosis and CDPHE’s duty to curb the contagious and deadly disease are unequivocal:

It is hereby declared that tuberculosis is an infectious and communicable disease, that it endangers the population of this state, and that the treatment and control of such disease is a state and local responsibility. It is further declared that the emergence of multidrug-resistant tuberculosis requires that this threat be addressed with a coherent and consistent strategy in order to protect the public health. To the end that tuberculosis may be brought better under control and multidrug-resistant tuberculosis prevented, it is further declared that the department and local public health agencies shall, within available resources, cooperatively promote control and treatment of persons suffering from tuberculosis.

C.R.S. § 25-4-501.

This declaration makes clear it is in the public interest that CDPHE control the spread of tuberculosis. Allowing CDPHE to perform its necessary public health functions to curb the spread of a contagious and deadly disease furthers this interest. This factor undoubtedly supports an injunction.

5. The balance of equities heavily favors an injunction.

“The balance-of-the-equities factor allows a trial court to consider ‘whether the threatened injury to the plaintiff outweighs the threatened harm the preliminary injunction may inflict on the defendant.’” *Children’s Hosp. Colo.*, ¶ 34.

“Unlike the public-interest factor, which looks at the impact on the broader public,

this factor focuses on balancing the harms (or lack thereof) to the parties in the case.” *Id.* “This factor militates in favor of granting an injunction if the alleged harm to the nonmoving party is too speculative and the moving party has demonstrated actual harm.” *Id.*

The harm to CDPHE heavily outweighs any speculative harm to the GEO Group. For the reasons discussed above, tuberculosis presents a real and identifiable harm to Coloradans at large. Meanwhile, the harm to the GEO Group in granting CDPHE the information it needs to perform its necessary public health functions is negligible and speculative, at best. Indeed, the GEO Group cannot point to any real harm that would result in CDPHE performing its public health duties, especially where the GEO Group has previously permitted CDPHE access to the Aurora Facility. This factor heavily weighs in favor of an injunction.

6. An injunction would preserve the status quo pending a trial on the merits.

“The purpose of an injunction is to preserve the status quo and to protect the rights of the parties pending a final decision on the merits.” *Children’s Hosp. Colo.*, ¶ 45. “The status quo is the last uncontested status between the parties before the dispute developed.” *Id.* When an injunction requests a party to take an affirmative act, its purposes is “to preserve the status quo and prevent injury, rather than to redress past wrongs.” *Snyder v. Sullivan*, 705 P.2d 510, 514 n.5 (Colo. 1985).

An injunction would preserve the status quo in that it would allow CDPHE to continue to perform its public health functions and prevent any injury caused by the

potential of tuberculosis in the community, or at a minimum confirm there is no risk. Waiting for a trial, long after memories and information fade, will prevent CDPHE from performing an effective public health investigation. It is already alleged that the individual with tuberculosis may have been transported out of Colorado to a detention facility in Texas. But other detainees and staff may have contracted tuberculosis, making case investigation necessary now. By the time a trial on the merits occurs, these other detainees may have been transferred to other detention facilities outside of Colorado or deported out of the country. Current staff may have sought employment elsewhere or their memory may have lapsed as to who they've contacted. Finally, the harm may have already been done, in that CDPHE would have been unable to conduct a case investigation, leading to further spread in the community.

B. No security is required.

Pursuant to C.R.C.P. 65(c), “[n]o such security shall be required of the state or of any county or municipal corporation of this state or of any officer or agency thereof acting in official capacity.” Because CDPHE is a principle executive branch department of Colorado state government, created by C.R.S. § 25-1-102, no security is required.

CONCLUSION

For the reasons stated herein, and to protect the public health of Coloradans from a contagious and deadly disease, this Court should enter a preliminary injunction as set forth in the accompanying proposed order.

Respectfully submitted on August 20, 2026.

PHILIP J. WEISER
Attorney General

/s/ Ryan K. Lorch

RYAN K. LORCH, 51450*
Senior Assistant Attorney General
NORA PASSAMANECK, 49362*
Senior Assistant Attorney General
Attorneys for Plaintiff
*Counsel of Record

DISTRICT COURT, ADAMS COUNTY, COLORADO 1100 Judicial Center Dr. Brighton CO, 80601 COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, Plaintiff, v. THE GEO GROUP, INC. Defendant.	
	▲ COURT USE ONLY ▲
PHILIP J. WEISER, Attorney General RYAN K. LORCH, 51450* Senior Assistant Attorney General NORA PASSAMANECK, 49362* Senior Assistant Attorney General Ralph L. Carr Colorado Judicial Center 1300 Broadway, 10th Floor Denver, CO 80203 Telephone: (720) 508-6168 (720) 508-6633 FAX: (720) 508-6041 E-Mail: Ryan.Lorch@coag.gov Nora.Passamaneck@coag.gov *Counsel of Record <i>Attorneys for Colorado Department of Public Health and Environment</i>	Case No. Div:
DECLARATION OF DR. RACHEL HERLIHY	

This Declaration is submitted in support of CDPHE's Motion for Preliminary Injunctive Relief.

1. I am over 18 years of age, have personal knowledge of the facts set forth herein, and am competent to testify in this matter.

I. Identity of Declarant

A. Background and Education.

2. I am a medical doctor and the State Epidemiologist and Deputy Chief Medical Officer with the Colorado Department of Public Health and Environment (“CDPHE”). I have practiced medicine for 20 years.

3. As the State Epidemiologist, my duties include providing clinical, epidemiologic, and administrative leadership to the Communicable Disease Branch of CDPHE. I collect and analyze population health data; design, implement, and evaluate evidence-based public health programs; and identify and investigate routine and emerging public health threats.

4. I have a Bachelor of Science in Bacteriology, Medical Microbiology, and Immunology from the University of Wisconsin, a Doctor of Medicine from the University of Wisconsin Medical School, and a Master of Public Health from the Johns Hopkins Bloomberg School of Public Health.

5. I completed my residencies in preventive medicine at the Johns Hopkins General Preventive Medicine Residency Program and an internal medicine internship at the University of Virginia Internal Medicine Residency Program. I am board certified in preventive medicine and general public health.

II. Public Health Interventions Are Crucial to Stem the Spread of Communicable Diseases.

6. Two primary public health interventions to stem the spread of communicable diseases are case investigation and contact tracing.

7. Case investigation involves collecting clinical information, interviewing people infected with or suspected of having a communicable disease, and obtaining epidemiological data directly from such persons and/or the facility to fully understand the risk of onward disease transmission.

8. Contact tracing involves identifying people who may have been exposed to and infected with the communicable disease because of contact with an infected person. Within a congregate setting such as a detention center, contract tracing often requires interviewing staff, detainees, and others present at the facility to determine the scope of contact with infected people.

9. Public health officials will then use this contact tracing information to determine whether staff, detainees, and others present at the facility present a risk of spreading the infection once they leave the facility and interact with the public at

large. This may include additional testing to determine if the contact has become infected.

10. If a person with active tuberculosis disease interacted with the public at large, the case investigation and contact tracing process begins anew based on who and where the infected person interacted.

11. The final step involves case management, which is ensuring that infected cases and contacts receive treatment, counseling, and other services.

12. These tasks are best performed by on-the-ground public health experts as compared to reviewing second- or third-hand information gathered by others, who may not have the requisite training and experience to adequately complete these vital tasks.

13. Public health investigations based on hearsay do not lead to effective public health responses. Rather, those investigations may result in miscommunication, confusion, and at worst, the continued spread of communicable disease.

III. Tuberculosis

A. Tuberculosis Is a Serious Disease.

14. Tuberculosis is an infectious disease caused by a bacterium called *Mycobacterium tuberculosis*. It most often affects the lungs.

15. There are two tuberculosis-related conditions: inactive tuberculosis infection and active tuberculosis disease.

16. With inactive tuberculosis, the germs can live in the body for years without the infected person feeling sick. People with inactive tuberculosis do not have symptoms and cannot spread tuberculosis germs to others.

17. However, inactive tuberculosis can develop into active tuberculosis disease at any time and result in symptoms. This typically happens when the immune system becomes weakened and the system cannot stop the germs from growing.

18. As many as 13 million people in the United States have inactive tuberculosis.

19. Active tuberculosis disease happens when the immune system cannot keep tuberculosis germs from multiplying and growing in the body.

20. Symptoms typically depend on which part of the body is affected by the infection. While it usually affects the lungs, it can also affect the kidneys, brain, spine, and other body parts.

21. Common symptoms of active tuberculosis in the lungs (called pulmonary tuberculosis) are prolonged cough (sometimes with blood), chest pain, weakness, fatigue, weight loss, fever, and night sweats.

22. Tuberculosis is usually treated with antibiotics. However, it can be fatal without treatment. And in some instances, certain strains of tuberculosis become antimicrobial resistant, leading to an ineffectiveness of antibiotic treatment.

B. Tuberculosis Is Highly Contagious.

23. Tuberculosis is spread through the air when an infectious person with pulmonary tuberculosis or tuberculosis in the throat who is not on an appropriate treatment regimen coughs, sneezes, sings, or spits.

24. People nearby may breathe in these germs and become infected. The bacteria can stay in the air for several hours depending on the environment.

25. Some people with infectious tuberculosis do not have any symptoms but can still spread the disease.

26. For others, the symptoms may be mild for many months, which results in the spread of the disease to others without knowing it.

27. Tuberculosis is especially contagious in congregate settings such as jails, skilled nursing facilities, shelters, and other health care facilities.

28. These settings are at an increased risk of an outbreak because they typically have large numbers of people in an enclosed space for long periods of time.

29. Certain congregate settings, like immigration detention facilities, are at an even higher risk of transmission because they will often detain individuals who recently traveled from regions where tuberculosis is more common, like Latin America, the Caribbean, Africa, Asia, Eastern Europe, and Russia.

30. When transmission happens, it is crucial that exposed people with inactive tuberculosis infection be quickly identified and treated. Exposed people who are identified as having infectious active tuberculosis disease must be quickly identified, isolated, and treated.

31. If people with active tuberculosis disease in their lungs or throat are not quickly identified and isolated, they will likely pass the disease to others.

32. If a facility does not accurately document which individuals may have encountered an infected person, it can lead to ongoing transmission.

33. If a staff member or other individual is infected and goes on to develop active tuberculosis disease affecting the lungs or throat, that person can then transmit the disease outside the facility, including to friends, and family, and any others with which they come into contact.

34. Anyone can be infected with tuberculosis, but infection is especially worrisome for vulnerable populations, such as children and people who are immunocompromised or have chronic diseases like diabetes. These populations may have immune systems that are unable to stop the germs from multiplying and growing.

35. Untreated tuberculosis disease can be deadly. It is one of the leading causes of death in the world.

C. Tuberculosis Is Difficult to Identify.

36. Tuberculosis is generally diagnosed by a laboratory test. Laboratory tests for infection can include blood tests or skin tests.

37. Laboratory blood tests are the most effective method to detect a tuberculosis infection as they are often the most accurate.

38. When a person has a positive blood or skin test for tuberculosis infection, additional testing is done to determine if they may have active tuberculosis disease.

39. However, some people with tuberculosis may have a negative tuberculosis blood or skin test. These people may still exhibit signs or symptoms of tuberculosis and require additional tests.

40. Clinical evaluation for active tuberculosis disease includes medical history, physical examination, testing sputum for the presence of the bacteria, including culture, and a chest x-ray.

41. Tuberculosis is often difficult to investigate because the symptoms can often be confused with other respiratory infections and diseases.

42. Cooperation between facility staff and public health officials is crucial. These staff must help officials identify those who were in contact with the infectious person, provide medical information, and test and treat those who are infected. Failure to cooperate can lead to the spread of tuberculosis both in and out of a facility.

43. CDPHE, together with local public health, has previously investigated communicable diseases and outbreaks and implemented disease control interventions at the Aurora facility. Previous responses have included viral respiratory illnesses like COVID-19 and influenza, cases of gastrointestinal diseases, and an outbreak of mumps, a vaccine preventable disease.

IV. CDPHE's Previous Disease Control Activities at the Aurora Facility.

44. CDPHE has conducted public health interventions at the Aurora facility in collaboration with local public health in response to reported communicable disease transmissions and outbreaks.

45. The GEO Group consistently provided local public health and us with access to the Aurora facility to conduct these interventions.

46. For example, CDPHE performed a public health investigation at the Aurora Facility related to a mumps outbreak in 2019. I personally was involved in this investigation and visited the facility as part of the investigation. The GEO Group provided access to the facility and information related to the outbreak. During my visit, we were provided a tour of the housing pods and clinical facilities and met with facility leadership and clinical staff to discuss public health reporting, investigation, and disease control recommendations, including vaccination.

47. I'm also aware that Adams County Health Department, the local public health agency overseeing the county in which the Aurora facility is located, and the Denver Health Tuberculosis Clinic, who contracts with CDPHE and Adams to perform tuberculosis case investigation, were able to access the Aurora Facility to conduct an investigation related to an active tuberculosis case in 2024. It's my understanding that public health staff were able to access the facility to interview the patient, perform a case investigation, and ensure implementation of disease control measures.

48. And again in January 2026, CDPHE and Adams County Health Department received multiple complaints from members of the public about widespread gastrointestinal illness in the Aurora facility. While I did not visit the

facility, I was involved with the public health investigation. The GEO Group provided information and access to the facility for this investigation.

49. During these case investigations, the GEO Group allowed us to inspect medical information and to interview staff and detainees.

50. The GEO Group did not prevent our access when we asked to investigate certain annexes of the facility, nor did they prevent our access when we asked to interview certain individuals.

51. The GEO Group did not require us to sign any releases or obtain any privacy releases from staff or detainees.

52. The GEO Group did not pause any of our investigations so that they could get further permission or instruction from ICE.

53. On the contrary, the GEO Group consistently provided us with the access we needed to perform our public health interventions.

54. With the cooperation of the GEO Group, we were able to successfully complete our public health interventions and curb the spread of communicable disease in the facility.

55. When CDPHE staff and local public health agencies perform public health interventions at the Aurora facility, we make sure not to materially interfere with the day-to-day activities of the facility. This includes not interfering with federal immigration processes and activities.

V. An Individual Had a Confirmed Case of Tuberculosis at the Aurora Facility.

56. In late June of this year, I became aware that an individual recently admitted to the Aurora facility was suspected of having active tuberculosis disease.

57. CDPHE staff coordinated with staff at the Adams County Health Department to respond to this suspicion.

58. On June 22, 2026, we confirmed that the suspected case was infectious tuberculosis disease.

59. We were able to confirm this by a reported positive PCR laboratory test for Tuberculosis bacteria.

60. It was crucial that local or state public health respond to this confirmed case and immediately perform contact tracing and case investigation to prevent further spread of the disease.

61. CDPHE staff monitored Adams County Health Department's response to this confirmation, including its issuance of a public health order on June 25, 2026.

62. The information and access requested in the public health order mirrored that which is typically requested when there is a confirmed tuberculosis case in a congregate setting.

63. On July 1, 2026, I learned that the GEO Group was no longer cooperating with Adams County staff. I therefore reached out to federal partners at the United States Department of Homeland Security and the Centers for Disease Control and Prevention. I hoped that joint-agency cooperation could help shed light on the situation and avoid further spread of tuberculosis.

64. Unfortunately, this outreach did not result in any meaningful coordination. I hoped that our federal partners would provide more specific information about the confirmed case of tuberculosis, the GEO Group's response to the case, and whether any other individuals had contracted the disease. But we were only provided very limited information as to how federal staff were responding to the confirmed case of tuberculosis. No specifics were shared.

65. It is my understanding that CDPHE tried on numerous occasions to request this information from the facility, but that the GEO Group has provided no meaningful information.

66. To this day, I still have no meaningful information showing that case investigation or contact investigation was completed. For instance, the Geo Group has not explained how it responded to the initial case confirmation, how many other detainees, staff, or other individuals encountered the infected individual, and whether contacts were properly tested or treated.

67. This is very troubling to me as the State's Epidemiologist. This lack of information means that we are totally in the dark as to what is happening in the facility, the scope of disease transmission, and whether Coloradans outside of the facility have been infected.

68. My staff and I cannot perform any disease control interventions without this information.

VI. Public Health Interventions Are Still Necessary Even if the Infected Individual was Allegedly Deported.

69. I have heard reports that the individual confirmed with tuberculosis may have been transported from the Aurora facility to a Texas detention facility. I've also heard that the individual may have already been deported out of the country.

70. However, I have not received official documentation confirming these reports.

71. Nevertheless, even if the infected individual was deported, it is still necessary for CDPHE to conduct a public health investigation at the Aurora facility.

72. I am aware of media reports that 12 additional detainees tested positive for tuberculosis. Although the Geo Group has stated that there was only one detainee that tested positive for tuberculosis, I have received no detailed and/or specific information that would disprove this reporting. I therefore cannot know for certain whether the facility presently contains detainees who have already tested positive for tuberculosis.

73. There could be individuals still at the facility today with tuberculosis that require treatment. But without documentation, it is difficult to know for sure.

74. It is also still important that CDPHE conduct contact tracing at the facility, particularly with staff who return to the community at the end of their shifts.

75. These staff may have had contact with the infected individual before he was allegedly put into isolation within the facility and transferred out of the facility.

76. If so, these staff may have then had contact with Coloradans in the community.

77. It is therefore crucial that public health experts learn which staff or others had contact with the individual, and who and where the staff or others interacted after they left the Aurora facility.

78. But without documentation of which staff or others may have had contact, and without interviewing those staff or others, CDPHE will have no information to conduct any effective contact tracing.

79. And every day that passes lessens the likelihood that staff and others will remember who and where they interacted after they had first contact with the infected individuals.

80. This will put the public at risk of contracting tuberculosis from unidentified infected persons long after the original individual was allegedly deported and transferred from the Aurora facility.

* * *

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 19th day of August, 2026.

A handwritten signature in black ink, appearing to read 'R. Herlihy', is written over a horizontal line.

Rachel Herlihy, M.D.

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Colorado Department of Public Health and Environment

(b) County of Residence of First Listed Plaintiff Denver, CO
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Ryan Lorch, Nora Passamaneck, Colorado Attorney General's Office,
1300 Broadway, 10th Floor, Denver, CO 80203, (720) 508-6168
(720) 508-6633

DEFENDANTS

The GEO Group, Inc.

County of Residence of First Listed Defendant Palm Beach County, FL
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Frederick R. Yarger, James N. Boeving, Wheeler Trigg O'Donnell
LLP, 370 17th St #4500, Denver, CO 80202 (303-244-1800)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☒ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C.A. §§ 2201, 2202

Brief description of cause:

Plaintiff sought preliminary injunction in state court.**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION DEMAND \$
UNDER RULE 23, F.R.Cv.P.

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

08/21/2026

SIGNATURE OF ATTORNEY OF RECORD

/s/James N. Boeving

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.