Executive Office for Immigration Review
Office of Policy, Public Resources and Communications Division

Performance Work Statement
National Qualified Representative Program

1.0 PURPOSE

The U.S. Department of Justice, Executive Office for Immigration Review (EOIR) is required to provide direct legal representation services nationwide to individuals in covered immigration proceedings who have been found mentally incompetent to represent themselves.

This Performance Work Statement (PWS) describes the outputs expected to be achieved to ensure agency compliance with the requirements set forth below.[1]

2.0 BACKGROUND

EOIR operates the National Qualified Representative Program (NQRP) pursuant to the *Franco-Gonzalez v. Holder*[2] court orders (*Franco* court orders) and EOIR's Nationwide Policy to Provide Enhanced Procedural Protections to Unrepresented Detained Aliens with Serious Mental Disorders or Conditions (Nationwide Policy). The NQRP provides direct legal representation to certain unrepresented, detained individuals found by an Immigration Judge or by the Board of Immigration Appeals (BIA) to be incompetent to represent themselves in immigration proceedings.[3]

3.0 DEFINED TERMS

3.1 "NQRP Respondents" are: 1) in the custody of the Department of Homeland Security (DHS) at the time of identification; 2) in covered immigration proceedings, as defined below in 8.1, before EOIR; and 3) determined by an Immigration Judge or the BIA to be incompetent to represent themselves in their immigration proceedings.

3.2 "*Franco* NQRP Respondents" are subject to the *Franco* court orders. These individuals are detained in DHS custody in the states of Arizona, California, or Washington at the time of identification.

3.3 "Nationwide Policy NQRP Respondents" are detained in DHS custody outside the states of Arizona, California, or Washington at the time of identification.

3.4 "Qualified Representatives" are counsel ordered by an Immigration Judge or the BIA on behalf of an NQRP Respondent.

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[1] The services described in this PWS may be provided by one contractor or multiple contractors.
[2] *Franco-Gonzalez v. Holder*, CV-02211, Partial Judgment and Permanent Injunction (C.D. Cal. R. Apr. 23, 2013); *Franco-Gonzalez v. Holder*, CV 10-02211, Order Further Implementing This Court's Permanent Injunction (C.D. Cal. R. Oct. 29, 2014).
[3] Nothing in this PWS negates or alters the agency's obligations under the orders of the District Court in *Franco*.

3.5 "*Franco* NQRP Cases" are cases in which the Contractor provides direct legal representation services to *Franco* NQRP Respondents.

3.6 "Nationwide Policy NQRP Cases" are cases in which the Contractor provides direct legal representation services to Nationwide Policy NQRP Respondents.

4.0 CONTRACT TYPE

The agency foresees a Fixed-Price Contracting model for the required services under this PWS per "Promoting Efficiency, Accountability, and Performance in Federal Contracting," Exec. Order No. 14402, 91 Fed. Reg. 24325 (May 5, 2026).

5.0 PERIOD OF PERFORMANCE

The period of performance for this contract is twelve (12) months, commencing from the date of award. Four additional one-year option periods may be exercised at the discretion of the agency.

6.0 PLACE OF PERFORMANCE

The NQRP is a nationwide program. The Contractor must provide the required direct legal representation services to all NQRP Respondents in covered immigration proceedings in both detained and, where applicable upon release[4], non-detained settings.

The place of performance will include detention facilities housing NQRP Respondents, detained and, where applicable, non-detained EOIR immigration courts, and other locations as needed.[5]

7.0 PROCESS OVERVIEW

The agency will **affirmatively identify** NQRP Respondents to the Contractor.

The process begins when an Immigration Judge or the BIA makes a finding of incompetence and orders a Qualified Representative. The order is sent to EOIR program staff, who compile relevant information such as the immigration court with jurisdiction, the DHS facility where the NQRP Respondent is detained, and the date the individual entered DHS custody. EOIR sends this information to the Contractor, who assigns a Qualified Representative to provide required services.

8.0 SCOPE OF WORK

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[4] For additional information, see section 15.0, "Funding Upon Release."

[5] The Contractor should make every effort to meet with NQRP Respondents in person at DHS detention facilities, where practicable. Immigration Judges are also authorized by statute to hold hearings by video conference and telephone conference. *See* INA § 240(b)(2), 8 C.F.R. § 1003.25(c); *see also* Executive Office for Immigration Review, Policy Manual, Part II, Chapter 4.7 (Hearings by Video or Telephone Conference), https://www.justice.gov/eoir/reference-materials/ic/chapter-4/7.

8.1 Covered Immigration Proceedings

8.1.1 The Contractor must provide direct legal representation through the provision of a Qualified Representative in the following covered immigration proceedings:

8.1.1.1 Representation in immigration proceedings prior to **entry of a final administrative order or determination**, as follows:

8.1.1.1.1 Immigration and Nationality Act Section 240 removal proceedings, deportation proceedings, and exclusion proceedings before the immigration court;

8.1.1.1.2 Custody redetermination (bond) proceedings before the immigration court;

8.1.1.1.3 Immigration court "asylum only" and "withholding only" proceedings pursuant to 8 C.F.R. § 1208.2; and

8.1.1.1.4 Appellate proceedings before the BIA.

8.1.1.2 Representation in any bond proceedings before EOIR that occur **after an order of removal has become administratively final**;

8.1.1.3 Representation in any motions to reopen and/or reconsideration directly relating to representation described above; and

8.1.2 Excluded from Direct Legal Representation: Services related to any claims or litigation before federal district courts, circuit courts of appeals, or the Supreme Court of the United States **are not covered under this PWS**.

8.2 Requirements for Direct Legal Representation Services

The Contractor shall perform direct legal representation services (corresponding to the *Franco* Legal Services Pricing Worksheet and the Nationwide Policy Legal Services Pricing Worksheet) in accordance with rules of professional conduct and ethical responsibilities for NQRP Respondents on an as-required basis at a fixed unit price.

The *Franco* NQRP Case Baseline Services, or Nationwide Policy NQRP Case Baseline Services set forth below may be accompanied by one or more of the legal services described in 8.2.3, based on the *Franco* NQRP Respondent or Nationwide Policy NQRP Respondent's eligibility for relief.

8.2.1 *Franco* NQRP Case Baseline Services

8.2.1.1 **Initial Case Assessment and Client Meeting**: The Qualified Representative must meet with the *Franco* NQRP Respondent and assess potential forms of relief from removal and other case disposition options.

8.2.1.2 **Evaluation of Safeguards and Other Potential Motions**: The Qualified Representative must evaluate appropriate safeguards and may file any relevant motions as necessary.

8.2.1.3 **Representation at Immigration Court Hearing(s)**: The Qualified Representative must enter an appearance pursuant to 12.1, below, and provide representation to the *Franco* NQRP Respondent at all immigration court hearings.

8.2.1.4 **Repatriation/Release Planning**: The Qualified Representative must develop and execute a plan for release from DHS custody and/or repatriation. The release/repatriation plan may include the securing of housing and transportation, coordination for the continuation of medical, psychiatric, and/or psychological services, and the facilitation of family and/or community support.

8.2.2 Nationwide Policy NQRP Case Baseline Services

8.2.2.1 **Initial Case Assessment and Client Meeting**: The Qualified Representative must meet with the Nationwide Policy NQRP Respondent and assess potential forms of relief from removal and other case disposition options.

8.2.2.2 **Evaluation of Safeguards and Other Potential Motions**: The Qualified Representative must evaluate appropriate safeguards and may file any relevant motions as necessary.

8.2.2.3 **Representation at Immigration Court Hearing(s)**: The Qualified Representative must enter an appearance pursuant to 12.1, below, and provide representation to the Nationwide Policy NQRP Respondent at all immigration court hearings.

8.2.2.4 **Repatriation/Release Planning**: The Qualified Representative must develop and execute a plan for release from DHS custody and/or repatriation. The release/repatriation plan may include the securing of housing and transportation, coordination for the continuation of medical, psychiatric, and/or psychological services, and the facilitation of family and/or community support.

8.2.3 Specific Legal Service Categories: In addition to the *Franco* NQRP Case Baseline Services or Nationwide Policy NQRP Case Baseline Services described above, the Qualified Representative may provide one or more of the following legal services based on the NQRP Respondent's eligibility for relief. For each of the specific legal service categories below, the Contractor must prepare and file the applicable application/petition, along with supporting evidence, and provide proof of service completion.

8.2.3.1 **Termination**, *Minimum Requirements*

8.2.3.1.1 The Contractor must confirm the NQRP Respondent's eligibility for the form of relief;

8.2.3.1.2 The Contractor must prepare and file a motion for termination with the immigration court;

8.2.3.1.3 The Contractor must provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of Immigration Judge decision on motion.

8.2.3.2 **Voluntary Departure**, *Minimum Requirements*

8.2.3.2.1 The Contractor must confirm the NQRP Respondent's eligibility for the form of relief;

8.2.3.2.2 The Contractor must prepare and file a request for Voluntary Departure with the immigration court;

8.2.3.2.3 The Contractor must provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of Immigration Judge decision on request.

8.2.3.3 **Asylum/Withholding of Removal/Convention Against Torture**, *Minimum Requirements*

8.2.3.3.1 The Contractor must confirm the NQRP Respondent's eligibility for the form of relief;

8.2.3.3.2 The Contractor must prepare and file an application with the immigration court;

8.2.3.3.3 The Contractor must provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of Immigration Judge decision on application.

8.2.3.4 **Cancellation of Removal**, *Minimum Requirements*

8.2.3.4.1 The Contractor must confirm the NQRP Respondent's eligibility for the form of relief;

8.2.3.4.2 The Contractor must prepare and file an application with the immigration court;

8.2.3.4.3 The Contractor must provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of Immigration Judge decision on application.

8.2.3.5 **Adjustment of Status**, *Minimum Requirements*

8.2.3.5.1 The Contractor must confirm the NQRP Respondent's eligibility for the form of relief;

8.2.3.5.2 The Contractor must prepare and file an application with the immigration court and/or USCIS;

8.2.3.5.3 The Contractor must provide evidence of service completion by providing the following as part of the Contractor's invoice submission:

Copy of Immigration Judge decision on application and/or copy of USCIS filing confirmation.

8.2.3.6 **Other Non-Specified Forms of Relief Available in Immigration Court**, *Minimum Requirements*

8.2.3.6.1 The Contractor must confirm the NQRP Respondent's eligibility for the form of relief;

8.2.3.6.2 The Contractor must prepare and file an application with the immigration court;

8.2.3.6.3 The Contractor must provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of Immigration Judge decision on application.

8.2.3.7 **Other Non-Specified Forms of Relief Available Before USCIS**, *Minimum Requirements*

8.2.3.7.1 The Contractor must confirm the NQRP Respondent's eligibility for the form of relief;

8.2.3.7.2 The Contractor must prepare and file an application with the immigration court and/or USCIS;

8.2.3.7.3 The Contractor must provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of Immigration Judge decision on application and/or copy of USCIS filing confirmation.

8.2.3.8 **Administrative Closure**, *Minimum Requirements*

8.2.3.8.1 The Contractor must confirm the NQRP Respondent's eligibility for the form of relief;

8.2.3.8.2 The Contractor must prepare and file a motion with the immigration court;

8.2.3.8.3 The Contractor must provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of Immigration Judge decision on motion.

8.2.3.9 **Bond Proceedings**, *Minimum Requirements*

8.2.3.9.1 The Contractor must confirm the NQRP Respondent's eligibility for the form of relief;

8.2.3.9.2 The Contractor must prepare and file a motion for termination with the immigration court;

8.2.3.9.3 The Contractor must provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of Immigration Judge decision on motion.

8.2.3.10 **Administrative (BIA) Appeals**, *Minimum Requirements*

8.2.3.10.1 The Contractor must assess the NQRP Respondent's grounds for appeal;

8.2.3.10.2 The Contractor must prepare and file a notice of appeal and brief with the BIA;

8.2.3.10.3 The Contractor must provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of the BIA decision.

8.2.3.11 **Motions to Reopen/Reconsider**

8.2.3.11.1 The Contractor must confirm the NQRP Respondent's eligibility for this motion;

8.2.3.11.2 The Contractor must prepare and file a motion to reopen/reconsider with the immigration court and/or BIA, as appropriate;

8.2.3.11.3 The Contractor must provide evidence of service completion by providing the following as part of the Contractor's invoice submission: Copy of Immigration Judge or BIA decision on motion.

9.0 INTERPRETATION SERVICES

The Contractor must ensure all services performed under this PWS are available in the language necessary to provide services to the NQRP Respondent. This includes bilingual/multilingual staff and access to language/interpretive services.

10.0 THIRD-PARTY SERVICES

In performing the services required under this PWS, a Qualified Representative may request funds to retain or procure experts and/or other third-party services. Any such request must be approved in writing by the COR.

11.0 QUALIFIED REPRESENTATIVE ELIGIBILITY

11.1 Qualified Representatives must be licensed attorneys, law students or law graduates directly supervised by licensed attorneys, or DOJ Accredited Representatives with full accreditation, as set forth in 8 C.F.R. § 1292.1.

11.1.1 Licensed Attorneys must be in good standing and maintain an "active" membership in the bar of at least one State, territory, or the District of Columbia.

11.1.2 Law Students or Law Graduates must be directly supervised by a licensed attorney who meets the requirements in 11.1 above. The law student must also be in good standing with an accredited law school and possess demonstrated experience assisting with immigration cases.

11.1.3 Accredited Representatives must be fully accredited through EOIR's Recognition and Accreditation Program and continue to maintain all eligibility requirements mandated under that program.

11.2 Qualified Representatives must be authorized to practice before the Immigration Courts and the BIA and, if applicable, must maintain an active EOIR ID. See EOIR Policy Manual Part II Chapter 2.1 (https://www.justice.gov/eoir/reference-

materials/ic/chapter-2/1) and Part III Chapter 2.1 (https://www.justice.gov/eoir/reference-materials/bia/chapter-2/1.

11.3 Qualified Representatives must complete a background check and obtain the necessary clearance(s) as required by EOIR's Office of Security.

11.4 Qualified Representatives should generally have at least one and a half years of experience practicing before the Immigration Courts and/or the BIA. Qualified Representatives with less than three years of experience should be under the significant supervision of a representative with over three years of experience.

12.0 PERFORMANCE OBJECTIVES

12.1 **Entry of Appearance:** Qualified Representatives are required to enter an appearance as the practitioner of record before the Immigration Court or BIA through the completion and filing of Form EOIR-28 or Form EOIR-27, respectively. *See also* Executive Office for Immigration Review, Policy Manual, Part II, Chapter 2.1 (Representation and Appearances Generally), https://www.justice.gov/eoir/reference-materials/ic/chapter-2/1. In completing these forms, the Qualified Representative must select the option "EOIR has ordered the provision of a Qualified Representative for the party named above and I appear in that capacity."

12.2 **Timing of Entry of Appearance:** The specific timeframes required for filing an entry of appearance vary for *Franco* NQRP Respondents and Nationwide Policy NQRP Respondents and depend on when the finding of incompetence is made, as outlined below:

12.2.1 *Franco* NQRP Respondents

12.2.1.1 If the finding of incompetence is made via a Judicial Competency Inquiry[6], the Qualified Representative will have **35 calendar days** from the date of the finding of incompetence to enter an appearance.

12.2.1.2 If the finding of incompetence is made after a Forensic Competency Evaluation[7] was ordered and a Competency Review hearing was conducted, the Qualified Representative will have **21 calendar days** from the date of the finding of incompetence to enter an appearance as required under the *Franco* court orders.

12.2.1.3 If the finding of incompetence is made via either of the two methods above, and such Respondent has also been detained in DHS custody for 180 days or more, the Qualified Representative will have **15 calendar days** from the date of the

[6] An information-gathering hearing to inform an Immigration Judge's determination concerning an individual's competence to represent him- or herself in covered immigration proceedings.
[7] An evaluation conducted by a mental health professional when an Immigration Judge finds there is insufficient evidence to determine an individual's competence to represent him- or herself in covered immigration proceedings.

finding of incompetence to 1) enter an appearance; and 2) appear at a bond hearing as required under the *Franco* court orders.

12.2.2 Nationwide Policy NQRP Respondents

12.2.2.1 If the finding of incompetence is made via *either* a Judicial Competency Inquiry or after a Forensic Competency Evaluation was ordered and a Competency Review hearing was conducted, the Qualified Representative will have **35 calendar days** from the date of the finding of incompetence to enter an appearance.

In addition to the requirements set forth above, the Qualified Representative is strongly encouraged to meet with the NQRP Respondent as soon as possible.

12.3 **Accelerated Time Requirement:** In specific circumstances, the Qualified Representative must enter an appearance **within 10 business days of EOIR's notification to the Contractor**. Such circumstances may include cases where the BIA or a federal court has ordered or required an accelerated entry of appearance by a Qualified Representative. The agency, in consultation with the Contractor, may develop guidance on additional situations, if any, where a Qualified Representative is required to comply with this accelerated timeline.

12.4 **Timeline Exceptions:** If the Contractor cannot meet the requirements above, the Contractor must communicate this to EOIR in writing as soon as possible but no later than the next business day after receipt of such notice. In the event the Contractor cannot meet the requirements above for a particular NQRP Respondent(s), the agency may, in its sole discretion, choose to satisfy those requirements using alternative contractors not associated with the Contractor.

12.5 **Restrictions on Withdrawal**: The Qualified Representative must not seek to withdraw from representation of the NQRP Respondent solely because of the Respondent's lack of capacity, lack of cooperation, refusal to consent to, and/or objection to representation by the Qualified Representative.

12.5.1 The Contractor must ensure that any withdrawal request is filed as part of a substitution of counsel by another Qualified Representative to ensure the NQRP Respondent is continuously represented. The Contractor must **notify the Contracting Officer's Representative (COR) in advance** of the filing of a motion to withdraw.

12.5.2 Granting a withdrawal request remains in the sole discretion of the relevant EOIR adjudicator. See Executive Office for Immigration Review, Policy Manual, Part II, Chapter 2.1(b)(3)(C) (Representation and Appearances Generally), https://www.justice.gov/eoir/reference-materials/ic/chapter-2/1 ; see also Part III, Chapter 2.1(b)(3)(C) (Representation and Appearances Generally), https://www.justice.gov/eoir/reference-materials/bia/chapter-2/1.

12.5.3 Nothing in this section precludes a Qualified Representative from moving to withdraw from representation of an NQRP Respondent where such withdrawal is otherwise required or permitted by law.

13.0 TRANSITION

13.1 Transition-In: The Contractor shall develop and utilize a structured process to assume full responsibility for the required direct legal representation services from the incumbent contractor. The Contractor must ensure seamless representation for all pending *Franco* NQRP Cases and Nationwide Policy NQRP Cases that carry over into the current award to prevent any disruption in services (*see* 18.0 below).

13.1.1 The Contractor must provide a transition-in plan as part of its proposal. The transition-in plan must describe how the Contractor will ensure no interruption to case services or required timeframes.

13.2 Transition-Out: Upon the expiration of the current award, the Contractor shall transfer full responsibility (including all relevant data and case information) for the required direct legal representation services to the incoming contractor and/or the agency. The Contractor must ensure seamless representation for all pending *Franco* NQRP Cases and Nationwide Policy NQRP Cases that will carry over into the next award to prevent any disruption in services.

14.0 FUNDING SCOPE

14.1 Contract funds are restricted to activities required to provide the direct legal representation services described in this PWS. Contract funds may not be used for any other purpose without the prior written authorization of the agency.

14.2 Subject to additional provisions below, contract funds may be used to provide services to NQRP Respondents whose covered immigration proceedings have not reached a **final administrative order or determination**. An order or determination becomes administratively final upon:

14.2.1 The expiration of the period in which DHS and/or the Respondent are permitted to seek BIA review of an Immigration Judge order (thirty (30) calendar days from the date of initial entry of the order); or

14.2.2 A final BIA determination on an appeal of an order or determination by the Immigration Judge.

14.3 The COR may approve the use of contract funds past the date on which an order or determination becomes administratively final upon a showing by a Qualified Representative of exceptional circumstances warranting the continuation of funding. Qualified Representatives must receive **written approval from the COR** before using

contract funds in cases that are not subject to the provisions below in which an order or determination has become administratively final.

15.0 FUNDING UPON RELEASE

15.1 NQRP Respondent Released from DHS Custody

15.1.1 Upon a ***Franco* NQRP Respondent's** release from DHS custody, contract funds may be used to provide the required direct legal representation services until the issuance of a final administrative order or determination in covered immigration proceedings.

15.1.2 Upon a **Nationwide Policy NQRP Respondent's** release from DHS custody, contract funds may be used to provide the required direct legal representation services until the issuance of a final administrative order or determination in covered immigration proceedings *or* until ninety (90) calendar days from the Respondent's release from DHS custody, <u>whichever is earliest</u>.

15.1.3 **NQRP Respondent Remains in DHS Custody Subject to Final Administrative Order**

15.1.4 When an NQRP Respondent is subject to a final administrative order and remains in DHS custody, contract funds are available to provide services for up to **90 calendar days** following the initial entry of the final order.

15.1.5 If such an NQRP Respondent is released from DHS custody, the terms of 15.1, immediately above, govern the availability of contract funds.

16.0 DELIVERABLES

16.1 **Program Operation Plans:** The Contractor must provide a Program Operation Plan (POP) for each current or prospective NQRP Qualified Representative organization intended to provide direct legal representation services. Each POP must include, at a minimum, the following:

16.1.1 Start date and implementation schedule for all services required under this PWS;

16.1.2 Explanation of the capabilities of the Qualified Representative organization or individual to efficiently and effectively provide the services required under this PWS;

16.1.3 Plan for data management and reporting, personnel management and staffing (including staff supervision), and training for Contractor staff;

16.1.4 For *Franco* NQRP Respondents, a proposed plan to provide the services required under this PWS to Respondents released from DHS custody in light of the extended

timelines of a non-detained docket. The plan must describe strategies for maintaining contact with such released Respondents, for ensuring continuity of representation by the same Qualified Representative, if possible, and for efficiently facilitating the transfer of such released Respondent cases to another Qualified Representative, if necessary. When possible, transfers should be made to Qualified Representatives within the same organization;

16.1.5 Plan to connect released NQRP Respondents to community-based services, including case management services, mental health services, medical services, substance abuse services, employment services, and housing services; and

16.1.6 For Nationwide Policy NQRP Respondents, a plan to utilize pro bono resources to facilitate continued direct legal representation for such Respondents released from DHS custody and no longer eligible for services under this PWS.

16.2 **Program Development, Implementation, Monitoring, Evaluation, and Reporting Requirements:** The Contractor must coordinate with the COR and on-site representatives to develop, implement, monitor, and evaluate the program at the performance sites. On-site representatives may include officials from the agency, from DHS, or other individuals deemed necessary by the Contractor or the COR. The Contractor must provide information regarding performance of this contract, as requested by the agency and on-site representatives, to permit program development, implementation, monitoring, and evaluation. Nothing in this section requires the Contractor to breach any ethical obligation the Contractor may have to withhold privileged or protected or other confidential information.

16.3 **Monthly Reports:** The Contractor must collect and provide comprehensive data regarding the NQRP cases for which it is providing representation. The Contractor must submit monthly program management progress reports to the COR listing the following data fields over the past month and cumulatively since the beginning of the period of performance, including (i) the alien registration number for **each NQRP case pending at the time of report submission**; (ii) the number of NQRP cases submitted to the Contractor for fulfillment during the reporting period; (iii) the location and jurisdiction (*Franco* or Nationwide Policy) of each NQRP case submitted to the Contractor for fulfillment during the reporting period; (iv) the number of NQRP cases completed during the reporting period, including the alien registration number and date of completion; and (v) any other data as deemed necessary by the Contracting Officer (CO) or the COR. Monthly reports are due by 11:59 p.m. Eastern Time fifteen (15) business days following the last day of each reporting period.

16.4 **Training:** The Contractor is responsible for developing and implementing all necessary training to equip Qualified Representatives with the knowledge and resources to competently provide the required services.

17.0 TRAVEL

17.1 Local Travel

17.1.1 The Contractor shall be reimbursed for local travel expenses within Federal Travel regulations (FTR) in effect at the time of the assignment.

17.1.2 Local travel is travel within a 50-mile radius of the traveler's office location or the traveler's permanent home address, whichever is closest to the location where the in-person service will be conducted.

17.1.3 Local travel may include mileage, parking, and/or tolls.

17.2 Long Distance Travel

17.2.1 The Contractor shall be reimbursed for long distance travel expenses within Federal Travel regulations (FTR) in effect at the time of the assignment.

17.2.2 Long distance travel is defined as travel beyond the 50-mile radius of the traveler's office location or the traveler's permanent home address, whichever is closest to the location where the in-person service will be conducted.

17.2.3 Travel reimbursement may be inclusive of flight, lodging, auto rental, and per diem as necessary to accomplish travel assignments.

Where in-person services are required, Qualified Representatives should be located within 50 miles of an immigration court location. The Contractor must make every effort to find a Qualified Representative within the local travel area before assigning a Qualified Representative outside of that region. Travel requiring an overnight stay must be approved in advance by the COR and/or CO. The COR and/or CO will approve or deny travel requests within five (5) business days of the request.

18.0 VOLUME

18.1 Below is the estimated caseload[8] for the contract period of performance, to include both *Franco* NQRP Cases and Nationwide Policy NQRP Cases:

18.1.1 Between 600 and 800[9] estimated cases initiated **prior to the start of this contract** that will carry over into the current award; and

[8] Several variables may cause the number of cases to fluctuate, including the fact that orders are initiated by Immigration Judges based on competency findings for the individuals appearing before them in proceedings. Immigration detention rates, public health issues, and various other factors may also affect the number of cases. The Contractor should be prepared for such fluctuations and plan its staffing accordingly.

[9] Of this number, EOIR estimates that there could be approximately 600 *Franco* NQRP cases and 100-200 Nationwide Policy NQRP cases.

18.1.2 Between 300 and 400[10] estimated **new cases** received during the contract period of performance[11].

Note for Contractors: Cases will likely require an average of approximately 100 hours of work over the life of the case, which may extend months or years. However, there is a large range of potential work required depending on the nature of the NQRP Respondent's mental incompetence and the complexity of the case. Cases may range from approximately 20 hours for the most legally simple cases to over 500 hours for the most procedurally and legally complex cases with work across multiple adjudicatory bodies.

19.0 INVOICES AND PAYMENT

19.1 The Contractor must render invoices monthly in electronic format to the COR at the email address specified in each task order. An invoice must include:

19.1.1 Name and address of the service provider

19.1.2 Invoice date and number

19.1.3 Contract line item number and, if applicable, the order number

19.1.4 Description, quantity, unit of measure, unit price and extended price of the items delivered

19.1.5 Terms of any discount for prompt payment offered

19.1.6 Name and address of official to whom payment is to be sent

19.1.7 Name, title, and phone number of person to notify in event of defective invoice

19.1.8 Taxpayer Identification Number (TIN)

19.1.9 Duns Number (as applicable)

19.2 The methodology of payment and frequency of payment shall be specified in each respective task order.

19.3 The COR will certify the invoice for payment. Negative inspection results will be reported immediately to the Contracting Officer.

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[10] Of this number, EOIR estimates that there could be approximately 185 new *Franco* NQRP cases and 200 new Nationwide Policy NQRP cases.

[11] The number of NQRP cases can vary by month and year. Most recently, EOIR has received an average of 30 cases per month.

19.4 Payments will made by Electronic Funds Transfer (EFT) due under this contract. An email where invoices shall be sent will be forthcoming upon award of the contract.

19.5 All follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification should be directed to the ordering agency's designated payment office unless otherwise specified in the task order.

19.6 The COR will approve satisfactory completion of all work and services billed.

19.7 It is the Contractor's responsibility to set up accountability and oversight to ensure all work was completed satisfactorily. Failure to accurately bill the agency will result in adjustments of amount billed in coordination between the Contractor, Contracting Officer, and COR.