

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

(f) Sensitive Information Incident Reporting Requirements.

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and Reporting requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

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

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

(g) Sensitive Information Incident Response Requirements.



- (1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.
- (2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
- (3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:
  - (i) Inspections,
  - (ii) Investigations,
  - (iii) Forensic reviews, and
  - (iv) Data analyses and processing.
- (4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

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

- (1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the DHS Privacy Incident Handling Guidance. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.
- (2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:
  - (i) A brief description of the incident;
  - (ii) A description of the types of PII and SPII involved;
  - (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
  - (iv) Steps individuals may take to protect themselves;
  - (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
  - (vi) Information identifying who individuals may contact for additional information.

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

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

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

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

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

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

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

(End of clause)

### **HSAR Class Deviation 15-01 Information Technology Security and Privacy Training (Mar 2015)**

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

(b) Security Training Requirements.

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

provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

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

(c) Privacy Training Requirements. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

**F. ICE INFORMATION GOVERNANCE AND PRIVACY REQUIREMENTS CLAUSE (JUL 2017)**

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

**(1) Privacy Act Information**

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at [www.dhs.gov/privacy](http://www.dhs.gov/privacy). Applicable SORNs of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.



### (2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

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

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

### (4) Separation Checklist for Contractor Employees

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

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

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

## B. Privacy Training, Safeguarding, and Remediation

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

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

Contractor shall provide training for all employees, including Subcontractors and independent contractors who have access to sensitive personally identifiable information (PII) as well as the creation, use, dissemination and/or destruction of sensitive PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle sensitive PII, including security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of sensitive PII. All Contractor employees are required to take the Privacy at DHS: Protecting Personal Information training course. This course, along with more information about DHS security and training requirements for Contractors, is available at [www.dhs.gov/dhs-security-and-training-requirements-contractors](http://www.dhs.gov/dhs-security-and-training-requirements-contractors). The Federal Information Security Management Act (FISMA) requires all individuals accessing ICE

information to take the annual Information Assurance Awareness Training course. These courses are available through the ICE intranet site or the Agency may also make the training available through hypertext links or CD. The Contractor shall maintain copies of employees' certificates of completion as a record of compliance and must submit an annual e-mail notification to the ICE Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.

(2) Safeguarding Sensitive PII Requirement

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

(3) Non-Disclosure Agreement Requirement

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

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

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

(5) Reporting Suspected Loss of Sensitive PII

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

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

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

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

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

modified in any way and whether additional training may be required.

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

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

#### (6) Victim Remediation

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

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

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

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

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

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

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

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



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

#### D. Data Privacy and Oversight

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

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

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

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

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

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

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

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

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked

by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

## 2.6 BPA Term

This BPA shall consist of a twelve (12) month base period and four (4) twelve (12) month option periods as shown below to be exercised at the discretion of the Government. Orders may have a Period of Performance of twelve (12) months from the last day of Option Period Four of this BPA.

<b>BPA Period</b>	<b>Ordering Period</b>
Base Period	12 months
Option Period One	12 months
Option Period Two	12 months
Option Period Three	12 months
Option Period Four	12 months

This BPA expires at the end of Option Period Four or on the end date of the Contractor's GSA Schedule contract, or on the end date of each subsequent contract period for which GSA extends the GSA Schedule contract by modification, in which case this BPA will be comparably extended by modification not to exceed a total period of performance of sixty (60) months. Orders may be placed against this BPA on or before the last day of Option Period Four if the option is exercised. Note that the FAR 52.217-8 clause has been included in this contract and will be exercised at the discretion of the Government.

Quoters may be awarded a BPA that extends beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA's period of performance. The BPA Holder is required to immediately notify, in writing, the BPA Contracting Officer if at any time the GSA Contract, upon which the BPA is based, is no longer in force.

This BPA is not a contract. If the BPA Holder fails to perform in a manner satisfactory to the BPA Contracting Officer, this BPA may be canceled at any time with written notice to the BPA Holder by the BPA Contracting Officer. BPA cancellation does not simultaneously cancel existing orders written against the BPA.

## 2.7 Ordering Officers

DHS/ICE Warranted Contracting Officers.

## **2.8 Orders**

Orders will be placed against this BPA by DHS/ICE Contracting Activities in accordance with the Ordering Procedures in Section 2.19.

## **2.9 Award of Orders under the BPA**

Each Order issued under this BPA will include, at a minimum, the following information as applicable:

1. BPA and Order Number;
2. Date of the order;
3. Description of the service(s) to be acquired and/or work to be performed;
4. Period of performance or required completion date;
5. Place of performance;
6. Deliverables;
7. Contract Line Item Number (CLIN) number and description, contract type, quantity, unit price and extended price;
8. The security requirements;
9. The payment schedule; and
10. Accounting and appropriation data.

## **2.10 Order Period of Performance**

The period of performance will be designated at the Order level. Orders may be issued at any time during the period of performance. Orders for supplies and services shall be priced using the pricing table specified in the BPA applicable to the Order's anticipated period of performance. Periods of Performance for orders for supplies or services issued in the final year of the BPA shall not extend beyond 12 months after the BPA's ordering period end date. The period of performance for each order shall be consistent with the funding appropriation being obligated.

## **2.11 Invoicing**

Invoicing procedures will be specified in each individual Order. The "remit to" address to which payment must be sent is applicable at the Order level. At a minimum, each invoice shall include the following information:

- (i) Name and address of the Contractor;
- (ii) Invoice date and invoice number. (Contractors should date invoices as close as possible to the date of mailing or transmission.);
- (iii) BPA and Order number and period of performance or other authorization for supplies delivered or services performed (including order number and contract line item number);
- (iv) Description of supplies or services;
- (v) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

## **2.12 Order of Precedence**



The terms and conditions apply to all Orders pursuant to the BPA. In the event of an inconsistency between the provisions of this BPA and the terms and conditions of the Contractor's GSA FSS contract, the federal supply schedule contract shall take precedence.

### **2.13 Place of Performance**

The place of performance will be at the Government's facilities as outlined in the PWS.

### **2.14 Travel**

As detailed in the PWS, Contractor travel may be required to support this requirement. All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with FAR 31.205-46 -- Travel Costs. The Contractor shall be responsible for obtaining COR approval (electronic mail is acceptable) for all reimbursable travel in advance of each travel event. Travel requirements will be specified at the Order level.

### **2.15 Security Considerations**

Contractor access to unclassified, but Security Sensitive Information may be required under this BPA. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination. Security requirements will be specified at the Order level.

### **2.16 Hours of Operation**

The hours of operation will be specified at the Order level.

### **2.17 Post Award Conference**

The Contractor shall attend a Post-Award Conference with the BPA Contracting Officer and the Contracting Officer's Representative (COR) no later than ten (10) business days after the date of award. The purpose of the Post-Award Conference, which will be chaired by the Contracting Officer, is to discuss contracting requirements. The Post-Award Conference will be held at a Government facility within the Northern Capital Region (NCR) or via teleconference as determined by the Contracting Officer.

Post award conferences at the Order level shall be held at the discretion of the Order Contracting Officer (OCO) awarding the Order if that OCO determines one to be necessary.

### **2.18 Past Performance**

Contractor Performance Assessment Reporting System (CPARS) will be utilized to record a Contractor's past performance information on individual Orders when applicable.

### **2.19 Ordering Procedures**

#### **2.19.1 General**

The DHS/ICE Ordering Contracting Officer (OCO) will award and administer Orders in accordance with the ordering procedures set forth in the BPA and the procedures outlined in FAR 8.405-3(c) -- Ordering from BPAs.

### 2.19.2 Order Request for Quotation (RFQ)

Orders will be within the scope, issued within the period of performance, and be within the estimated value of the BPA. Only the Contracting Officer for the BPA may modify the agreement to change the scope, period, or estimated value as allowed by law.

The Order Request for Quote (RFQ) will be in writing (via mail, e-mail, or fax) and include a description of the required supplies or services, the evaluation or review criteria, and the evaluation or review procedure. The evaluation or review may be based on technical factors such as, but not limited to, technical capabilities, management approach, past performance, and price.

The BPA Holder shall submit a quotation in accordance with the OCO's RFQ instructions. The information that the OCO requests from the BPA Holder shall be the minimum needed.

No payment will be made to the BPA Holder for the cost to prepare or submit an Order quote.

### 2.20 Commencing Work

The BPA Holder shall not commence work until authorized by the OCO. This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases by orders issued under this BPA.

### 2.21 Annual Review of the BPA

In accordance with FAR 8.405-3(e), the Department of Homeland Security, Office of Procurement Operations which has established this BPA will conduct an annual review to determine whether the schedule contract, upon which the BPA was established, is still in effect, the BPA still represents the best value, and estimated quantities/amounts have been exceeded and additional price reductions can be obtained. The results of this review will be documented in accordance with the Federal Acquisition Regulation.

### 2.22 BPA Administration

The Contracting Officer (CO) for this BPA is identified below:

<b>Name:</b>	(b)(6); (b)(7)(C)
<b>Agency:</b>	Investigations and Operations Support Dallas (IOSD) Immigration and Customs Enforcement (ICE) Department of Homeland Security (DHS)
<b>Address:</b>	7701 North Stemmons Freeway, Suite 300 Dallas, TX 75247
<b>Voice:</b>	214-904-(b)(6);
<b>Email:</b>	(b)(6); (b)(7)(C) @ice.dhs.gov

The Contract Specialist (CS) for this BPA is identified below:

<b>Name:</b>	(b)(6); (b)(7)(C)
--------------	-------------------

<b>Agency:</b>	Investigations and Operations Support Dallas (IOSD) Immigration and Customs Enforcement (ICE) Department of Homeland Security (DHS)
<b>Address:</b>	7701 North Stemmons Freeway, Suite 300 Dallas, TX 75247
<b>Voice:</b>	214-905-(b)(6); (b)(7)(C)
<b>Email:</b>	(b)(6); (b)(7)(C)@ice.dhs.gov

Contracting Officer's Representative (COR):

<b>Name:</b>	(b)(6); (b)(7)(C)
<b>Agency:</b>	Counterterrorism and Criminal Exploitation Unit (CTCEU) Immigration and Customs Enforcement (ICE) Department of Homeland Security (DHS)
<b>Address:</b>	1525 Wilson Blvd. Arlington, VA 22209
<b>Voice:</b>	703-235-(b)(6);
<b>Email:</b>	(b)(6); (b)(7)(C)@ice.dhs.gov



(b)(6); (b)(7)(C)  
(b)(6); (b)(7)(C) kl gates.com  
T 202.778 (b)(6)  
F 202.778 (b)(6)

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**REQUEST FOR CICA STAY**

August 24, 2018

**VIA EPDS**

General Counsel  
U.S. Government Accountability Office  
441 G Street, N.W.  
Washington, DC 20548

**Attn: Procurement Law Control Group/Bid Protest**

**Re: Protest of ManTech Advanced Systems International, Inc.**

Dear General Counsel:

(b)(5)

<sup>1</sup> ManTech’s address is 2251 Corporate Park Drive, Suite 300, Herndon, VA 20171. ManTech’s telephone number is (703) 218-6000. The person most knowledgeable about this protest is (b)(6); (b)(7)(C) He can be reached at the above address for ManTech. The e-mail address and telephone number for (b)(6); (b)(7)(C) ManTech.com and (703) 488-

(b)(6); (b)(7)(C)  
<sup>2</sup> The procuring agency for the contract is the Department of Homeland Security, U.S. Immigration and Customs Enforcement which is located at 7701 N. Stemmons Freeway, Suite 300, Dallas, TX 75247. The Contracting Officer for this procurement is (b)(6); (b)(7)(C)

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IN ACCORDANCE WITH GAO PROTECTIVE ORDER

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IN ACCORDANCE WITH GAO PROTECTIVE ORDER**



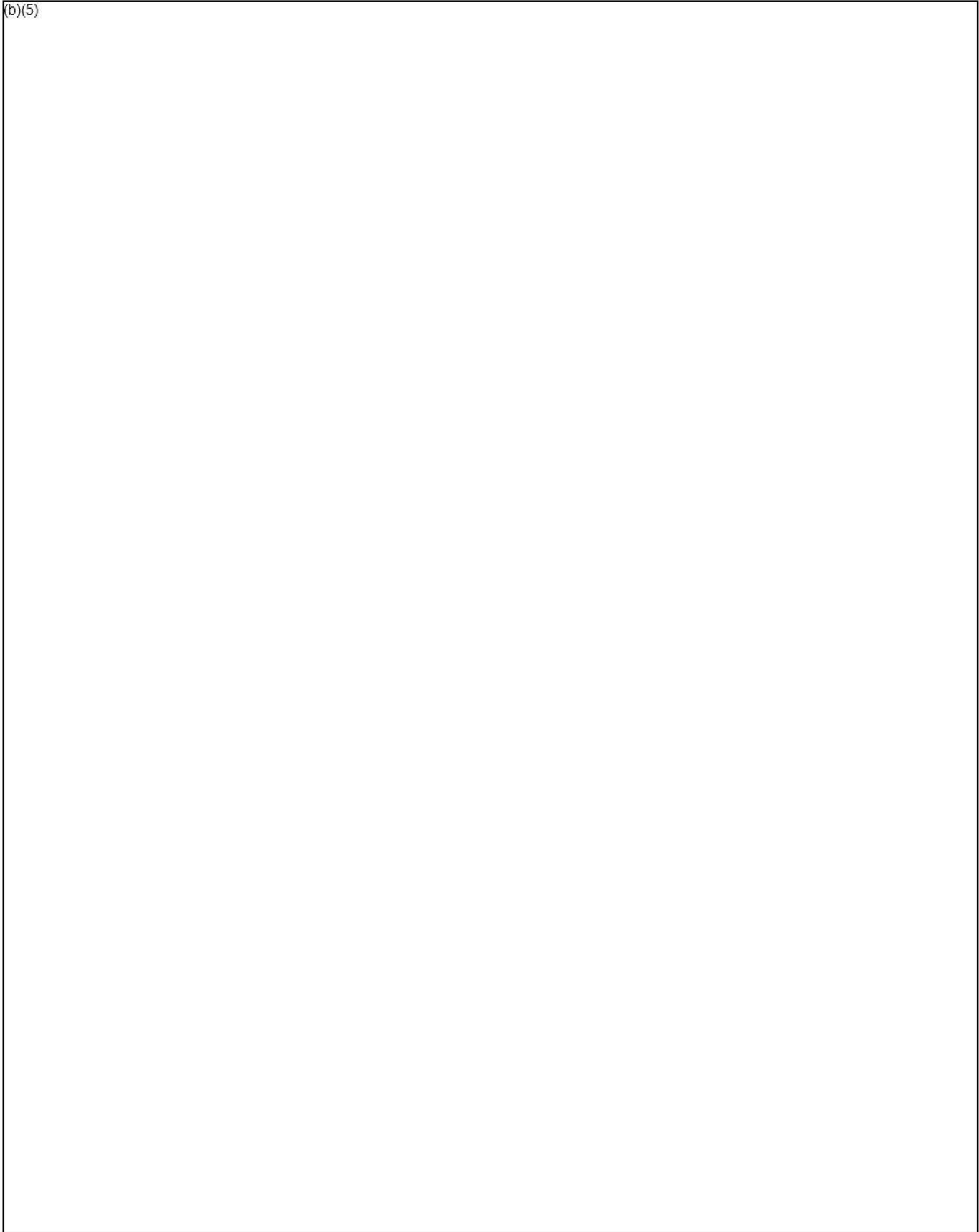
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**Protest of ManTech Advanced Systems International, Inc.**

**August 24, 2018**

**Index of Exhibits**

**Exhibits:**

- A. RFQ
- B. PWS
- C. Unsuccessful Quoter Notice
- D. Brief Explanation of Award Decision
- E. ManTech Proposal, Vol. II - Staffing Approach



# Protest of ManTech Advanced Systems International, Inc.

August 24, 2018

## **Exhibit A**

### **RFQ**

**U.S. Department of Homeland Security (DHS)**  
*Office of the Acquisition Management (OAQ)*  
*Investigations and Operations Support Dallas (IOSD)*  
7701 N. Stemmons Freeway, Suite 300, Dallas, TX 75247



**U.S. Immigration  
and Customs  
Enforcement**

June 4, 2018

**TO:** GSA Professional Service Schedule (PSS) 00CORP, Special Item Number (SIN) 874-1,  
Integrated Consulting Services

**FROM:** (b)(6); (b)(7)(C) Contracting Officer, Investigations and Operations Support Dallas  
(IOSD), ICE Office of Acquisition Management (OAQ)

**SUBJECT:** Request for Quote (RFQ) Number 70CMSD18Q00000016 for Visa Lifecycle Vetting Initiative (VLVI) Support Services

Dear GSA Schedule Holders:

The U.S. Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), National Security Investigation Division (NSID), Visa Security Program (VSP) and Counter-Terrorism and Criminal Exploitation Unit (CTCEU) requires Visa Lifecycle Vetting Initiative (VLVI) support services as described in the attached Performance Work Statement (PWS).

This solicitation is being issued against the GSA PSS SIN 874-1. The ICE Office of Acquisition Management (OAQ) anticipates that this RFQ will result in a Firm-Fixed Price (FFP) single award Blanket Purchase Agreement (BPA). All terms and conditions of the GSA PSS contract along with those within Attachment 3 apply to this requirement.

The Period of Performance for this BPA will include a twelve (12) month base period and four (4) twelve (12) month option periods.

RFQ Attachments:

1. Attachment 1 – Performance Work Statement (PWS)
2. Attachment 2 – BPA Pricing Template
3. Attachment 3 – Terms and Conditions
4. Attachment 4 – Vendor Questions

## Quote Submission Instructions, Evaluation Factors, and Methodology

### 1. SUBMISSION INSTRUCTIONS

#### 1.1. General Conditions

The Immigration and Customs Enforcement (ICE) Office of Acquisition Management (OAQ) is releasing this Request for Quote (RFQ) in electronic format only. The Government will not be obligated to pay any cost incurred by a contractor in preparation and submission of a Quote in response to this RFQ.

The Government anticipates award of a single award Firm Fixed Price (FFP) Blanket Purchase Agreement (BPA) for the Visa Lifecycle Vetting Initiative (VLVI) support services to the Quoter whose quotation represents the best value to the Government as set forth in this RFQ. The Government may award the BPA to other than the Quoter offering the lowest price or achieving the highest confidence rating. The Government warns Quoters that taking exception to any term or condition of the RFQ, including submitting any alternate quote that requires relaxation of a requirement, may make a quote ineligible for the BPA award, unless the RFQ expressly authorizes such an exception with regards to a specific term or condition.

#### 1.2. General Information

**1.2.1. Points of Contact (POC).** All correspondence in conjunction with this solicitation should be directed to the Government Contracting Officer and Contract Specialist identified below:

Contracting Officer's Name: (b)(6); (b)(7)(C)  
E-mail address: (b)(6); (b)(7)(C)@ice.dhs.gov

Contract Specialist Name: (b)(6); (b)(7)(C)  
E-mail address: (b)(6); (b)(7)(C)@ice.dhs.gov

**1.2.2. Submissions.** Minimum submission requirements are defined as Quotes received in accordance with all terms, conditions, due dates, and any other submission compliance requirements as defined in this RFQ. All submissions shall be provided electronically to the POCs identified in Section 1.2.1. Electronic copies shall be formatted using Microsoft Office, 2003 or 2007, with file names that are consistent with the structure of the quotation. Individual file sizes shall not exceed 5 MB and the submission must include solicitation number in the subject line of the e-mail.

**1.2.3. Submission Due Date.** Quotes must be received no later than 3:00 PM Central Standard Time (CST) on Wednesday, July 11, 2018. Late submissions will not be considered.

**1.2.4. Questions.** The cutoff date for questions is June 11, 2018 by 12:00 PM CST. Quoters are to email questions utilizing Attachment 4 – Vendor Questions to the Points of Contact identified in 1.2.1. Questions submitted after this cut off will be responded to at the discretion of the Contracting Officer.

### 1.3. QUOTE DOCUMENTS

**1.3.1. Page Limitations.** The title page, table of contents, table of figures, list of tables and glossary of abbreviations & acronyms do not count against page count limitations. Quote contents that exceed the stated page limitations will be removed from the Quote by the Contracting Officer, prior to turning the Quote over to the Government evaluation team, and will not be considered in the evaluation. See Section 1.3.3 for applicable page limits.

**1.3.2. Format.** Text shall be on 8½” x 11” paper (except as specifically noted), with a minimum one-inch margin all around. A page printed on both sides shall be counted as two pages. Print shall be of a minimum 12-point font. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

**1.3.3. Volumes and Organization.** Quoters must submit their written response in five (5) separate volumes:

- Volume I: Quote Summary;
- Volume II: Staffing Approach;
- Volume III: Corporate Experience;
- Volume IV: Key Personnel and;
- Volume V: Price.

Pricing data is prohibited in, and shall be omitted from, Volumes I, II, III, and IV. Any conditional assumptions taken with respect to the requirements and the RFQ shall be fully explained in the quotation.

The page limitations shown below do not include any “front matter” information such as a title page, table of contents, definitions or acronyms. Any staffing approach, corporate experience, key personnel, or pricing information submitted within the “front matter” will not be considered.

Volume	Volume Title	RFQ Reference	Page Limit
I	Quote Summary	1.3.4	None
II	Staffing Approach	1.3.5	Six (6)
III	Corporate Experience	1.3.6	Three (3) Copies of the SOW/PWS are not included in the page count.
IV	Key Personnel	1.3.7	Key Personnel submissions shall not exceed three (3) pages per person this includes two (2) pages

			for resumes and one (1) page for Letters of Commitment
V	Price	1.3.8	None

**1.3.4. Volume I: Quote Summary.** The Quote shall include the following:

- a. RFQ Number & Title
- b. Name and address of Quoter
- c. Date of submission
- d. Name, telephone number & e-mail address of Quoter’s main point-of-contact
- e. Name of Quoter’s contract administration office
- f. Name, title and signature of authorized Quoter representative
- g. GSA PSS SIN 874-1 Contract Number
- h. Dun & Bradstreet Number
- i. **All** assumptions (for non-price factors and pricing) to the RFQ (including the PWS) must be identified in this section.
- j. Any representations and certifications required by Attachment 3 – Terms and Conditions

**1.3.5. Volume II: Staffing Approach Submission Instructions.**

**1.3.5.1.** The plan shall include a description of the Quoter’s methodologies to meet the Security Clearance Requirements identified in section 4.5 of the Performance Work Statement (PWS), specifically addressing the retention of cleared personnel.

**1.3.5.2.** The plan shall address how the Quoter expects to maintain appropriate staffing levels and mechanisms for competitive employee retention and timely replacement for vacant positions. The plan shall also include specific discussion regarding recruitment and retention of junior personnel.

**1.3.5.3.** Quoters shall discuss their approach for handling realignment of personnel in response to changing/fluctuating workload within assigned program areas, and ability to temporarily increase staffing to respond to emergent or technically challenging assignments.

**1.3.6. Volume III: Corporate Experience Submission Instructions.**

Quoters shall provide recent and relevant demonstrated corporate experience contract examples leading and completing Government vetting and/or law enforcement intelligence and threat analysis efforts. Recent contracts are those performed within five (5) years of the date of issuance of this RFQ, and relevant is considered to be of similar size, scope, and complexity to the taskings described in the PWS. At a minimum, the Quoter’s cited corporate experience shall demonstrate that the Prime Quoter has at least five (5) years of experience working on recent and relevant Government contracts and has worked on at least one (1) recent and relevant contract with a value of \$80M or more. The cited demonstrated corporate experience should include management and

coordination of multiple support teams and/or subcontractor relationships of a comparable size, scope and complexity to the VLVI requirement. Demonstrated corporate experience examples can be from the Prime Quoter or the Prime Quoter's Major Subcontractors. However, at least one (1) of the corporate experience submissions must demonstrate that the Prime Quoter has experience working on recent and relevant Government contracts. Examples where the Prime Quoter and Major Subcontractor can demonstrate corporate experience performing on relevant Government contracts together/teaming together is permitted. Major Subcontract is defined as a subcontractor performing at least 25% (in hours or dollars) of the requirement relevant to the prospective BPA.

For the purposes of this Volume, contract shall be defined as:

- a. a Task Order (TO) or Delivery Order (DO) placed under a single-award or multiple-award contract (FAR 16.501-1); or,
- b. a single work directive or similar instrument which contains a separate statement of work issued under a broader contract; or,
- c. a single order placed under a basic ordering agreement (BOA) (FAR 16.703); or,
- d. a single TO placed under a federal supply schedule (FSS) (FAR 8.405-2); or,
- e. a single TO placed under a single-award or multiple-award blanket purchase agreement (BPA) (FAR 8.405-3 or FAR 13.303)
- f. A BPA or Indefinite Delivery Indefinite Quantity (IDIQ) contract that has had at least \$80M in BPA Calls or TOs issued against it.
- g. a single Government or Commercial contract which does not include any of the types of instruments described in (a)-(f) above.

**1.3.6.1. Corporate Experience Documentation.** For each recent and relevant corporate experience contracts submitted, provide the following information:

- a. Contract Number (and DO number if applicable);
- b. Contract Type;
- c. Total Value of the Contract (beginning & ending value);
- d. Delivery or Performance Schedule;
- e. Government or commercial contracting activity address, telephone number and e-mail;
- f. Procuring Contracting Officers (PCO) and/or Contract Specialist's name, or point of contact for commercial entity responsible for signing or administering the contract, telephone number and e-mail;
- g. Description of scope of work requirements and a discussion of the similarities between the cited contract scope and the relevance standards identified above in 1.3.6;
- h. Contract period of performance;
- i. Percentage of effort performed as a prime or subcontractor;
- j. Brief self-assessment of contract performance. Your self-assessment must address performance to meet Technical and Schedule requirements within estimated costs (for cost type contracts);
- k. Copies of the Statements of Work or Performance Work Statements from each of the submitted contracts to establish the relevance of the contract to the scope of work activities OR a detailed description of contracted services certified by the Government Contracting Officer's Representative (COR).

**1.3.7. Volume IV: Key Personnel Submission Instructions.**

Quoters shall provide one (1) resume and Letter of Commitment for each of the proposed Key Personnel listed under PWS Section 4.0 that clearly demonstrates the proposed personnel possess the required skills and qualifications outlined in the PWS. Proposed Key Personnel resumes shall also include the following details:

- i. Names and name of current employer
- ii. Proposed Key Personnel Position
- iii. Availability percentage
- iv. Years of experience with current firm and other identified firms
- v. Education, including degree(s) and specialization
- vi. Active Registration, if a member of an organization - including year first registered and discipline
- vii. Breakdown of relevant experience and qualifications
- viii. Location of the office to which this individual will be permanently assigned during this assignment

### **1.3.8. Volume V: Price Submission Instructions**

Price Quotes must be based on the Quoter's own Quote, the Government's specifications, and other contractual requirements.

Quoters shall use Attachment 2, BPA Pricing Template, for submission of their Price Quote. The Quoter shall not hide any cost cells and provide viewable formula access to all cells. Quoters are strongly encouraged to offer discounted pricing from established prices in their GSA PSS contract for SIN 874-1. Additionally, Quoters shall use the labor categories and levels of effort provided, aligning each to its GSA PSS Contract SIN 874-1 **without deviation**. Quoters shall provide documentation mapping their GSA PSS labor categories to those described in Attachment 2.

The Government has included Not-To-Exceed (NTE) Travel Contract Line Item Numbers (CLINs). Quoters shall include the NTE Travel estimate in their total proposed price.

All items covered under option years may be ordered and performed during the scheduled period of performance of this contract. Quoters are required to provide prices for these items under option years. The prices for all option items will be evaluated in accordance with FAR 52.217-5. The U.S. Government makes no guarantee that the option years will be exercised. It will be the U.S. Government's unilateral right to exercise the option years. Once the option is exercised, the Quoter is required to perform the work when ordered during the scheduled period of performance of this contract.

## **2. EVALUATION METHODOLOGY**

- 2.1. Basis for Award.** The Government anticipates awarding a single award Firm Fixed Price (FFP) Blanket Purchase Agreement (BPA) for the Visa Lifecycle Vetting Initiative (VLVI) support services to the Quoter whose quotation represents the best value to the Government as determined by the evaluation criteria described herein. In determining the best value to the Government, non-price factors are more important than the price factor.



In the event that two or more Quotes are determined not to have any substantial differences with respect to the non-price factors, price becomes more important. In the event that Quotes do have substantial differences, award may be made to other than the Quoter with the lowest priced Quote, if the Government determines that a price premium is warranted due to a higher adjectival rating. The Government may also award to other than the highest price and/or the highest rated quotation, if it determines that a price premium is not warranted.

**2.2. Communications.** The Government reserves the right to hold discussions if necessary.

**2.3. Compliance Check.** The Government will first verify that the Quoter has met the minimum submission requirements as defined in Section 1.2.2. If the Quoter is considered non-compliant they will not be evaluated further. If after verifying that the Quoter is compliant with the solicitation, the procedures below will be followed to select the best value Quoter.

**2.4. Evaluation Process.** The Government will award to the Quoter whose quote offers the best value in terms of Corporate Experience, Key Personnel, Staffing Approach, and Price. Corporate Experience and Key Personnel will be evaluated first on a go/no-go (“Acceptable/Unacceptable”) basis. Quotes that are rated as Unacceptable for either Corporate Experience or Key Personnel will be ineligible for award and will be eliminated from the competition. Quotes rated “Acceptable” for Corporate Experience and Key Personnel will be evaluated further for Staffing Approach. Within the best value continuum, the Government will employ a Tradeoff analysis of price and Staffing Approach in evaluating the Quotes submitted.

The evaluation will be based on a complete assessment of the Quoter’s submission. Quotes shall be evaluated on the following separately rated non-price factors and price:

- Factor 1: Corporate Experience
- Factor 2: Key Personnel
- Factor 3: Staffing Approach
- Factor 4: Price

**2.4.1. Order of Importance.** The order of importance for the below evaluation factors is as follows:

- Staffing Approach is more important than price.
- As the non-price evaluation of quotations determines there are no substantial differences, price becomes more important in making the award determination.

The Government may award the BPA without discussions; therefore, each initial quote should include the most favorable Corporate Experience, Key Personnel, Staffing Approach, and Price that the Quoter can submit to the Government.

## **2.5. Factor Ratings and Evaluation**

**2.5.1. Factor 1: Corporate Experience Ratings and Evaluation.** The Government will evaluate the corporate experience to ensure they meet the requirements outlined in RFQ Section 1.3.6. Quotes

will be rated either acceptable or unacceptable, based on the rating definitions in the table below. Quotes that do not meet the specified requirements will be rated unacceptable and will be ineligible for award.

Acceptable	The quotation meets all corporate experience requirements as outlined in Request for Quote (RFQ) Section 1.3.6.
Unacceptable	The Quoter's Corporate Experience does not meet the requirements as stated in Request for Quote (RFQ) Section 1.3.6 on its initial offer. Quoter fails to meet one or more required criteria for technical acceptability.

**2.5.2. Factor 2: Key Personnel Factor Ratings and Evaluation.** Quotes shall be evaluated to determine whether they meet the requirements outlined in PWS Section 4.4. Quotes will be rated acceptable or unacceptable based on the rating definitions in the table below. Quotes that do not meet the specified requirements will be rated unacceptable and will be ineligible for award.

Acceptable	The Quoter's Key Personnel meet all of the requirements as stated in the PWS.
Unacceptable	The Quoter's Key Personnel do not meet the requirements as stated in the PWS based on its initial offer. Quoter fails to meet one or more required criteria for technical acceptability.

**2.5.3. Factor 3: Staffing Approach Factor Ratings.** Each Quoter's written submission will be reviewed and evaluated and assigned an adjectival rating, for the Staffing Approach evaluation factor. Simple statements of compliance or reiteration (i.e., "understood"; "will comply", "well-known techniques will be used"), without a detailed description of how compliance or performance will be met, may not sufficiently demonstrate a Quoter's ability to meet the requirements and may result in a rating of Unacceptable. The Government will evaluate the merits of Volume II using the following adjectival ratings and definitions scale below:

Excellent	The quotation exceeds requirements in a manner beneficial to the Government and demonstrates an exceptional understanding of the goals and objectives of the acquisition. One or more strengths exist and there are no weaknesses present. Risk of unsuccessful performance is very low.
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Acceptable	The quotation meets all minimum requirements and demonstrates an acceptable understanding of the goals and objectives of the acquisition. Quotation offers no additional benefits beyond the stated requirements and no significant weaknesses exist. Risk of unsuccessful performance is moderate.
Marginal	The quotation demonstrates a fair understanding of the goals and objectives of the acquisition but fails to meet all minimum requirements. Weaknesses outweigh any strengths that exist. Some revision(s) are required for minimum acceptability. Risk of unsuccessful performance is high.
Unacceptable	The quotation fails to demonstrate an understanding of the goals and objectives of the acquisition and fails to meet all minimum requirements. The quotation has one or more significant weaknesses that will be very difficult and/or impossible to correct. Major revision(s) are required for minimum acceptability. The quotation is unawardable.

During the course of the evaluation, the Government will document strengths, weaknesses, deficiencies and clarifications using the following definitions:

Term	Definition
Strength	An aspect of the quote that increases the likelihood of successful contract performance.
Weakness	A flaw in a quote that increases the risk of unsuccessful contract performance.
Significant Weakness	A weakness, or combination of weaknesses, that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a Quote/quotation to meet a Government requirement or a combination of significant weaknesses in a Quote/quotation that increases the risk of unsuccessful contract performance to an unacceptable level.
Clarification	Limited exchanges, between the Government and Quoters that may occur when award without discussions is contemplated. Clarifications do not result in the submission of a revised quote.

**2.5.4.Evaluation of Factor 3: Staffing Approach.** The Government will evaluate whether the Quoter’s staffing approach reflects competitive methods for recruitment and retention of personnel along

with effective and flexible methods for responding to the client's projects and environmental dynamics.

This includes:

- 2.5.4.1.** Quoter's techniques and ability for recruiting and retaining qualified and cleared personnel, in accordance with PWS requirements, over the life of the contract as well as the Quoters historical ability to retain cleared personnel.
- 2.5.4.2.** Quoter's techniques and ability for recruiting and retaining junior personnel, in accordance with PWS requirements, over the life of the contract as well as the Quoters historical ability to retain the junior personnel.
- 2.5.4.3.** Adaptability and flexibility in fulfilling multiple positions containing varied requirements within the scope of the PWS in a reasonable time for surge and future BPA Calls.

**2.5.5.Evaluation Factor 4 Price.** Price Quotes will not be assigned an adjectival rating, but will be evaluated with respect to reasonableness and completeness based on information submitted in the Quoter's price quote, including the completion of Attachments 2 – BPA Pricing Template. Should an award be made from this solicitation, it will be issued as a Firm Fixed Price (FFP) single award BPA with FFP BPA Calls.

Additionally, ICE may utilize one or more of the following methods to evaluate price:

- Comparison to other quotes received.
- Comparison and/or analysis based on Independent Government Cost Estimate.
- Comparison/Analysis to historical prices.
- Comparison with competitive published price lists.

The Government's price evaluation will assess the accuracy and completeness of the quotation, which involves verification that: 1) all line items are priced, 2) figures are correctly calculated and 3) prices/discounts are presented in the adequate format. As part of the price evaluation, the Government will evaluate the extension period authorized by Federal Acquisition Regulation (FAR) 52.217-8, "Option to Extend Services." Thus, for the purposes of evaluation under this RFQ, the Quoter's total price for the BPA will include the Base Period, all Option Periods, and the FAR 52.217-8 Option to Extend Services. The pricing for evaluation of FAR 52.217-8 will be derived by dividing the total amount of Option Period 4 by a factor of two (2).

**2.5.6.Reasonableness and Realism.** The Government will evaluate the proposed price for reasonableness (whether the price is too high), and may evaluate for realism (whether the price is too low that the performance of the contract will be at risk) for the base and all option periods, and the FAR 52.217-8 Option to Extend Services.

**2.5.7.Completeness.** Price Quotes shall be evaluated for completeness by ensuring the Quoter has submitted the completed Attachment 2, BPA Pricing Template, along with documentation mapping the Quoter's GSA PSS labor categories to those described in Attachment 2. Submission of an incomplete price quote will render the quote ineligible for award.

Protest of ManTech Advanced Systems International, Inc.

August 24, 2018

**Exhibit B**

PWS

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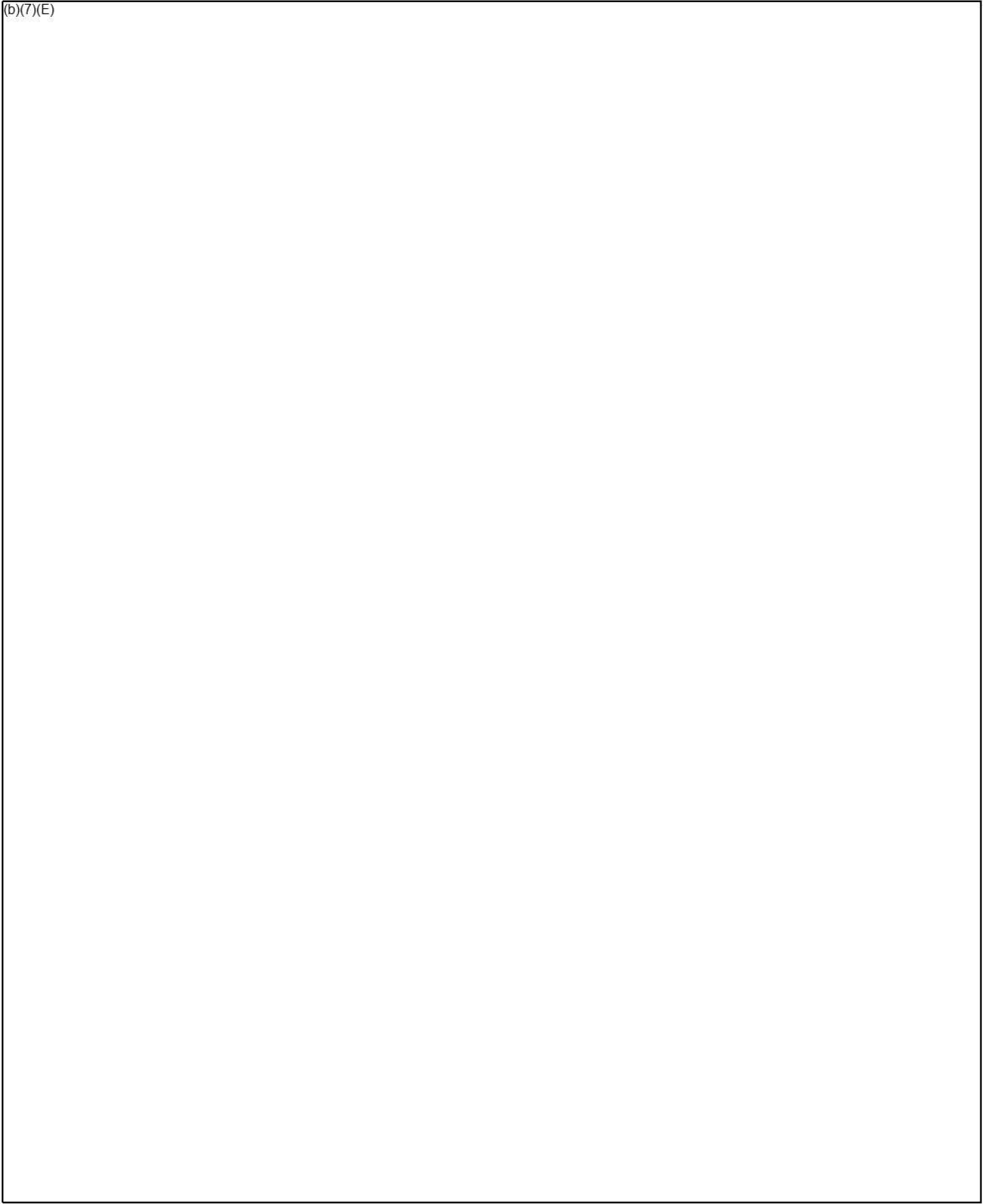


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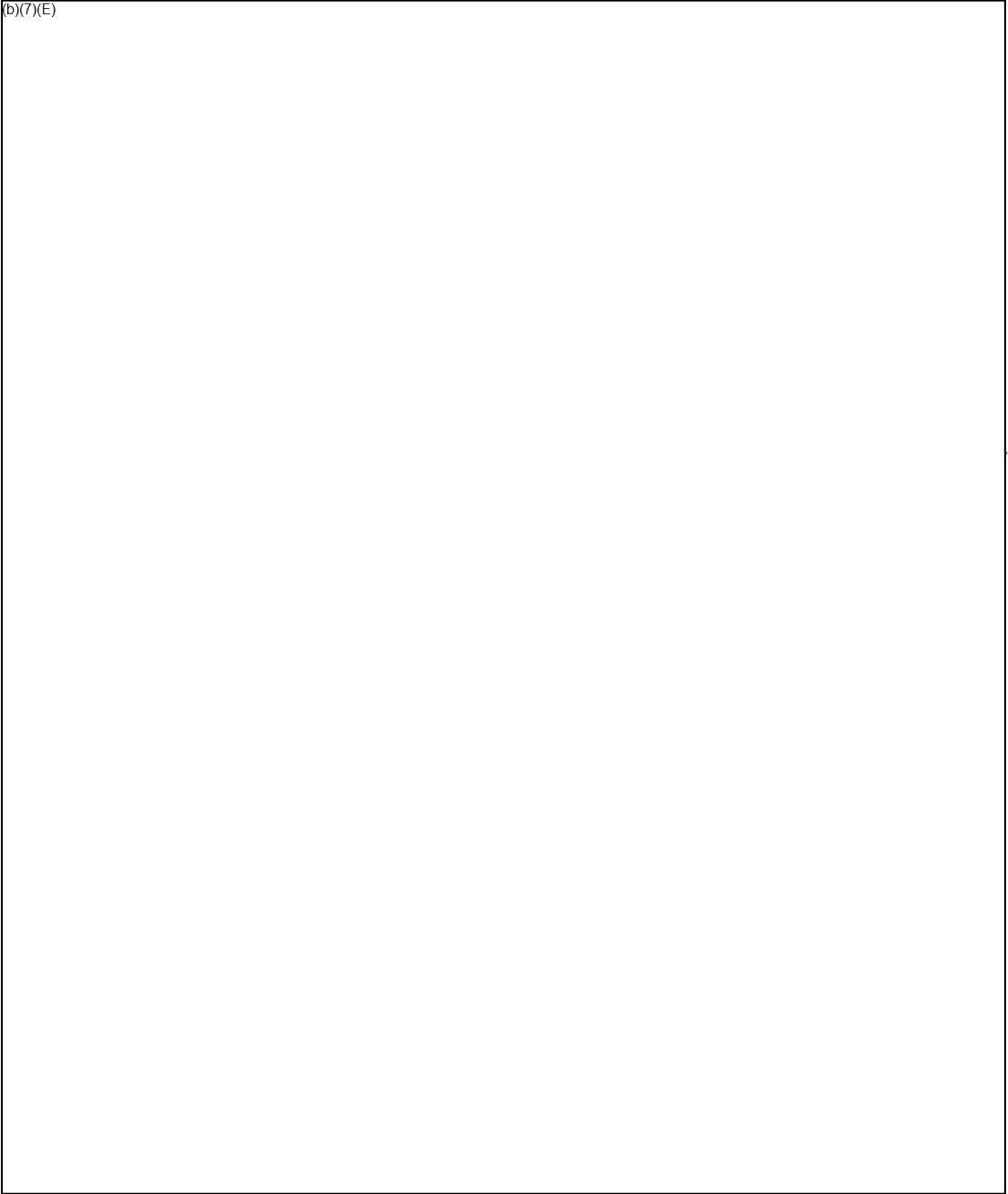
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(b)(7)(E)

(b)(7)(E)



Protest of ManTech Advanced Systems International, Inc.

August 24, 2018

**Exhibit C**

**Unsuccessful Quoter Notice**

Office of Acquisition Management  
U.S. Department of Homeland Security  
7701 N. Stemmons Freeway, Suite 300  
Dallas, TX 75247



**U.S. Immigration  
and Customs  
Enforcement**

August 16, 2018

(b)(6); (b)(7)(C)

ManTech Advanced Systems International, Inc.  
2251 Corporate Park Drive  
Herndon, VA 20171

**SUBJECT:** Notice to Unsuccessful Quoter: Request for Quote (RFQ) #  
70CMSD18Q00000016, Visa Lifecycle Vetting Initiative (VLVI)

Dear

(b)(6); (b)(7)(C)

We would like to thank you for your participation in RFQ # 70CMSD18Q00000016 for Visa Lifecycle Vetting Initiative (VLVI) support services. Unfortunately, your company was not selected to receive the Blanket Purchase Agreement (BPA) award.

ICE awarded the single award BPA with a base year price of (b)(4) and a total value of (b)(4) inclusive of the option periods, to the following company on August 16, 2018:

SRA International, Inc., a General Dynamics Information Technology Company  
15036 Conference Center Drive  
Chantilly, VA 20151-3848  
GSA Contract # GS-00F-256CA

In accordance with FAR subpart 8.405-2(d), you may request a brief explanation of the basis for the award decision. Note that formal debriefings are not applicable to orders under FAR subpart 8.405. If you wish to receive a brief explanation of the award decision, you must email a written request to (b)(6); (b)(7)(C)@ice.dhs.gov and (b)(6); (b)(7)(C) at

(b)(6); (b)(7)(C)@ice.dhs.gov.

Thank you again and we look forward to your participation in future ICE opportunities.

Sincerely,

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) Contracting Officer  
Immigration and Customs Enforcement  
Investigations and Operations Support Dallas (IOSD)

Protest of ManTech Advanced Systems International, Inc.

August 24, 2018

**Exhibit D**

**Brief Explanation of Award Decision**



U.S. Department of Homeland Security  
7701 N. Stemmons Freeway  
Dallas, TX 75247



## U.S. Immigration and Customs Enforcement

August 16, 2018

ManTech Advanced Systems International, Inc.  
Attn: (b)(6); (b)(7)(C) via email delivery  
2251 Corporate Park Drive  
Herndon, VA 20171

Subject: Brief Explanation of Award Decision in response to Request for Quote (RFQ),  
70CMSD18Q00000016, Visa Lifecycle Vetting Initiative (VLVI) Support Services

Dear (b)(6); (b)(7)(C)

The Government reviewed the quote submitted by ManTech Advanced Systems International, Inc. in response to Request for Quote (RFQ) 70CMSD18Q00000016 in accordance with the criteria stated in the RFQ Letter. As a result of that evaluation we are providing this brief explanation of the basis for award decision. This letter addresses the evaluation results of your quote only; quotations submitted by the other vendors will not be addressed.

### **I. Background:**

Quotes were evaluated in accordance with the criteria contained in the solicitation and applicable procurement laws and regulations. As stated in the RFQ, the Government made the award to the Quoter whose quote represented the best value to the Government, considering the following factors: (1) Corporate Experience, (2) Key Personnel, (3) Staffing Approach, and (4) Price. Corporate Experience and Key Personnel were evaluated first on a go/no-go ("Acceptable/Unacceptable") basis. Quotes that were rated as Unacceptable for either Corporate Experience or Key Personnel were ineligible for award and were eliminated from the competition. Quotes rated "Acceptable" for Corporate Experience and Key Personnel were evaluated further for Staffing Approach. Within the best value continuum, the Government employed a Tradeoff analysis of Price and Staffing Approach in evaluating the Quotes submitted. Staffing Approach was more important than Price. As the non-price evaluation of quotations determines there are no substantial differences, Price became more important in making the award determination.

(b)(5)

(b)(5)

(b)(5)

(b)(5)

Sincerely,

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Contracting Officer

Protest of ManTech Advanced Systems International, Inc.

August 24, 2018

**Exhibit E**

ManTech Proposal, Vol. II - Staffing Approach

**U.S. Department of Homeland Security (DHS)  
U.S. Immigration and Customs Enforcement (ICE)  
Homeland Security Investigations (HSI), National Security  
Investigation Division (NSID), Visa Security Program (VSP) and  
Counter-Terrorism and Criminal Exploitation Unit (CTCEU)  
Visa Lifecycle Vetting Initiative (VLVI) Support Services  
RFQ #: 70CMSD18Q00000016**

## **Volume II: Staffing Approach**

**July 11, 2018**

### **Original**

**Submitted to:**

**U.S. Department of Homeland Security  
U.S. Immigration and Customs Enforcement**  
ATTN: (b)(6); (b)(7)(C) Contracting Officer  
Email: (b)(6); (b)(7)(C)@ice.dhs.gov  
and  
(b)(6); (b)(7)(C) Contract Specialist  
Email: (b)(6); (b)(7)(C)@ice.dhs.gov

**Submitted by:**

**ManTech Advanced Systems International, Inc. (ManTech)**  
ATTN: (b)(6); (b)(7)(C) Principal Contracts Administrator  
2251 Corporate Park Drive  
Herndon, VA 20171  
Phone: (703) 488-(b)(6); (b)(7)(C) Fax: (571) 313-5309  
Email: (b)(6); (b)(7)(C)@ManTech.com

# ManTech

*This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in the entire proposal.*

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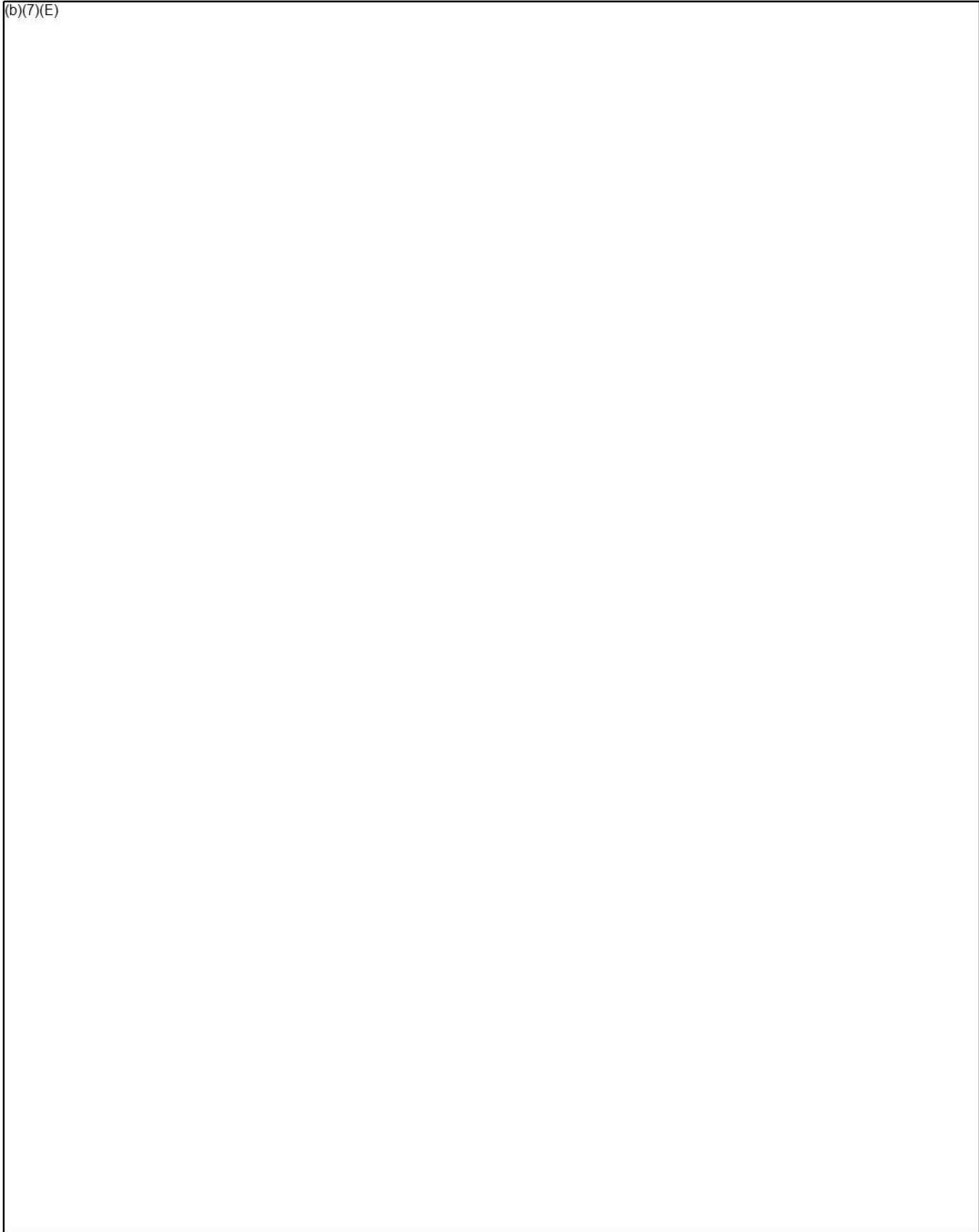
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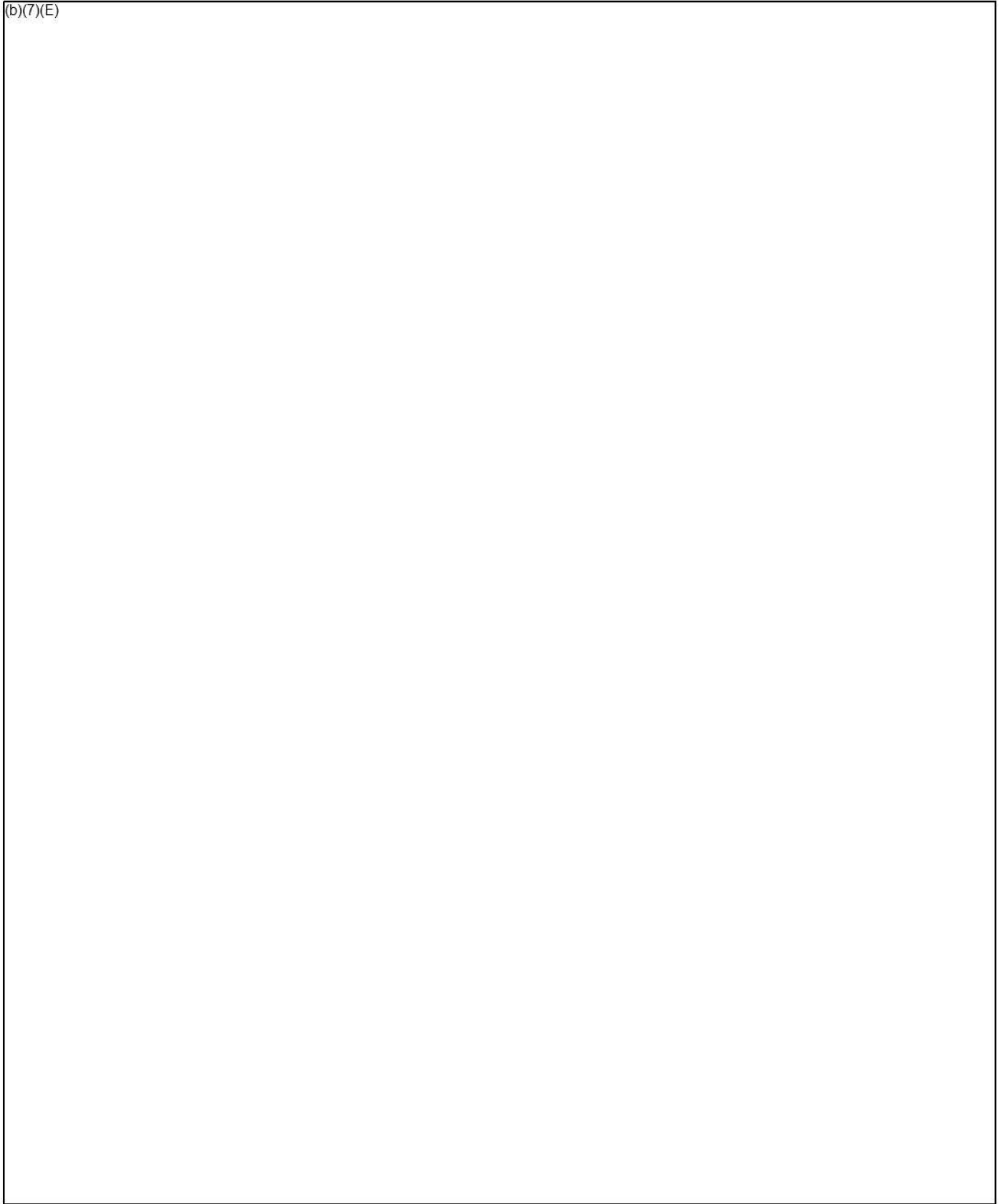
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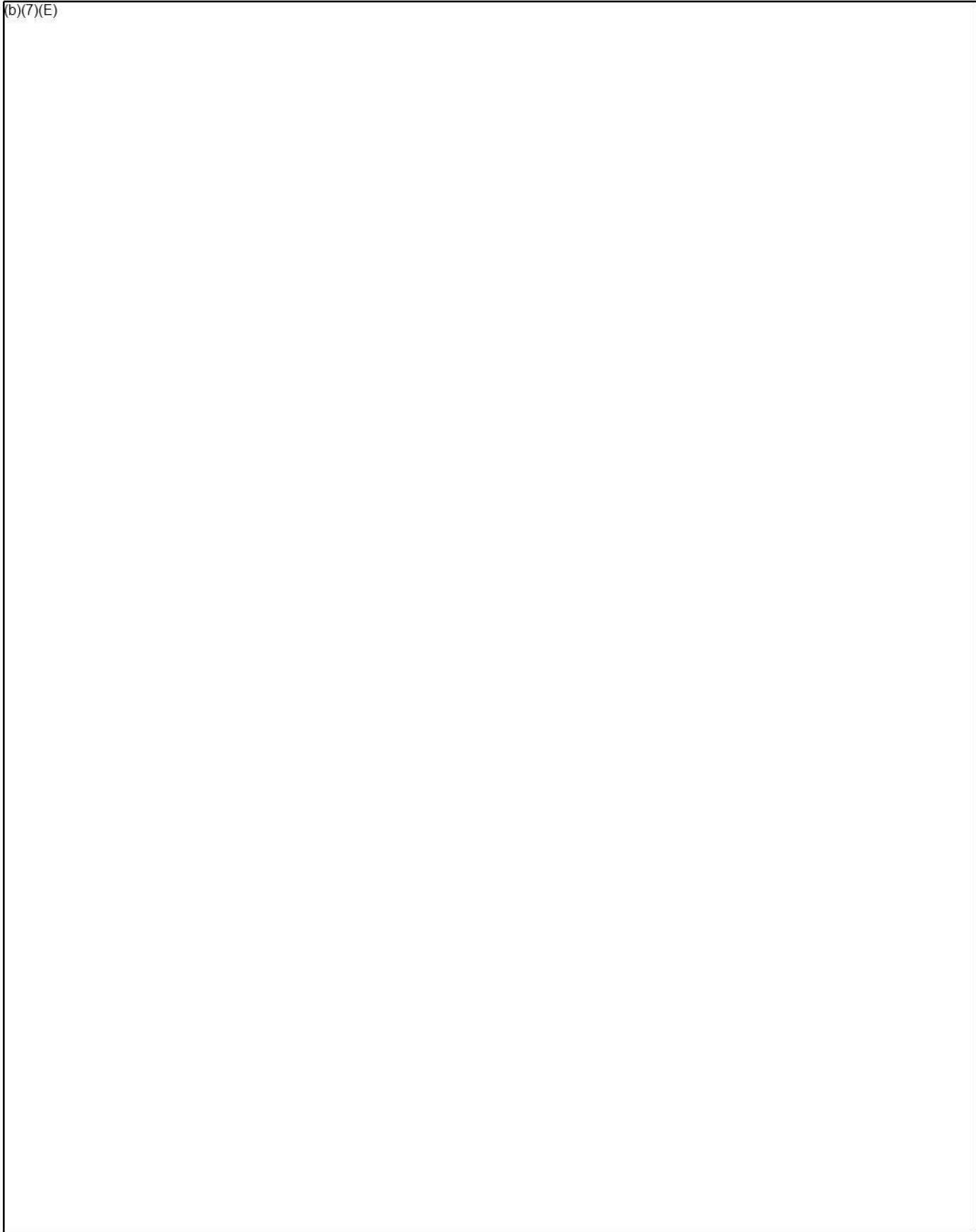




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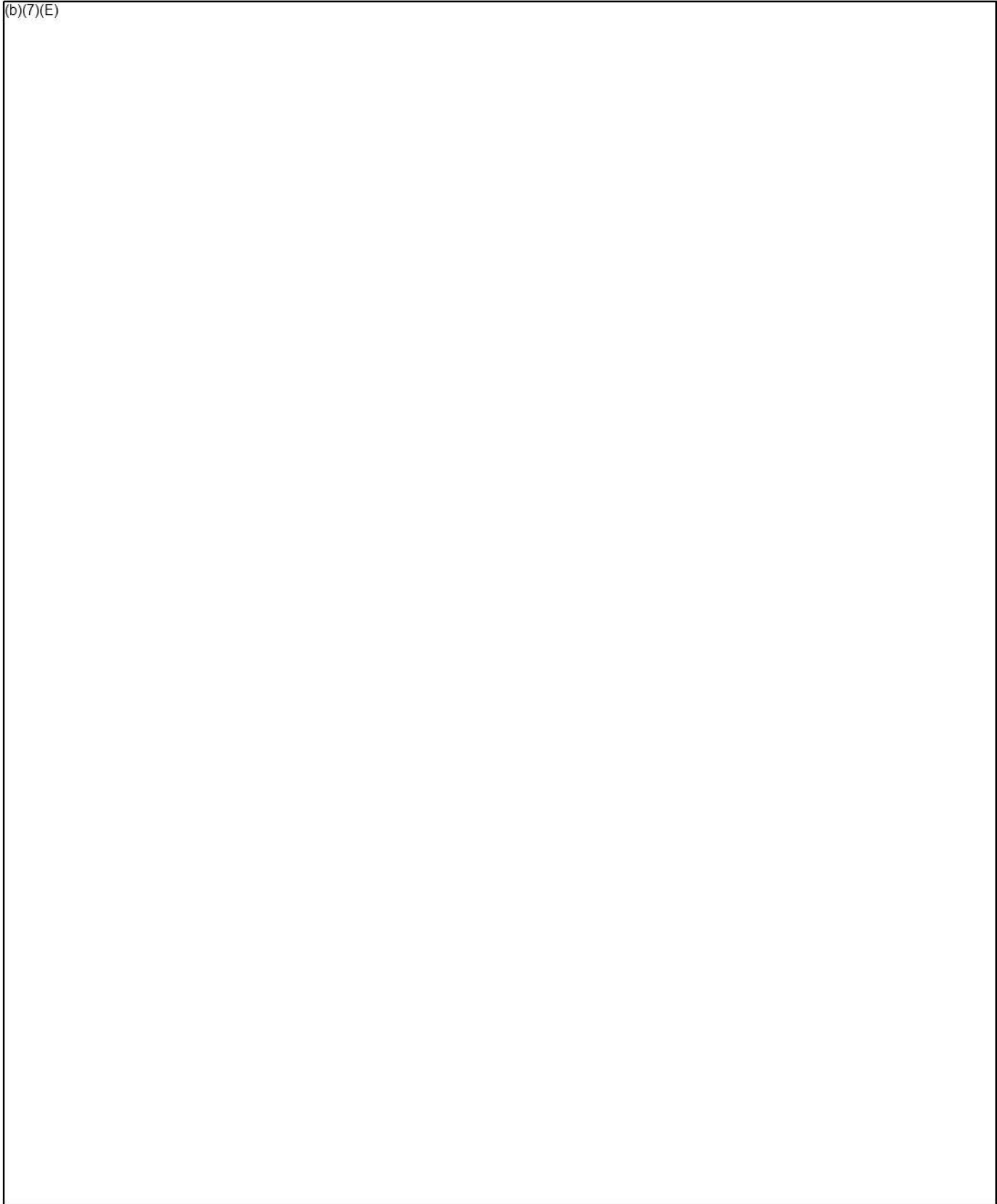
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(b)(7)(E)



(b)(6); (b)(7)(C)  
(b)(6); @klgates.com  
T 202.778 (b)(6);  
F 202.778 (b)(7)(C)

**CONTAINS PROTECTED INFORMATION NOT  
TO BE DISCLOSED OUTSIDE THE GOVERNMENT**

October 4, 2018

**VIA EPDS**

(b)(6); (b)(7)(C)  
U.S. Government Accountability Office  
441 G Street, N.W.  
Washington, DC 20548

**Attn: Procurement Law Control Group/Bid Protest**

**Re: B-416734.1: Protester ManTech Advanced Systems International, Inc.'s  
Comments on the Agency Report**

Dear (b)(6); (b)(7)(C)

(b)(5)

**I. EXECUTIVE SUMMARY**

(b)(5)



(b)(5)



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ONLY IN ACCORDANCE WITH GAO PROTECTIVE ORDER**



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ONLY IN ACCORDANCE WITH GAO PROTECTIVE ORDER**

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(b)(6); (b)(7)(C)

(b)(6); @klgates.com

T 202.778.9428  
F 202.778.9100

**CONTAINS PROTECTED INFORMATION NOT  
TO BE DISCLOSED OUTSIDE THE GOVERNMENT**

October 29, 2018

**VIA EPDS**

(b)(6); (b)(7)(C)

U.S. Government Accountability Office  
441 G Street, N.W.  
Washington, DC 20548

**Attn: Procurement Law Control Group/Bid Protest**

**Re: B-416734.2: Protester ManTech Advanced Systems International, Inc.'s  
Comments on the Supplemental Agency Report**

De: (b)(6); (b)(7)(C)

(b)(5)

(b)(5)



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(b)(5)

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ONLY IN ACCORDANCE WITH GAO PROTECTIVE ORDER**

(b)(5)



Exhibits to Agency Report  
Protest of ManTech Advanced Systems International, Inc.  
Protest No. B-416734.1

1. AR Tab 1: Request for Quote 70CMSD18Q00000016
2. AR Tab 2: Contract Award No. 70CMSD18A00000003
3. AR Tab 3: Government Response to Questions
4. AR Tab 4: Contracting Officer Statement of Facts
5. AR Tab 5: Technical Evaluation Team Consensus Report Factors 1 and 2
6. AR Tab 6: Technical Evaluation Team Consensus Report Factor 3
7. AR Tab 7: Source Selection Decision
8. AR Tab 8: ManTech Quote
9. AR Tab 9: SRA Quote
10. AR Tab 10: ManTech Brief Explanation of Award
11. AR Tab 11: Technical Evaluation Plan
12. AR Tab 12: Price Evaluation

Supplemental Exhibits:

13. AR Tab 13: Supplemental Contracting Officer's Statement of Facts
14. AR Tab 14: PAE Volume III Quote
15. AR Tab 15: Declaration Contract Specialist



**U.S. Immigration  
and Customs  
Enforcement**

September 24, 2018

(b)(6); (b)(7)(C)

Office of the General Counsel  
U.S. Government Accountability Office  
441 G Street, N.W.  
Washington, D.C. 20548

**FILED VIA GAO'S EPDS**

Re: B-416734.1, ManTech Advanced Systems International Inc.  
Agency Memorandum of Law

Dear (b)(6); (b)(7)(C)

ManTech Advanced Systems International Inc. (ManTech or Protester) protests the award of a Blanket Purchase Agreement (BPA) by U.S. Immigration and Customs Enforcement (ICE) to SRA International, Inc. (SRA) under Solicitation No. 70CMSD18Q00000016 (RFQ). However, because Protester is not prejudiced by the alleged procurement errors, the GAO should dismiss the protest. Alternatively, because the protest allegations have no merit and are not supported by the record, the GAO should deny the protest.

## **I. BACKGROUND<sup>1</sup>**

On June 4, 2018, ICE issued RFQ No. 70CMSD18Q00000016 for analytical support services in furtherance of ICE's Visa Lifecycle Vetting Initiative (VLVI). AR Tab 1 at 2. ICE's Homeland Security Investigations, National Security Investigation Division implements the VLVI through two separate program offices, the Visa Security Program (VSP) and Counter-Terrorism and Criminal Exploitation Unit (CTCEU). *Id.* at 134. The VSP conducts pre-adjudication screening and vetting of visa applicants, while the CTCEU combats national security vulnerabilities and prevents terrorists and other criminals from exploiting the nation's immigration system. *Id.* These offices perform a majority of visa vetting activities within the Department of Homeland Security. *Id.*

---

<sup>1</sup> For a detailed background of the procurement, please see the Contracting Officer's Statement of Facts. AR Tab 4.

The RFQ anticipated award of a firm-fixed-price (FFP) single-award BPA issued against the General Services Administration's Professional Services Schedule, Special Item Number 874-1, using Federal Acquisition Regulation (FAR) part 8 procedures for purchases off the Federal Supply Schedules. AR Tab 1 at 121. The anticipated BPA period of performance includes a twelve-month base period and four, one-year options. Id.

The RFQ advised offerors that award would be made based on best value resulting from evaluation of quotes against the following factors:

- Factor 1: Corporate Experience
- Factor 2: Key Personnel
- Factor 3: Staffing Approach
- Factor 4: Price

Id. at 127.

Offerors were advised that Factors 1 and 2, Corporate Experience and Key Personnel, would be evaluated on a go/no-go basis for Acceptability, and that quotes rated Unacceptable for either Corporate Experience or Key Personnel would be ineligible for award and eliminated from the competition. Id. Quotes rated "Acceptable" for Corporate Experience and Key Personnel would be evaluated further under Factor 3 - Staffing Approach. Id.

The RFQ's Basis for Award states:

**2.1. Basis for Award.** The Government anticipates awarding a single award Firm Fixed Price (FFP) Blanket Purchase Agreement (BPA) for the Visa Lifecycle Vetting Initiative (VLVI) support services to the Quoter whose quotation represents the best value to the Government as determined by the evaluation criteria described herein. In determining the best value to the Government, non-price factors are more important than the price factor.

In the event that two or more Quotes are determined not to have any substantial differences with respect to the non-price factors, price becomes more important. In the event that Quotes do have substantial differences, award may be made to other than the Quoter with the lowest priced Quote, if the Government determines that a price premium is warranted due to a higher adjectival rating. The Government may also award to other than the highest price and/or the highest rated quotation, if it determines that a price premium is not warranted.

Id at 126-127. Within the best value continuum, the RFQ advised offerors that "the Government will employ a Tradeoff analysis of price and Staffing Approach in evaluating the Quotes submitted." AR Tab 1 at 127.

The Order of Importance was described as follows:

**2.4.1 Order of Importance.** The order of importance for the below evaluation factors is as follows:

- Staffing Approach is more important than price.
- As the non-price evaluation of quotations determines there are no substantial differences, price becomes more important in making the award determination.

Id.

The Agency received eight quotes in response to the RFQ. AR Tab 4 at 1. On July 17, 2018, the Contracting Officer completed her evaluation of quotes under Factors 1 and 2, Corporate Experience and Key Personnel. All offerors were rated Acceptable and forwarded for further evaluation by the Technical Evaluation Team (TET) under Factor 3 – Staffing Approach. AR Tab 5. On August 6, 2018, the TET completed its consensus report concerning the evaluation of Factor 3 - Staffing Approach. AR Tab 6 at 4. All quotes were assigned an adjectival rating of Acceptable. AR Tab 5.

On August 8, 2018, the Contracting Officer determined that SRA’s quote constitutes the best value to the Government based on a tradeoff decision considering Factor 3 -Staffing Approach and Price. AR Tab 6. The Source Selection Decision Memorandum reflects the following summary of the evaluation results and price:

Vendor	Factor 1 Corporate Experience A/U	Factor 2 Key Personnel A/U	Factor 3 Staffing Approach E/A/M/U	Factor 4 Price
(b)(5); (b)(4)				

(b)(5); (b)(4)

AR Tab 7 at 2.

The SSDM documents the various features, including strengths and weaknesses/risks and benefits, identified by the TET and the Contracting Officer, as well as the Contracting Officer's best value analysis considering each offerors' proposed price. AR Tab 7 at 2 - 9. SRA's price (b)(4) represents an approximate 22% price premium over PAE's price of (b)(4) AR Tab 7 at 4. SRA's price represents an approximate 1% premium over (b)(4) AR Tab 7 at 4-5.

(b)(5)



**II. ARGUMENT**

(b)(5)



(b)(5)



(b)(5)

(b)(5)



(b)(5)



(b)(5)



(b)(5)



ManTech's retention plan proposes as follows:

(b)(5)





(b)(5)



(b)(5)



(b)(5)



(b)(5)



(b)(5)



(b)(5)



(b)(5)

(b)(5)



(b)(5)

**CONCLUSION**

For the reasons set forth above, ICE respectfully requests that the GAO deny the protest.

Sincerely,

(b)(6); (b)(7)(C)

Counsel for the Agency

Exhibits to Agency Report  
Protest of ManTech Advanced Systems International Inc.  
Protest No. B-416734.1

1. AR.Tab. 1: Request for Quote 70CMSD18Q00000016
2. AR.Tab. 2: BPA Award No. 70CMSD18A00000003
3. AR Tab. 3: Government Response to Questions
4. AR.Tab. 4: Contracting Officer Statement of Facts
5. AR.Tab. 5: Technical Evaluation Team Consensus Report Factors 1 and 2
6. AR Tab. 6: Technical Evaluation Team Consensus Report Factor 3
7. AR.Tab. 7: Source Selection Decision
8. AR.Tab. 8: ManTech Quote
9. AR Tab. 9: SRA Quote
10. AR Tab. 10: ManTech Brief Explanation of Award
11. AR.Tab. 11: Technical Evaluation Plan

**REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016**  
**RFQ LETTER**

June 4, 2018

TO: GSA Professional Service Schedule (PSS) 00CORP, Special Item Number (SIN) 874-1,  
Integrated Consulting Services

FROM: (b)(6); (b)(7)(C) Contracting Officer, Investigations and Operations Support Dallas  
(IOSD), ICE Office of Acquisition Management (OAQ)

SUBJECT: Request for Quote (RFQ) Number 70CMSD18Q00000016 for Visa Lifecycle Vetting  
Initiative (VLVI) Support Services

Dear GSA Schedule Holders:

The U.S. Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), National Security Investigation Division (NSID), Visa Security Program (VSP) and Counter-Terrorism and Criminal Exploitation Unit (CTCEU) requires Visa Lifecycle Vetting Initiative (VLVI) support services as described in the attached Performance Work Statement (PWS).

This solicitation is being issued against the GSA PSS SIN 874-1. The ICE Office of Acquisition Management (OAQ) anticipates that this RFQ will result in a Firm-Fixed Price (FFP) single award Blanket Purchase Agreement (BPA). All terms and conditions of the GSA PSS contract along with those within Attachment 3 apply to this requirement.

The Period of Performance for this BPA will include a twelve (12) month base period and four (4) twelve (12) month option periods.

RFQ Attachments:

1. Attachment 1 – Performance Work Statement (PWS)
2. Attachment 2 – BPA Pricing Template
3. Attachment 3 – Terms and Conditions
4. Attachment 4 – Vendor Questions

## Quote Submission Instructions, Evaluation Factors, and Methodology

### 1. SUBMISSION INSTRUCTIONS

#### 1.1. General Conditions

The Immigration and Customs Enforcement (ICE) Office of Acquisition Management (OAQ) is releasing this Request for Quote (RFQ) in electronic format only. The Government will not be obligated to pay any cost incurred by a contractor in preparation and submission of a Quote in response to this RFQ.

The Government anticipates award of a single award Firm Fixed Price (FFP) Blanket Purchase Agreement (BPA) for the Visa Lifecycle Vetting Initiative (VLVI) support services to the Quoter whose quotation represents the best value to the Government as set forth in this RFQ. The Government may award the BPA to other than the Quoter offering the lowest price or achieving the highest confidence rating. The Government warns Quoters that taking exception to any term or condition of the RFQ, including submitting any alternate quote that requires relaxation of a requirement, may make a quote ineligible for the BPA award, unless the RFQ expressly authorizes such an exception with regards to a specific term or condition.

#### 1.2. General Information

**1.2.1. Points of Contact (POC).** All correspondence in conjunction with this solicitation should be directed to the Government Contracting Officer and Contract Specialist identified below:

Contracting Officer's Name: (b)(6); (b)(7)(C)  
E-mail address: (b)(6); (b)(7)(C)@ice.dhs.gov

Contract Specialist Name (b)(6); (b)(7)(C)  
E-mail address (b)(6); (b)(7)(C)@ice.dhs.gov

**1.2.2. Submissions.** Minimum submission requirements are defined as Quotes received in accordance will all terms, conditions, due dates, and any other submission compliance requirements as defined in this RFQ. All submissions shall be provided electronically to the POCs identified in Section 1.2.1. Electronic copies shall be formatted using Microsoft Office, 2003 or 2007, with file names that are consistent with the structure of the quotation. Individual file sizes shall not exceed 5 MB and the submission must include solicitation number in the subject line of the e-mail.

**1.2.3. Submission Due Date.** Quotes must be received no later than 3:00 PM Central Standard Time (CST) on Wednesday, July 11, 2018. Late submissions will not be considered.

**1.2.4. Questions.** The cutoff date for questions is June 11, 2018 by 12:00 PM CST. Quoters are to email questions utilizing Attachment 4 – Vendor Questions to the Points of Contact identified in 1.2.1. Questions submitted after this cut off will be responded to at the discretion of the Contracting Officer.

### 1.3. QUOTE DOCUMENTS

**1.3.1. Page Limitations.** The title page, table of contents, table of figures, list of tables and glossary of abbreviations & acronyms do not count against page count limitations. Quote contents that exceed the stated page limitations will be removed from the Quote by the Contracting Officer, prior to turning the Quote over to the Government evaluation team, and will not be considered in the evaluation. See Section 1.3.3 for applicable page limits.

**1.3.2. Format.** Text shall be on 8½” x 11” paper (except as specifically noted), with a minimum one-inch margin all around. A page printed on both sides shall be counted as two pages. Print shall be of a minimum 12-point font. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

**1.3.3. Volumes and Organization.** Quoters must submit their written response in five (5) separate volumes:

- Volume I: Quote Summary;
- Volume II: Staffing Approach;
- Volume III: Corporate Experience;
- Volume IV: Key Personnel and;
- Volume V: Price.

Pricing data is prohibited in, and shall be omitted from, Volumes I, II, III, and IV. Any conditional assumptions taken with respect to the requirements and the RFQ shall be fully explained in the quotation.

The page limitations shown below do not include any “front matter” information such as a title page, table of contents, definitions or acronyms. Any staffing approach, corporate experience, key personnel, or pricing information submitted within the “front matter” will not be considered.

Volume	Volume Title	RFQ Reference	Page Limit
I	Quote Summary	1.3.4	None
II	Staffing Approach	1.3.5	Six (6)
III	Corporate Experience	1.3.6	Three (3)
IV	Key Personnel	1.3.7	Key Personnel submissions shall not exceed three (3) pages per person this includes two (2) pages for resumes and one (1) page for Letters of Commitment
V	Price	1.3.8	None

**1.3.4. Volume I: Quote Summary.** The Quote shall include the following:

- a. RFQ Number & Title
- b. Name and address of Quoter
- c. Date of submission
- d. Name, telephone number & e-mail address of Quoter's main point-of-contact
- e. Name of Quoter's contract administration office
- f. Name, title and signature of authorized Quoter representative
- g. GSA PSS SIN 874-1 Contract Number
- h. Dun & Bradstreet Number
- i. All assumptions (for non-price factors and pricing) to the RFQ (including the PWS) must be identified in this section.

**1.3.5. Volume II: Staffing Approach Submission Instructions.**

**1.3.5.1.** The plan shall include a description of the Quoter's methodologies to meet the Security Clearance Requirements identified in section 4.5 of the Performance Work Statement (PWS), specifically addressing the retention of cleared personnel.

**1.3.5.2.** The plan shall address how the Quoter expects to maintain appropriate staffing levels and mechanisms for competitive employee retention and timely replacement for vacant positions. The plan shall also include specific discussion regarding recruitment and retention of junior personnel.

**1.3.5.3.** Quoters shall discuss their approach for handling realignment of personnel in response to changing/fluctuating workload within assigned program areas, and ability to temporarily increase staffing to respond to emergent or technically challenging assignments.

**1.3.6. Volume III: Corporate Experience Submission Instructions.**

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For the purposes of this Volume, contract shall be defined as:

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**REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016**

**ATTACHMENT 1**

**PERFORMANCE WORK STATEMENT**

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## 6.12 Release Of Information

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## 8.0 APPENDIX A – List of Acronyms

ADIS	Arrival Departure Information System
AFSP	Alien Flight Student Program
ARO	Alternate Responsible Officer
API	Advance Passenger Information
APIS	Advance Passenger Information System
BTS	Border and Transportation Security
CBP	Customs and Border Protection
CEU	Compliance Enforcement Unit
CFR	Code of Federal Regulations
CIS	Citizenship and Immigration Services
CLAIMS 3	Computer Linked Applications Information Management System
CCD	Consular Consolidated Database
COTS	Commercial Off The Shelf
COR	Contracting Officer’s Representative
CRU	Case Resolution Unit
DHS	Department of Homeland Security
DOB	Date of Birth
DoJ	Department of Justice
DoS	Department of State
DSO	Designated School Official
ELMS	Electronic Library Management System
FBI	Federal Bureau of Investigation
FTP	File Transfer Protocol
HQ	Headquarters
IBIS	Interagency Border Inspection System
IAAT	Information Assurance Awareness Training
ICE	Immigration and Customs Enforcement
ID	Identifier
IIRIRA	Illegal Immigration Reform and Immigrant Responsibility Act
INA	Immigration and Nationality Act
Intel	Intelligence
ISS	Information System Support
ITARS	I-17 Tracking and Reporting Systems
LPR	Lawful Permanent Resident
MOU	Memorandum of Understanding
NIIS	Nonimmigrant Information System
NIPS	Numerically Integrated Profiling System
NIV	Nonimmigrant Visa
NSEERS	National Security Entry Exit Registration System
NTE	Not to Exceed
O&M	Operations and Maintenance
OMB	Office of Management and Budget
PA	Privacy Act
PDSO	Principal Designated School Official

PIA	Privacy Impact Assessment
PICS	Password Issuance Control System
PII	Personally Identifiable Information
Pub. L.	Public Law
POE	Port of Entry
PRIV	ICE Privacy Office
PTA	Privacy Threshold Analysis
RO	Responsible Officer
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SCR	System Change Requests
SBU	Sensitive But Unclassified
SEVIS	Student and Exchange Visitor Information System
SEVP	Student and Exchange Visitor Program
SLM	System Lifecycle Management
SORN	System of Records Notice
SSA	Social Security Administration
SSN	Social Security Number
TSA	Transportation Security Administration
U.S.	United States
USA PATRIOT ACT	Uniting and Strengthening America by Providing Appropriate Tools Required to Interrupt and Obstruct Terrorism Act
US-VISIT	United States Visitor and Immigrant Status Indicator Technology



**REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016**

**ATTACHMENT 2**

**BPA PRICING TEMPLATE**

**70CMSD18Q00000016**  
**Attachment 2 - BPA Pricing Template**

1. "Tab 1 - Overall Estimate" is an autofill Tab, no Contractor input required.
2. "Tab 2 - Summary", is an autofill Tab, no Contractor input required.
3. "Tab 3 - CTCEU Support - FFP", Contractor input required in white columns only.
4. "Tab 4 - CTCEU Surge - FFP", Contractor input required in white columns only.
5. "Tab 5 - CTCEU Travel", No Contractor input required.
6. "Tab 6 - VSP Support - FFP", Contractor input required in white columns only.
7. "Tab 7 - VSP Surge - FFP", Contractor input required in white columns only.
8. "Tab 8 - VSP Travel", No Contractor input required.



ATTACHMENT 2 - BPA PRICING TEMPLATE OVERALL ESTIMATE			
CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	TOTAL AMOUNT	
<b>BASE YEAR</b>			
0001	Support Services - (FFP)	(b)(4)	
0002	Surge - (FFP)		
0003	Travel - Time and Material (T&M) Not To Exceed (NTE)		
	<b>TOTAL</b>		
<b>OPTION YEAR 1</b>			
1001	Support Services - (FFP)		
1002	Surge - (FFP)		
1003	Travel - Time and Material (T&M) Not To Exceed (NTE)		
	<b>TOTAL</b>		
<b>OPTION YEAR 2</b>			
2001	Support Services - (FFP)		
2002	Surge - (FFP)		
2003	Travel - Time and Material (T&M) Not To Exceed (NTE)		
	<b>TOTAL</b>		
<b>OPTION YEAR 3</b>			
3001	Support Services - (FFP)		
3002	Surge - (FFP)		
3003	Travel - Time and Material (T&M) Not To Exceed (NTE)		
	<b>TOTAL</b>		
<b>OPTION YEAR 4</b>			
4001	Support Services - (FFP)		
4002	Surge - (FFP)		
4003	Travel - Time and Material (T&M) Not To Exceed (NTE)		
	<b>TOTAL</b>		
	<b>TOTAL ESTIMATE</b>		

**ATTACHMENT 2 - BPA PRICING TEMPLATE  
 SUMMARY**

BASE YEAR		OPTION YEAR 1		OPTION YEAR 2		OPTION YEAR 3		OPTION YEAR 4		TOTALS	
Description	Total	Description	Total	Description	Total	Description	Total	Description	Total	Contract Line Item Number (CLIN)	Total
CTCEU SUPPORT (FFP)		CTCEU SUPPORT (FFP)		CTCEU SUPPORT (FFP)		CTCEU SUPPORT (FFP)		CTCEU SUPPORT (FFP)		CTCEU SUPPORT (FFP)	
CTCEU SURGE (FFP)		CTCEU SURGE (FFP)		CTCEU SURGE (FFP)		CTCEU SURGE (FFP)		CTCEU SURGE (FFP)		CTCEU SURGE (FFP)	
CTCEU TRAVEL (T&M)- NOT TO EXCEED (NTE)		CTCEU TRAVEL (T&M)- NOT TO EXCEED (NTE)		CTCEU TRAVEL (T&M)- NOT TO EXCEED (NTE)		CTCEU TRAVEL (T&M)- NOT TO EXCEED (NTE)		CTCEU TRAVEL (T&M)- NOT TO EXCEED (NTE)		CTCEU TRAVEL (T&M)- NOT TO EXCEED (NTE)	
<b>BASE YEAR TOTAL - CTCEU</b>		<b>OPTION YEAR 1 TOTAL - CTCEU</b>		<b>OPTION YEAR 2 TOTAL - CTCEU</b>		<b>OPTION YEAR 3 TOTAL - CTCEU</b>		<b>OPTION YEAR 4 TOTAL - CTCEU</b>		<b>TOTAL - CTCEU</b>	
VSP (FFP)		VSP (FFP)		VSP (FFP)		VSP (FFP)		VSP (FFP)		VSP (FFP)	
VSP SURGE (FFP)		VSP SURGE (FFP)		VSP SURGE (FFP)		VSP SURGE (FFP)		VSP SURGE (FFP)		VSP SURGE (FFP)	
VSP TRAVEL (T&M)- NOT TO EXCEED (NTE)		VSP TRAVEL (T&M)- NOT TO EXCEED (NTE)		VSP TRAVEL (T&M)- NOT TO EXCEED (NTE)		VSP TRAVEL (T&M)- NOT TO EXCEED (NTE)		VSP TRAVEL (T&M)- NOT TO EXCEED (NTE)		VSP TRAVEL (T&M)- NOT TO EXCEED (NTE)	
<b>BASE YEAR TOTAL - VSP</b>		<b>OPTION YEAR 1 TOTAL - VSP</b>		<b>OPTION YEAR 2 TOTAL - VSP</b>		<b>OPTION YEAR 3 TOTAL - VSP</b>		<b>OPTION YEAR 4 TOTAL - VSP</b>		<b>TOTAL - VSP</b>	
<b>BASE YEAR SUPPORT TOTAL (FFP)</b>		<b>OPTION YEAR 1 SUPPORT TOTAL (FFP)</b>		<b>OPTION YEAR 2 SUPPORT TOTAL (FFP)</b>		<b>OPTION YEAR 3 SUPPORT TOTAL (FFP)</b>		<b>OPTION YEAR 4 SUPPORT TOTAL (FFP)</b>		<b>TOTAL SUPPORT (FFP)</b>	
<b>BASE YEAR SURGE TOTAL (FFP)</b>		<b>OPTION YEAR 1 SURGE TOTAL (FFP)</b>		<b>OPTION YEAR 2 SURGE TOTAL (FFP)</b>		<b>OPTION YEAR 3 SURGE TOTAL (FFP)</b>		<b>OPTION YEAR 4 SURGE TOTAL (FFP)</b>		<b>TOTAL SURGE (FFP)</b>	
<b>BASE YEAR TOTAL TRAVEL (T&amp;M)- NOT TO EXCEED (NTE)</b>		<b>OPTION YEAR 1 TOTAL - TRAVEL (T&amp;M)- NOT TO EXCEED (NTE)</b>		<b>OPTION YEAR 2 TOTAL - TRAVEL (T&amp;M)- NOT TO EXCEED (NTE)</b>		<b>OPTION YEAR 3 TOTAL - TRAVEL (T&amp;M)- NOT TO EXCEED (NTE)</b>		<b>OPTION YEAR 4 TOTAL - TRAVEL (T&amp;M)- NOT TO EXCEED (NTE)</b>		<b>TOTAL TRAVEL (T&amp;M)- NOT TO EXCEED (NTE)</b>	
<b>BASE YEAR TOTAL</b>		<b>OPTION YEAR 1 TOTAL</b>		<b>OPTION YEAR 2 TOTAL</b>		<b>OPTION YEAR 3 TOTAL</b>		<b>OPTION YEAR 4 TOTAL</b>		<b>TOTAL</b>	

LABOR CATEGORY	Base Period (12 Months) CLIN 0001						OY1 (12 Months) CLIN 1001						OY2 (12 Months) CLIN 2001						OY3 (12 Months) CLIN 3001						OY4 (12 Months) CLIN 4001						TOTAL	
	Hrs Per Month		% Discount	160.0		12.00	Hrs Per Month		% Discount	160.0		12.00	Hrs Per Month		% Discount	160.0		12.00	Hrs Per Month		% Discount	160.0		12.00	Hrs Per Month		% Discount	160.0		12.00	Hours	Cost
	Rate	Discount Rate		FTEs	Hours		Cost	Rate		Discount Rate	FTEs		Hours	Cost		Rate	Discount Rate		FTEs	Hours		Cost	Rate		Discount Rate	FTEs		Hours	Cost			
Program Manager - Key (Oversight of both VSP & CTCEU Ops) - TS - TS/SCI	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	
CTCEU Project Manager - Key - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	
CTCEU Deputy Project Manager - Key - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	
CTCEU Senior Task Lead - Key - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	
CTCEU Task Lead - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	
CTCEU Statistical Data Analyst - Eligible For TS	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	
CTCEU Administrative (Intelligence) Analysts Senior - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	
CTCEU Administrative (Intelligence) Analysts Midlevel - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	
CTCEU Administrative (Intelligence) Analysts Junior - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	
CTCEU Administrative (Intelligence) Analysts Junior - Eligible For TS	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	
Subtotal					\$ -					\$ -					\$ -					\$ -					\$ -					\$ -		

LABOR CATEGORY	Base Period (12 Months) CLIN 0002					OY1 (12 Months) CLIN 1002					OY2 (12 Months) CLIN 2002					OY3 (12 Months) CLIN 3002					OY4 (12 Months) CLIN 4002					TOTAL		
	Rate	Discount Rate	% Discount	Hours	Cost	Rate	Discount Rate	% Discount	Hours	Cost	Rate	Discount Rate	% Discount	Hours	Cost	Rate	Discount Rate	% Discount	Hours	Cost	Rate	Discount Rate	% Discount	Hours	Cost	Hours	Cost	
Program Manager - Key (Oversight of both VSP & CTCEU Ops) - TS - TS/SCI	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	(b)(4)	\$ -	
CTCEU Project Manager - Key - TS - TS/SCI	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	(b)(4)	\$ -	
CTCEU Deputy Project Manager - Key - TS - TS/SCI	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	(b)(4)	\$ -	
CTCEU Senior Task Lead - Key - TS - TS/SCI	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	(b)(4)	\$ -	
CTCEU Task Lead - TS - TS/SCI	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	(b)(4)	\$ -	
CTCEU Statistical Data Analyst - Eligible For TS	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	(b)(4)	\$ -	
CTCEU Administrative (Intelligence) Analysts Senior - TS - TS/SCI	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	(b)(4)	\$ -	
CTCEU Administrative (Intelligence) Analysts Midlevel - TS - TS/SCI	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	(b)(4)	\$ -	
CTCEU Administrative (Intelligence) Analysts Junior - TS - TS/SCI	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	(b)(4)	\$ -	
CTCEU Administrative (Intelligence) Analysts Junior - Eligible For TS	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	(b)(4)	\$ -	
<b>Subtotal</b>					<b>0.00</b>					\$ -					\$ -					\$ -					\$ -		\$ -	

## TRAVEL

<b>TRAVEL - NOT TO EXCEED</b>		
<b>Base Period - 12 Months</b>		
		<b>Cost</b>
Travel	\$	(b)(4)
	\$	
	\$	
<b>SUBTOTAL</b>	<b>\$</b>	

<b>TRAVEL - NOT TO EXCEED</b>		
<b>OY1 - 12 Months</b>		
		<b>Cost</b>
Travel	\$	(b)(4)
	\$	
	\$	
<b>SUBTOTAL</b>	<b>\$</b>	

<b>TRAVEL - NOT TO EXCEED</b>		
<b>OY 2 - 12 Months</b>		
		<b>Cost</b>
Travel	\$	(b)(4)
	\$	
	\$	
<b>SUBTOTAL</b>	<b>\$</b>	

<b>TRAVEL - NOT TO EXCEED</b>		
<b>OY 3 - 12 Months</b>		
		<b>Cost</b>
Travel	\$	(b)(4)
	\$	
	\$	
<b>SUBTOTAL</b>	<b>\$</b>	

<b>TRAVEL - NOT TO EXCEED</b>		
<b>OY 4 - 12 Months</b>		
		<b>Cost</b>
Travel	\$	(b)(4)
	\$	
	\$	
<b>SUBTOTAL</b>	<b>\$</b>	

LABOR CATEGORY	Base Period (12 Months) CLIN 0001						OY1 (12 Months) CLIN 1001						OY2 (12 Months) CLIN 2001						OY3 (12 Months) CLIN 3001						OY4 (12 Months) CLIN 4001						TOTAL					
	Hrs Per Month		160.0		# of Months		12.00		Hrs Per Month		160.0		# of Months		12.00		Hrs Per Month		160.0		# of Months		12.00		Hrs Per Month		160.0		# of Months		12.00		# of Months		60.0	
	Rate	Discount Rate	% Discount	FTEs	Hours	Cost	Rate	Discount Rate	% Discount	FTEs	Hours	Cost	Rate	Discount Rate	% Discount	FTEs	Hours	Cost	Rate	Discount Rate	% Discount	FTEs	Hours	Cost	Rate	Discount Rate	% Discount	FTEs	Hours	Cost	Hours	Cost				
Program Manager - Key (Oversight of both VSP & CTCEU Ops) - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -			\$ -	\$ -				\$ -	\$ -			\$ -		
VSP Project Manager - Key - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -			\$ -	\$ -				\$ -	\$ -			\$ -		
VSP Deputy Project Manager - Key - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -			\$ -	\$ -				\$ -	\$ -			\$ -		
VSP Senior Task Lead - Key - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -			\$ -	\$ -				\$ -	\$ -			\$ -		
VSP Task Lead - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -			\$ -	\$ -				\$ -	\$ -			\$ -		
VSP Statistical Data Analyst - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -			\$ -	\$ -				\$ -	\$ -			\$ -		
VSP Administrative (Intelligence) Analysts Senior - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -			\$ -	\$ -				\$ -	\$ -			\$ -		
VSP Administrative (Intelligence) Analysts Midlevel - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -			\$ -	\$ -				\$ -	\$ -			\$ -		
VSP Administrative (Intelligence) Analysts Junior - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -				\$ -	\$ -			\$ -	\$ -				\$ -	\$ -			\$ -		
<b>Subtotal</b>						<b>\$ -</b>					<b>\$ -</b>					<b>\$ -</b>							<b>\$ -</b>						<b>\$ -</b>				<b>\$ -</b>			



LABOR CATEGORY	Base Period (12 Months) CLIN 0002					OY1 (12 Months) CLIN 1002					OY2 (12 Months) CLIN 2002					OY 3 (12 Months) CLIN 3002					OY4 (12 Months) CLIN 4001					TOTAL			
	Rate	Discount Rate	% Discount	Hours	Cost	Rate	Discount Rate	% Discount	Hours	Cost	Rate	Discount Rate	% Discount	Hours	Cost	Rate	Discount Rate	% Discount	Hours	Cost	Rate	Discount Rate	% Discount	Hours	Cost	Hours	Cost		
Program Manager - Key (Oversight of both VSP & CTCEU Ops) - TS - TS/SCI	\$ -	\$ -	(b)(4)		\$ -	\$ -	(b)(4)		\$ -	\$ -	(b)(4)		\$ -	\$ -	(b)(4)		\$ -	\$ -	(b)(4)		\$ -	\$ -	(b)(4)		\$ -	(b)(4)	\$ -		\$ -
VSP Project Manager - Key - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -		\$ -		\$ -
VSP Deputy Project Manager - Key - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -		\$ -		\$ -
VSP Senior Task Lead - Key - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -		\$ -		\$ -
VSP Task Lead - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -		\$ -		\$ -
VSP Statistical Data Analyst - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -		\$ -		\$ -
VSP Administrative (Intelligence) Analysts Senior - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -		\$ -		\$ -
VSP Administrative (Intelligence) Analysts Midlevel - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -		\$ -		\$ -
VSP Administrative (Intelligence) Analysts Junior - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -		\$ -		\$ -
<b>Subtotal</b>					\$ -				\$ -				\$ -							\$ -				\$ -		\$ -		\$ -	

## TRAVEL

<b>TRAVEL - NOT TO EXCEED</b>		
<b>Base Period - 12 Months</b>		
		<b>Cost</b>
Travel	\$	(b)(4)
	\$	
	\$	
<b>SUBTOTAL</b>	<b>\$</b>	

<b>TRAVEL - NOT TO EXCEED</b>		
<b>OY1 - 12 Months</b>		
		<b>Cost</b>
Travel	\$	(b)(4)
	\$	
	\$	
<b>SUBTOTAL</b>	<b>\$</b>	

<b>TRAVEL - NOT TO EXCEED</b>		
<b>OY 2 - 12 Months</b>		
		<b>Cost</b>
Travel	\$	(b)(4)
	\$	
	\$	
<b>SUBTOTAL</b>	<b>\$</b>	

<b>TRAVEL - NOT TO EXCEED</b>		
<b>OY 3 - 12 Months</b>		
		<b>Cost</b>
Travel	\$	(b)(4)
	\$	
	\$	
<b>SUBTOTAL</b>	<b>\$</b>	

<b>TRAVEL - NOT TO EXCEED</b>		
<b>OY 4 - 12 Months</b>		
		<b>Cost</b>
Travel	\$	(b)(4)
	\$	
	\$	
<b>SUBTOTAL</b>	<b>\$</b>	



**REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016**

**ATTACHMENT 3**

**TERMS AND CONDITIONS**

Attachment 3  
Terms and Conditions  
RFQ# 70CMSD18Q00000016

U.S. Department of Homeland Security (DHS)  
Office of the Acquisition Management (OAO)  
Investigations and Operations Support Dallas (IOSD)  
7701 N. Stemmons Freeway, Suite 300, Dallas, TX 75247



U.S. Immigration  
and Customs  
Enforcement

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## TERMS AND CONDITIONS

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### 1. BLANKET PURCHASE AGREEMENT (BPA)

#### 1.1 Blanket Purchase Agreement

In the spirit of the Federal Acquisition Streamlining Act, the Department of Homeland Security and

*(Insert Contractor's Name)*

enter into a Blanket Purchase Agreement (BPA) to support the U.S. Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), National Security Investigation Division (NSID), Visa Security Program (VSP) and Counter-Terrorism and Criminal Exploitation Unit (CTCEU). The intent is to acquire Visa Lifecycle Vetting Initiative (VLVI) support services through the General Services Administration (GSA) Federal Supply Schedule (FSS) 00CORP, Profession Services Schedule (PSS). The following Special Item Number (SIN) applicable to the Contractor's GSA FSS contract shall be included in the BPA:

874-1 Integrated Consulting Services

Note: The terms Quoter, Contractor, and BPA Holder are used interchangeably in this agreement.

#### Signatures:

*DHS/ICE Investigations and Operations Support Dallas (IOSD) BPA Contracting Officer*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
IOSD Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Contractor*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 2. BPA TERMS AND CONDITIONS

This section presents the general requirements applicable to the *Blanket Purchase Agreement (BPA)* Contractor(s).

It is the responsibility of the Contractor to notify the BPA Contracting Officer of GSA Schedule price changes affecting line items and services listed in this BPA prior to award of any Order. Discounts shall be in terms of a flat percentage to be applied against the GSA Schedule price for the product or service. If discounts are conditional on a given dollar volume or other condition, the Contractors' assumptions applicable to each conditional discount must be clearly stated. Contractors are strongly encouraged to offer further price reductions in accordance with their commercial practice. The BPA Pricing Schedule shall include all supplies and services included in the scope of this BPA, with the proposed discounts applied. With the exception of labor hour rates, prices shall not escalate and are not subject to upward adjustment during the term of the BPA. All Orders are subject to the terms and conditions of the underlying GSA contract and to the additional terms and conditions provided within this Blanket Purchase Agreement.

### 2.1 Scope of Services

The following supplies and services can be ordered under this BPA:

Visa Lifecycle Support Services (VLVI)

### 2.2 Types of Orders

This BPA provides for Firm Fixed Priced (FFP) orders.

### 2.3 BPA Volume

The Government estimates, but does not guarantee that the volume of purchases under the BPA will be approximately \$\_\_\_\_\_ over a one (1) year base and four (4) one (1) year options. The Government is obligated only to the extent of authorized purchases actually made under this BPA. There is no minimum order guarantee.

### 2.4 Obligation

This BPA does not obligate any funds. The individual Orders placed against the BPA will obligate funds.

### 2.5 Referenced Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) Clauses/Provisions

The Contractor's General Services Administration (GSA) Federal Supply Schedule 70 Information Technology contract clauses are incorporated into this BPA. In addition, all clauses referenced below are applicable to the resulting BPA and all Orders unless otherwise stated.

**A. CONTRACT CLAUSES INCORPORATED BY REFERENCE**

**52.252-2 Clauses Incorporated by Reference (Feb 1998)**

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

FAR: <http://farsite.hill.af.mil/vffara.htm>

HSAR: <http://farsite.hill.af.mil/vfhsara.htm>

<b>Federal Acquisition Regulation (FAR) Clauses / Provisions</b>		
<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Apr 2014
52.204-2	Security Requirements	Aug 1996
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	Nov 2015
52.212-4	Contract Terms and Conditions—Commercial Items	Jan 2017
52.222-50	Combating Trafficking in Persons	Mar 2015
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
<b>Homeland Security Acquisition Regulation (HSAR) Clauses / Provisions</b>		
<b>Clause</b>	<b>Title</b>	<b>Date</b>
3052-205-70	Advertisements, Publicizing Awards, And Releases	Sep 2012
3052.242-72	Contracting Officer’s Technical Representative	Dec 2003

**B. FAR CLAUSES INCORPORATED IN FULL TEXT**

**FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Nov 2017)**

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), 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 (Oct 2015) (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 (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

(8) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_ (13) [Reserved]

\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_ (ii) Alternate I (Nov 2011).

\_ (iii) Alternate II (Nov 2011).

\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

X (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4))

\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

X (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 (Nov 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (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 (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Affirmative Action for Workers with Disabilities (July 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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).

X (34) 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.)

\_ (35)(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.)

\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_ (38) (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.

\_ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

\_ (ii) Alternate I (Jun 2014) of 52.223-14.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_ (41) 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 (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

\_ (43) 52.223.20, Aerosols (Jun 2016) (E.O. 13693).

\_ (44) 52.223.21, Foams (Jun 2016) (E.O. 13696).

X (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

\_ (ii) Alternate I (Jan 2017) of 52.224-3.

(46) 52.225-1, Buy American Act--Supplies (May 2014) (41 U.S.C. chapter 83).

\_ (47) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_ (ii) Alternate I (May 2014) of 52.225-3.

\_ (iii) Alternate II (May 2014) of 52.225-3.

\_ (iv) Alternate III (May 2014) of 52.225-3.

\_ (48) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (49) 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).

\_ (50) 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. 2303 Note).

\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_ (56) 52.232-34, Payment by Electronic Funds Transfer— Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).



X (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

\_ (60)(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).

\_ (ii) Alternate I (Apr 2003) 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:

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_ (6) 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).

\_ (7) 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).

\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015)

\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(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, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) 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 (Oct 2015) (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) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 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.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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 E.O. 13627).

(xiii) 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.)

(xiv) 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)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

(xix) 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).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 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.

(End of Clause)

#### **FAR 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 prior to task order expiration.

(End of Clause)

## **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 prior to expiration of the contract term; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. 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.

(End of Clause)

## **C. HSAR CLAUSES INCORPORATED IN FULL TEXT**

### **HSAR 3052.204-71 Contractor Employee Access (SEP 2012)**

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

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

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

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

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

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



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

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

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

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

(End of clause)

**ALTERNATE I  
(SEP 2012)**

When the contract will require Contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the

Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (2) The waiver must be in the best interest of the Government.

(1) 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.

(End of clause)

### **HSAR 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 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.* 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.

(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) others 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)

#### **HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

3052.209-72 Organizational Conflicts of Interest.

3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

3052.203-70 Instructions for Contractor Disclosure of Violations.

3052.204-70 Security Requirements for Unclassified Information Technology Resources.

3052.204-71 Contractor Employee Access.

Alternate I

3052.205-70 Advertisement, Publicizing Awards, and Releases.



- 3052.209-73 Limitation on Future Contracting.
- 3052.215-70 Key Personnel or Facilities.
- 3052.216-71 Determination of Award Fee.
- 3052.216-72 Performance Evaluation Plan.
- 3052.216-73 Distribution of Award Fee.
- 3052.217-91 Performance. (USCG)
- 3052.217-92 Inspection and Manner of Doing Work. (USCG)
- 3052.217-93 Subcontracts. (USCG)
- 3052.217-94 Lay Days. (USCG)
- 3052.217-95 Liability and Insurance. (USCG)
- 3052.217-96 Title. (USCG)
- 3052.217-97 Discharge of Liens. (USCG)
- 3052.217-98 Delays. (USCG)
- 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
- 3052.217-100 Guarantee. (USCG)
- 3052.219-70 Small Business Subcontracting Plan Reporting.
- 3052.219-71 DHS Mentor Protégé Program.
- 3052.228-70 Insurance.
- 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
- 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
- 3052.228-92 Fair Market Value of Aircraft. (USCG)
- 3052.228-93 Risk and Indemnities. (USCG)
- 3052.236-70 Special Provisions for Work at Operating Airports.
- 3052.242-72 Contracting Officer's Technical Representative.
- 3052.247-70 F.o.B. Origin Information.
- Alternate I
- Alternate II

\_\_\_3052.247-71 F.o.B. Origin Only.

\_\_\_3052.247-72 F.o.B. Destination Only.

(End of clause)

**HSAR 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 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:

Program Manager

Project Manager

Deputy Project Manager

Senior Task Lead

(End of clause)

**HSAR 3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work (Dec 2003)**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

(End of clause)

**HSAR 3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)**

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to

end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

(End of clause)

### **HSAR Class Deviation 15-01 Safeguarding of Sensitive Information (Mar 2015)**

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

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

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

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

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

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

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

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

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

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

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements:

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

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

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

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

(10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

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

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

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

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

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

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

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

(i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency



Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.

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

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

(2) Renewal of ATO. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) Security Review. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the

Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

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

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

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

(f) Sensitive Information Incident Reporting Requirements.

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and Reporting requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

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

(i) Data Universal Numbering System (DUNS);

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

(g) Sensitive Information Incident Response Requirements.

- (1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.
- (2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
- (3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:
  - (i) Inspections,
  - (ii) Investigations,
  - (iii) Forensic reviews, and
  - (iv) Data analyses and processing.
- (4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

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

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



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

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

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

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

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

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

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

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

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

(End of clause)

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

(b) **Security Training Requirements.**

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

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

(c) **Privacy Training Requirements.** All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

**D. PROVISIONS INCORPORATED BY REFERENCE**

**FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

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

ACQUISITION.GOV

Provision Number	Title	Date
FAR 52.217-5	Evaluation of Options	Jul 1990

**E. ICE INFORMATION GOVERNANCE AND PRIVACY REQUIREMENTS CLAUSE (JUL 2017)**

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

**(1) Privacy Act Information**

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at [www.dhs.gov/privacy](http://www.dhs.gov/privacy). Applicable SORNs of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

**(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment**

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

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

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



required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

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

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

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

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

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

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

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

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

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

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

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

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

the form.

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

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

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

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

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

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

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

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

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

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

#### (6) Victim Remediation

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

any notification that may be required to be sent to individuals whose sensitive PII was lost or compromised.

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

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

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

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

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

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

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

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

### D. Data Privacy and Oversight

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

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

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes,



the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

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

(2) Requirements for Contractor IT Systems Hosting Government Data

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

(3) Requirement to Support Privacy Compliance

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

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

## 2.6 BPA Term

This BPA shall consist of a twelve (12) month base period and four (4) twelve (12) month option periods as shown below to be exercised at the discretion of the Government. Orders may have a Period of Performance of twelve (12) months from the last day of Option Period Four of this BPA.

<b>BPA Period</b>	<b>Ordering Period</b>
Base Period	12 months
Option Period One	12 months
Option Period Two	12 months
Option Period Three	12 months
Option Period Four	12 months

This BPA expires at the end of Option Period Four or on the end date of the Contractor's GSA Schedule contract, or on the end date of each subsequent contract period for which GSA extends the GSA Schedule contract by modification, in which case this BPA will be comparably extended by modification not to exceed a total period of performance of sixty (60) months. Orders may be placed against this BPA on or before the last day of Option Period Four if the option is exercised. Note that the FAR 52.217-8 clause has been included in this contract and will be exercised at the discretion of the Government.

Quoters may be awarded a BPA that extends beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA's period of performance. The BPA Holder is required to immediately notify, in writing, the BPA Contracting Officer if at any time the GSA Contract, upon which the BPA is based, is no longer in force.

This BPA is not a contract. If the BPA Holder fails to perform in a manner satisfactory to the BPA Contracting Officer, this BPA may be canceled at any time with written notice to the BPA Holder by the BPA Contracting Officer. BPA cancellation does not simultaneously cancel existing orders written against the BPA.

## 2.7 Ordering Officers

DHS/ICE Warranted Contracting Officers.

## 2.8 Orders

Orders will be placed against this BPA by DHS/ICE Contracting Activities in accordance with the Ordering Procedures in Section 2.19.

## 2.9 Award of Orders under the BPA

Each Order issued under this BPA will include, at a minimum, the following information as applicable:

1. BPA and Order Number;
2. Date of the order;
3. Description of the service(s) to be acquired and/or work to be performed;
4. Period of performance or required completion date;
5. Place of performance;
6. Deliverables;
7. CLIN/SLIN number and description, contract type, quantity, unit price and extended price;



8. The security requirements;
9. The payment schedule; and
10. Accounting and appropriation data.

## **2.10 Order Period of Performance**

The period of performance will be designated at the Order level. Orders may be issued at any time during the period of performance. Orders for supplies and services shall be priced using the pricing table specified in the BPA applicable to the Order's anticipated period of performance. Periods of Performance for orders for supplies or services issued in the final year of the BPA shall not extend beyond 12 months after the BPA's ordering period end date. The period of performance for each order shall be consistent with the funding appropriation being obligated.

## **2.11 Invoicing**

Invoicing procedures will be specified in each individual Order. The "remit to" address to which payment must be sent is applicable at the Order level. At a minimum, each invoice shall include the following information:

- (i) Name and address of the Contractor;
- (ii) Invoice date and invoice number. (Contractors should date invoices as close as possible to the date of mailing or transmission.);
- (iii) BPA and Order number and period of performance or other authorization for supplies delivered or services performed (including order number and contract line item number);
- (iv) Description of supplies or services;
- (v) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

## **2.12 Order of Precedence**

The terms and conditions apply to all Orders pursuant to the BPA. In the event of an inconsistency between the provisions of this BPA and the terms and conditions of the Contractor's GSA FSS contract, the federal supply schedule contract shall take precedence.

## **2.13 Place of Performance**

The place of performance will be at the Government's facilities as outlined in the PWS.

## **2.14 Travel**

As detailed in the PWS, Contractor travel may be required to support this requirement. All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with FAR 31.205-46 -- Travel Costs. The Contractor shall be responsible for obtaining COR approval (electronic mail is acceptable) for all reimbursable travel in advance of each travel event. Travel requirements will be specified at the Order level.

## **2.15 Security Considerations**

Contractor access to unclassified, but Security Sensitive Information may be required under this BPA. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination. Security requirements will be specified at the Order level.

## **2.16 Hours of Operation**

The hours of operation will be specified at the Order level.

## **2.17 Post Award Conference**

The Contractor shall attend a Post-Award Conference with the BPA Contracting Officer and the Contracting Officer's Representative (COR) no later than ten (10) business days after the date of award. The purpose of the Post-Award Conference, which will be chaired by the Contracting Officer, is to discuss contracting requirements. The Post-Award Conference will be held at a Government facility within the Northern Capital Region (NCR) or via teleconference as determined by the Contracting Officer.

Post award conferences at the Order level shall be held at the discretion of the Order Contracting Officer (OCO) awarding the Order if that OCO determines one to be necessary.

## **2.18 Past Performance**

Contractor Performance Assessment Reporting System (CPARS) will be utilized to record a Contractor's past performance information on individual Orders when applicable.

## **2.19 Ordering Procedures**

### **2.19.1 General**

The DHS/ICE Ordering Contracting Officer (OCO) will award and administer Orders in accordance with the ordering procedures set forth in the BPA and the procedures outlined in FAR 8.405-3(c) -- Ordering from BPAs.

### **2.19.2 Order Request for Quotation (RFQ)**

Orders will be within the scope, issued within the period of performance, and be within the estimated value of the BPA. Only the Contracting Officer for the BPA may modify the agreement to change the scope, period, or estimated value as allowed by law.

The Order Request for Quote (RFQ) will be in writing (via mail, e-mail, or fax) and include a description of the required supplies or services, the evaluation or review criteria, and the evaluation or review procedure. The evaluation or review will be based on technical factors such as, but not limited to, technical capabilities, management approach, past performance, and price.

The BPA Holder shall submit a quotation in accordance with the OCO's RFQ instructions. The information that the OCO requests from the BPA Holder shall be the minimum needed.

No payment will be made to the BPA Holder for the cost to prepare or submit an Order quote.

## **2.20 Commencing Work**

The BPA Holder shall not commence work until authorized by the OCO. This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases by orders issued under this BPA.

## **2.21 Annual Review of the BPA**

In accordance with FAR 8.405-3(e), the Department of Homeland Security, Office of Procurement Operations which has established this BPA will conduct an annual review to determine whether the schedule contract, upon which the BPA was established, is still in effect, the BPA still represents the best value, and estimated quantities/amounts have been exceeded and additional price reductions can be obtained. The results of this review will be documented in accordance with the Federal Acquisition Regulation.

## 2.22 BPA Administration

The Contracting Officer (CO) for this BPA is identified below:

<b>Name:</b>	(b)(6); (b)(7)(C)
<b>Agency:</b>	Investigations and Operations Support Dallas (IOSD) Immigration and Customs Enforcement (ICE) Department of Homeland Security (DHS)
<b>Address:</b>	7701 North Stemmons Freeway, Suite 300 Dallas, TX 75247
<b>Voice:</b>	214-904-(b)(6); (b)(7)(C)
<b>Email:</b>	M-(b)(6); (b)(7)(C)@ice.dhs.gov

The Contract Specialist (CS) for this BPA is identified below:

<b>Name:</b>	(b)(6); (b)(7)(C)
<b>Agency:</b>	Investigations and Operations Support Dallas (IOSD) Immigration and Customs Enforcement (ICE) Department of Homeland Security (DHS)
<b>Address:</b>	7701 North Stemmons Freeway, Suite 300 Dallas, TX 75247
<b>Voice:</b>	214-904-(b)(6); (b)(7)(C)
<b>Email:</b>	(b)(6); (b)(7)(C)@ice.dhs.gov

Contracting Officer's Representative (COR):

<b>Name:</b>	TBD
<b>Agency:</b>	
<b>Address:</b>	
<b>Voice:</b>	
<b>Email:</b>	

**REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016**

**ATTACHMENT 4**

**VENDOR QUESTIONS**

	PWS Paragraph Reference / Other (Sample. Para 5.1)	Vendor Question	Government Response
1			
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3			
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**REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016**

**AMENDMENT 000001**

**RFQ LETTER**

**TRACKED CHANGES**

June 4, 2018

TO: GSA Professional Service Schedule (PSS) 00CORP, Special Item Number (SIN) 874-1,  
Integrated Consulting Services

FROM: (b)(6); (b)(7)(C) Contracting Officer, Investigations and Operations Support Dallas  
(IOSD), ICE Office of Acquisition Management (OAQ)

SUBJECT: Request for Quote (RFQ) Number 70CMSD18Q00000016 for Visa Lifecycle Vetting  
Initiative (VLVI) Support Services

Dear GSA Schedule Holders:

The U.S. Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), National Security Investigation Division (NSID), Visa Security Program (VSP) and Counter-Terrorism and Criminal Exploitation Unit (CTCEU) requires Visa Lifecycle Vetting Initiative (VLVI) support services as described in the attached Performance Work Statement (PWS).

This solicitation is being issued against the GSA PSS SIN 874-1. The ICE Office of Acquisition Management (OAQ) anticipates that this RFQ will result in a Firm-Fixed Price (FFP) single award Blanket Purchase Agreement (BPA). All terms and conditions of the GSA PSS contract along with those within Attachment 3 apply to this requirement.

The Period of Performance for this BPA will include a twelve (12) month base period and four (4) twelve (12) month option periods.

RFQ Attachments:

1. Attachment 1 – Performance Work Statement (PWS)
2. Attachment 2 – BPA Pricing Template
3. Attachment 3 – Terms and Conditions
4. Attachment 4 – Vendor Questions

## Quote Submission Instructions, Evaluation Factors, and Methodology

### 1. SUBMISSION INSTRUCTIONS

#### 1.1. General Conditions

The Immigration and Customs Enforcement (ICE) Office of Acquisition Management (OAQ) is releasing this Request for Quote (RFQ) in electronic format only. The Government will not be obligated to pay any cost incurred by a contractor in preparation and submission of a Quote in response to this RFQ.

The Government anticipates award of a single award Firm Fixed Price (FFP) Blanket Purchase Agreement (BPA) for the Visa Lifecycle Vetting Initiative (VLVI) support services to the Quoter whose quotation represents the best value to the Government as set forth in this RFQ. The Government may award the BPA to other than the Quoter offering the lowest price or achieving the highest confidence rating. The Government warns Quoters that taking exception to any term or condition of the RFQ, including submitting any alternate quote that requires relaxation of a requirement, may make a quote ineligible for the BPA award, unless the RFQ expressly authorizes such an exception with regards to a specific term or condition.

#### 1.2. General Information

**1.2.1. Points of Contact (POC).** All correspondence in conjunction with this solicitation should be directed to the Government Contracting Officer and Contract Specialist identified below:

Contracting Officer's Name: (b)(6); (b)(7)(C)  
E-mail address: (b)(6); (b)(7)(C)@ice.dhs.gov  
  
Contract Specialist Name: (b)(6); (b)(7)(C)  
E-mail address: (b)(6); (b)(7)(C)@ice.dhs.gov

**1.2.2. Submissions.** Minimum submission requirements are defined as Quotes received in accordance will all terms, conditions, due dates, and any other submission compliance requirements as defined in this RFQ. All submissions shall be provided electronically to the POCs identified in Section 1.2.1. Electronic copies shall be formatted using Microsoft Office, 2003 or 2007, with file names that are consistent with the structure of the quotation. Individual file sizes shall not exceed 5 MB and the submission must include solicitation number in the subject line of the e-mail.

**1.2.3. Submission Due Date.** Quotes must be received no later than 3:00 PM Central Standard Time (CST) on Wednesday, July 11, 2018. Late submissions will not be considered.

**1.2.4. Questions.** The cutoff date for questions is June 11, 2018 by 12:00 PM CST. Quoters are to email questions utilizing Attachment 4 – Vendor Questions to the Points of Contact identified in 1.2.1. Questions submitted after this cut off will be responded to at the discretion of the Contracting Officer.



### 1.3. QUOTE DOCUMENTS

**1.3.1. Page Limitations.** The title page, table of contents, table of figures, list of tables and glossary of abbreviations & acronyms do not count against page count limitations. Quote contents that exceed the stated page limitations will be removed from the Quote by the Contracting Officer, prior to turning the Quote over to the Government evaluation team, and will not be considered in the evaluation. See Section 1.3.3 for applicable page limits.

**1.3.2. Format.** Text shall be on 8½” x 11” paper (except as specifically noted), with a minimum one-inch margin all around. A page printed on both sides shall be counted as two pages. Print shall be of a minimum 12-point font. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

**1.3.3. Volumes and Organization.** Quoters must submit their written response in five (5) separate volumes:

- Volume I: Quote Summary;
- Volume II: Staffing Approach;
- Volume III: Corporate Experience;
- Volume IV: Key Personnel and;
- Volume V: Price.

Volume	Volume Title	RFQ Reference	Page Limit
I	Quote Summary	1.3.4	None
II	Staffing Approach	1.3.5	Six (6)
III	Corporate Experience	1.3.6	Three (3) <u>Copies of the SOW/PWS are not included in the page count.</u>
IV	Key Personnel	1.3.7	Key Personnel submissions shall not exceed three (3) pages per person this includes two (2) pages for resumes and one (1) page for Letters of Commitment

V	Price	1.3.8	None
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Pricing data is prohibited in, and shall be omitted from, Volumes I, II, III, and IV. Any conditional assumptions taken with respect to the requirements and the RFQ shall be fully explained in the quotation.

The page limitations shown below do not include any “front matter” information such as a title page, table of contents, definitions or acronyms. Any staffing approach, corporate experience, key personnel, or pricing information submitted within the “front matter” will not be considered.

**1.3.4. Volume I: Quote Summary.** The Quote shall include the following:

- a. RFQ Number & Title
- b. Name and address of Quoter
- c. Date of submission
- d. Name, telephone number & e-mail address of Quoter’s main point-of-contact
- e. Name of Quoter’s contract administration office
- f. Name, title and signature of authorized Quoter representative
- g. GSA PSS SIN 874-1 Contract Number
- h. Dun & Bradstreet Number
- i. **All** assumptions (for non-price factors and pricing) to the RFQ (including the PWS) must be identified in this section.
- i-j. Any representations and certifications required by Attachment 3 – Terms and Conditions

**1.3.5. Volume II: Staffing Approach Submission Instructions.**

- 1.3.5.1.** The plan shall include a description of the Quoter’s methodologies to meet the Security Clearance Requirements identified in section 4.5 of the Performance Work Statement (PWS), specifically addressing the retention of cleared personnel.

**1.3.5.2.** The plan shall address how the Quoter expects to maintain appropriate staffing levels and mechanisms for competitive employee retention and timely replacement for vacant positions. The plan shall also include specific discussion regarding recruitment and retention of junior personnel.

**1.3.5.3.** Quoters shall discuss their approach for handling realignment of personnel in response to changing/fluctuating workload within assigned program areas, and ability to temporarily increase staffing to respond to emergent or technically challenging assignments.

### **1.3.6. Volume III: Corporate Experience Submission Instructions.**

Quoters shall provide recent and relevant demonstrated corporate experience contract examples leading and completing Government vetting and/or law enforcement intelligence and threat analysis efforts. Recent contracts are those performed within five (5) years of the date of issuance of this RFQ, and relevant is considered to be of similar size, scope, and complexity to the taskings described in the PWS. At a minimum, the Quoter's cited corporate experience shall demonstrate that the Prime Quoter has at least five (5) years of experience working on recent and relevant Government contracts and has worked on at least one (1) recent and relevant contract with a value of \$80M or more. The cited demonstrated corporate experience should include management and coordination of multiple support teams and/or subcontractor relationships of a comparable size, scope and complexity to the VLVI requirement. Demonstrated corporate experience examples can be from the Prime Quoter or the Prime Quoter's Major Subcontractors. However, at least one (1) of the corporate experience submissions must demonstrate that the Prime Quoter has experience working on recent and relevant Government contracts. Examples where the Prime Quoter and Major Subcontractor can demonstrate corporate experience performing on relevant Government contracts together/teaming together is permitted. Major Subcontract is defined as a subcontractor performing at least 25% (in hours or dollars) of the requirement relevant to the prospective BPA.

For the purposes of this Volume, contract shall be defined as:

- a. a Task Order (TO) or Delivery Order (DO) placed under a single-award or multiple-award contract (FAR 16.501-1); or,
- b. a single work directive or similar instrument which contains a separate statement of work issued under a broader contract; or,
- c. a single order placed under a basic ordering agreement (BOA) (FAR 16.703); or,
- d. a single TO placed under a federal supply schedule (FSS) (FAR 8.405-2); or,
- e. a single TO placed under a single-award or multiple-award blanket purchase agreement (BPA) (FAR 8.405-3 or FAR 13.303)
- e-f. A BPA or Indefinite Delivery Indefinite Quantity (IDIQ) contract that has had at least \$80M in BPA Calls or TOs issued against it.
- f-g. a single Government or Commercial contract which does not include any of the types of instruments described in (a)-(fe) above.

**1.3.6.1. Corporate Experience Documentation.** For each of the up to three (3) recent and relevant corporate experience contracts submitted, provide the following information:

- a. Contract Number (and DO number if applicable);

- b. Contract Type;
- c. Total Value of the Contract (beginning & ending value);
- d. Delivery or Performance Schedule;
- e. Government or commercial contracting activity address, telephone number and e-mail;
- f. Procuring Contracting Officers (PCO) and/or Contract Specialist's name, or point of contact for commercial entity responsible for signing or administering the contract, telephone number and e-mail;
- g. Description of scope of work requirements and a discussion of the similarities between the cited contract scope and the relevance standards identified above in 1.3.67;
- h. Contract period of performance;
- i. Percentage of effort performed as a prime or subcontractor;
- j. Brief self-assessment of contract performance. Your self-assessment must address performance to meet Technical and Schedule requirements within estimated costs (for cost type contracts);
- k. Copies of the Statements of Work or Performance Work Statements from each of the submitted contracts to establish the relevance of the contract to the scope of work activities OR a detailed description of contracted services certified by the Government Contracting Officer's Representative (COR).

#### **1.3.7. Volume IV: Key Personnel Submission Instructions.**

Quoters shall provide one (1) resume and Letter of Commitment for each of the proposed Key Personnel listed under PWS Section 4.0 that clearly demonstrates the proposed personnel possess the required skills and qualifications outlined in the PWS. Proposed Key Personnel resumes shall also include the following details:

- i. Names and name of current employer
- ii. Proposed Key Personnel Position
- iii. Availability percentage
- iv. Years of experience with current firm and other identified firms
- v. Education, including degree(s) and specialization
- vi. Active Registration, if a member of an organization - including year first registered and discipline
- vii. Breakdown of relevant experience and qualifications
- viii. Location of the office to which this individual will be permanently assigned during this assignment

#### **1.3.8. Volume V: Price Submission Instructions**

Price Quotes must be based on the Quoter's own Quote, the Government's specifications, and other contractual requirements.

Quoters shall use Attachment 2, BPA Pricing Template, for submission of their Price Quote. The Quoter shall not hide any cost cells and provide viewable formula access to all cells. Quoters are strongly encouraged to offer discounted pricing from established prices in their GSA PSS contract for SIN 874-1. Additionally, Quoters shall use the labor categories and levels of effort provided,

aligning each to its GSA PSS Contract SIN 874-1 **without deviation**. Quoters shall provide documentation mapping their GSA PSS labor categories to those described in Attachment 2.

The Government has included Not-To-Exceed (NTE) Travel Contract Line Item Numbers (CLINs). Quoters shall include the NTE Travel estimate in their total proposed price.

All items covered under option years may be ordered and performed during the scheduled period of performance of this contract. Quoters are required to provide prices for these items under option years. The prices for all option items will be evaluated in accordance with FAR 52.217-5. The U.S. Government makes no guarantee that the option years will be exercised. It will be the U.S. Government's unilateral right to exercise the option years. Once the option is exercised, the Quoter is required to perform the work when ordered during the scheduled period of performance of this contract.

## 2. EVALUATION METHODOLOGY

- 2.1. Basis for Award.** The Government anticipates awarding a single award Firm Fixed Price (FFP) Blanket Purchase Agreement (BPA) for the Visa Lifecycle Vetting Initiative (VLVI) support services to the Quoter whose quotation represents the best value to the Government as determined by the evaluation criteria described herein. In determining the best value to the Government, non-price factors are more important than the price factor.

In the event that two or more Quotes are determined not to have any substantial differences with respect to the non-price factors, price becomes more important. In the event that Quotes do have substantial differences, award may be made to other than the Quoter with the lowest priced Quote, if the Government determines that a price premium is warranted due to a higher adjectival rating. The Government may also award to other than the highest price and/or the highest rated quotation, if it determines that a price premium is not warranted.

- 2.2. Communications.** The Government reserves the right to hold discussions if necessary. ~~negotiations if necessary~~
- 2.3. Compliance Check.** The Government will first verify that the Quoter has met the minimum submission requirements as defined in Section 1.2.2. If the Quoter is considered non-compliant they will not be evaluated further. If after verifying that the Quoter is compliant with the solicitation, the procedures below will be followed to select the best value Quoter.
- 2.4. Evaluation Process.** The Government will award to the Quoter whose quote offers the best value in terms of Corporate Experience, Key Personnel, Staffing Approach, and Price. Corporate Experience and Key Personnel will be evaluated first on a go/no-go ("Acceptable/Unacceptable") basis. Quotes that are rated as Unacceptable for either Corporate Experience or Key Personnel will be ineligible for award and will be eliminated from the competition. Quotes rated "Acceptable" for Corporate Experience and Key Personnel will be evaluated further for Staffing Approach. Within the best value continuum, the Government will employ a Tradeoff analysis of price and Staffing Approach in evaluating the Quotes submitted.

The evaluation will be based on a complete assessment of the Quoter's submission. Quotes shall be evaluated on the following separately rated non-price factors and price:

- Factor 1: Corporate Experience
- Factor 2: Key Personnel
- Factor 3: Staffing Approach
- Factor 4: Price

**2.4.1. Order of Importance.** The order of importance for the below evaluation factors is as follows:

- Staffing Approach is more important than price.
- As the non-price evaluation of quotations determines there are no substantial differences, price becomes more important in making the award determination.

The Government may award the BPA without discussions; therefore, each initial quote should include the most favorable Corporate Experience, Key Personnel, Staffing Approach, and Price that the Quoter can submit to the Government.

## 2.5. Factor Ratings and Evaluation

**2.5.1. Factor 1: Corporate Experience Ratings and Evaluation.** The Government will evaluate the corporate experience to ensure they meet the requirements outlined in RFQ Section 1.3.6. Quotes will be rated either acceptable or unacceptable, based on the rating definitions in the table below. Quotes that do not meet the specified requirements will be rated unacceptable and will be ineligible for award.

Acceptable	The quotation meets all corporate experience requirements as outlined in Request for Quote (RFQ) Section 1.3.6.
Unacceptable	The Quoter's Corporate Experience does not meet the requirements as stated in Request for Quote (RFQ) Section 1.3.6 on its initial offer. Quoter fails to meet one or more required criteria for technical acceptability.

**2.5.2. Factor 2: Key Personnel Factor Ratings and Evaluation.** Quotes shall be evaluated to determine whether they meet the requirements outlined in PWS Section 4.4. Quotes will be rated acceptable or unacceptable based on the rating definitions in the table below. Quotes that do not meet the specified requirements will be rated unacceptable and will be ineligible for award.

Acceptable	The Quoter's Key Personnel meet all of the requirements as stated in the PWS.
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Unacceptable	The Quoter’s Key Personnel do not meet the requirements as stated in the PWS based on its initial offer. Quoter fails to meet one or more required criteria for technical acceptability.
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**2.5.3. Factor 3: Staffing Approach Factor Ratings.** Each Quoter’s written submission will be reviewed and evaluated and assigned an adjectival rating, for the Staffing Approach evaluation factor. Simple statements of compliance or reiteration (i.e., “understood”; “will comply”, “well-known techniques will be used”), without a detailed description of how compliance or performance will be met, may not sufficiently demonstrate a Quoter’s ability to meet the requirements and may result in a rating of Unacceptable. The Government will evaluate the merits of Volume II using the following adjectival ratings and definitions scale below:

Excellent	The quotation exceeds requirements in a manner beneficial to the Government and demonstrates an exceptional understanding of the goals and objectives of the acquisition. One or more strengths exist and there are no weaknesses present. Risk of unsuccessful performance is very low.
Acceptable	The quotation meets all minimum requirements and demonstrates an acceptable understanding of the goals and objectives of the acquisition. Quotation offers no additional benefits beyond the stated requirements and no significant weaknesses exist. Risk of unsuccessful performance is moderate.
Marginal	The quotation demonstrates a fair understanding of the goals and objectives of the acquisition but fails to meet all minimum requirements. Weaknesses outweigh any strengths that exist. Some revision(s) are required for minimum acceptability. Risk of unsuccessful performance is high.
Unacceptable	The quotation fails to demonstrate an understanding of the goals and objectives of the acquisition and fails to meet all minimum requirements. The quotation has one or more significant weaknesses that will be very difficult and/or impossible to correct. Major revision(s) are required for minimum acceptability. The quotation is unawardable.

During the course of the evaluation, the Government will document strengths, weaknesses, deficiencies and clarifications using the following definitions:

Term	Definition
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Strength	An aspect of the quote that increases the likelihood of successful contract performance.
Weakness	A flaw in a quote that increases the risk of unsuccessful contract performance.
Significant Weakness	A weakness, or combination of weaknesses, that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a Quote/quotation to meet a Government requirement or a combination of significant weaknesses in a Quote/quotation that increases the risk of unsuccessful contract performance to an unacceptable level.
Clarification	Limited exchanges, between the Government and Quoters that may occur when award without discussions is contemplated. Clarifications do not result in the submission of a revised quote.

**2.5.4.Evaluation of Factor 3: Staffing Approach.** The Government will evaluate whether the Quoter’s staffing approach reflects competitive methods for recruitment and retention of personnel along with effective and flexible methods for responding to the client’s projects and environmental dynamics.

This includes:

- 2.5.4.1.** Quoter’s techniques and ability for recruiting and retaining qualified and cleared personnel, in accordance with PWS requirements, over the life of the contract as well as the Quoters historical ability to retain cleared personnel.
- 2.5.4.2.** Quoter’s techniques and ability for recruiting and retaining junior personnel, in accordance with PWS requirements, over the life of the contract as well as the Quoters historical ability to retain the junior personnel.
- 2.5.4.3.** Adaptability and flexibility in fulfilling multiple positions containing varied requirements within the scope of the PWS in a reasonable time for surge and future BPA Calls.

**2.5.5.Evaluation Factor 4 Price.** Price Quotes will not be assigned an adjectival rating, but will be evaluated with respect to reasonableness and completeness based on information submitted in the Quoter’s price quote, including the completion of Attachments 2 – BPA Pricing Template. Should an award be made from this solicitation, it will be issued as a Firm Fixed Price (FFP) single award BPA with FFP BPA Calls.

Additionally, ICE may utilize one or more of the following methods to evaluate price:

- Comparison to other quotes received.
- Comparison and/or analysis based on Independent Government Cost Estimate.



- Comparison/Analysis to historical prices.
- Comparison with competitive published price lists.

The Government's price evaluation will assess the accuracy and completeness of the quotation, which involves verification that: 1) all line items are priced, 2) figures are correctly calculated and 3) prices/discounts are presented in the adequate format. As part of the price evaluation, the Government will evaluate the extension period authorized by Federal Acquisition Regulation (FAR) 52.217-8, "Option to Extend Services." Thus, for the purposes of evaluation under this RFQ, the Quoter's total price for the BPA will include the Base Period, all Option Periods, and the FAR 52.217-8 Option to Extend Services. The pricing for evaluation of FAR 52.217-8 will be derived by dividing the total amount of Option Period 4 by a factor of two (2).

**2.5.6.Reasonableness and Realism.** The Government will evaluate the proposed price for reasonableness (whether the price is too high), and may evaluate for realism (whether the price is too low that the performance of the contract will be at risk) for the base and all option periods, and the FAR 52.217-8 Option to Extend Services.

**2.5.7.Completeness.** Price Quotes shall be evaluated for completeness by ensuring the Quoter has submitted the completed Attachment 2, BPA Pricing Template, along with documentation mapping the Quoter's GSA PSS labor categories to those described in Attachment 2. Submission of an incomplete price quote will render the quote ineligible for award.

**REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016**

**AMENDMENT 000001**

**RFQ LETTER**

**CLEAN**

June 4, 2018

TO: GSA Professional Service Schedule (PSS) 00CORP, Special Item Number (SIN) 874-1,  
Integrated Consulting Services

FROM: Michelle Kelley, Contracting Officer, Investigations and Operations Support Dallas  
(IOSD), ICE Office of Acquisition Management (OAQ)

SUBJECT: Request for Quote (RFQ) Number 70CMSD18Q00000016 for Visa Lifecycle Vetting  
Initiative (VLVI) Support Services

Dear GSA Schedule Holders:

The U.S. Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), National Security Investigation Division (NSID), Visa Security Program (VSP) and Counter-Terrorism and Criminal Exploitation Unit (CTCEU) requires Visa Lifecycle Vetting Initiative (VLVI) support services as described in the attached Performance Work Statement (PWS).

This solicitation is being issued against the GSA PSS SIN 874-1. The ICE Office of Acquisition Management (OAQ) anticipates that this RFQ will result in a Firm-Fixed Price (FFP) single award Blanket Purchase Agreement (BPA). All terms and conditions of the GSA PSS contract along with those within Attachment 3 apply to this requirement.

The Period of Performance for this BPA will include a twelve (12) month base period and four (4) twelve (12) month option periods.

RFQ Attachments:

1. Attachment 1 – Performance Work Statement (PWS)
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The Government anticipates award of a single award Firm Fixed Price (FFP) Blanket Purchase Agreement (BPA) for the Visa Lifecycle Vetting Initiative (VLVI) support services to the Quoter whose quotation represents the best value to the Government as set forth in this RFQ. The Government may award the BPA to other than the Quoter offering the lowest price or achieving the highest confidence rating. The Government warns Quoters that taking exception to any term or condition of the RFQ, including submitting any alternate quote that requires relaxation of a requirement, may make a quote ineligible for the BPA award, unless the RFQ expressly authorizes such an exception with regards to a specific term or condition.

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**1.2.1. Points of Contact (POC).** All correspondence in conjunction with this solicitation should be directed to the Government Contracting Officer and Contract Specialist identified below:

Contracting Officer's Name: (b)(6); (b)(7)(C)  
E-mail address: (b)(6); (b)(7)(C)@ice.dhs.gov

Contract Specialist Name: (b)(6); (b)(7)(C)  
E-mail address: (b)(6); (b)(7)(C)@ice.dhs.gov

**1.2.2. Submissions.** Minimum submission requirements are defined as Quotes received in accordance with all terms, conditions, due dates, and any other submission compliance requirements as defined in this RFQ. All submissions shall be provided electronically to the POCs identified in Section 1.2.1. Electronic copies shall be formatted using Microsoft Office, 2003 or 2007, with file names that are consistent with the structure of the quotation. Individual file sizes shall not exceed 5 MB and the submission must include solicitation number in the subject line of the e-mail.

**1.2.3. Submission Due Date.** Quotes must be received no later than 3:00 PM Central Standard Time (CST) on Wednesday, July 11, 2018. Late submissions will not be considered.

**1.2.4. Questions.** The cutoff date for questions is June 11, 2018 by 12:00 PM CST. Quoters are to email questions utilizing Attachment 4 – Vendor Questions to the Points of Contact identified in 1.2.1. Questions submitted after this cut off will be responded to at the discretion of the Contracting Officer.

### 1.3. QUOTE DOCUMENTS

**1.3.1. Page Limitations.** The title page, table of contents, table of figures, list of tables and glossary of abbreviations & acronyms do not count against page count limitations. Quote contents that exceed the stated page limitations will be removed from the Quote by the Contracting Officer, prior to turning the Quote over to the Government evaluation team, and will not be considered in the evaluation. See Section 1.3.3 for applicable page limits.

**1.3.2. Format.** Text shall be on 8½” x 11” paper (except as specifically noted), with a minimum one-inch margin all around. A page printed on both sides shall be counted as two pages. Print shall be of a minimum 12-point font. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

**1.3.3. Volumes and Organization.** Quoters must submit their written response in five (5) separate volumes:

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Pricing data is prohibited in, and shall be omitted from, Volumes I, II, III, and IV. Any conditional assumptions taken with respect to the requirements and the RFQ shall be fully explained in the quotation.

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III	Corporate Experience	1.3.6	Three (3) Copies of the SOW/PWS are not included in the page count.
IV	Key Personnel	1.3.7	Key Personnel submissions shall not exceed three (3) pages per person this includes two (2) pages

			for resumes and one (1) page for Letters of Commitment
V	Price	1.3.8	None

**1.3.4. Volume I: Quote Summary.** The Quote shall include the following:

- a. RFQ Number & Title
- b. Name and address of Quoter
- c. Date of submission
- d. Name, telephone number & e-mail address of Quoter’s main point-of-contact
- e. Name of Quoter’s contract administration office
- f. Name, title and signature of authorized Quoter representative
- g. GSA PSS SIN 874-1 Contract Number
- h. Dun & Bradstreet Number
- i. All assumptions (for non-price factors and pricing) to the RFQ (including the PWS) must be identified in this section.
- j. Any representations and certifications required by Attachment 3 – Terms and Conditions

**1.3.5. Volume II: Staffing Approach Submission Instructions.**

**1.3.5.1.** The plan shall include a description of the Quoter’s methodologies to meet the Security Clearance Requirements identified in section 4.5 of the Performance Work Statement (PWS), specifically addressing the retention of cleared personnel.

**1.3.5.2.** The plan shall address how the Quoter expects to maintain appropriate staffing levels and mechanisms for competitive employee retention and timely replacement for vacant positions. The plan shall also include specific discussion regarding recruitment and retention of junior personnel.

**1.3.5.3.** Quoters shall discuss their approach for handling realignment of personnel in response to changing/fluctuating workload within assigned program areas, and ability to temporarily increase staffing to respond to emergent or technically challenging assignments.

**1.3.6. Volume III: Corporate Experience Submission Instructions.**

Quoters shall provide recent and relevant demonstrated corporate experience contract examples leading and completing Government vetting and/or law enforcement intelligence and threat analysis efforts. Recent contracts are those performed within five (5) years of the date of issuance of this RFQ, and relevant is considered to be of similar size, scope, and complexity to the taskings described in the PWS. At a minimum, the Quoter’s cited corporate experience shall demonstrate that the Prime Quoter has at least five (5) years of experience working on recent and relevant Government contracts and has worked on at least one (1) recent and relevant contract with a value of \$80M or more. The cited demonstrated corporate experience should include management and

coordination of multiple support teams and/or subcontractor relationships of a comparable size, scope and complexity to the VLVI requirement. Demonstrated corporate experience examples can be from the Prime Quoter or the Prime Quoter's Major Subcontractors. However, at least one (1) of the corporate experience submissions must demonstrate that the Prime Quoter has experience working on recent and relevant Government contracts. Examples where the Prime Quoter and Major Subcontractor can demonstrate corporate experience performing on relevant Government contracts together/teaming together is permitted. Major Subcontract is defined as a subcontractor performing at least 25% (in hours or dollars) of the requirement relevant to the prospective BPA.

For the purposes of this Volume, contract shall be defined as:

- a. a Task Order (TO) or Delivery Order (DO) placed under a single-award or multiple-award contract (FAR 16.501-1); or,
- b. a single work directive or similar instrument which contains a separate statement of work issued under a broader contract; or,
- c. a single order placed under a basic ordering agreement (BOA) (FAR 16.703); or,
- d. a single TO placed under a federal supply schedule (FSS) (FAR 8.405-2); or,
- e. a single TO placed under a single-award or multiple-award blanket purchase agreement (BPA) (FAR 8.405-3 or FAR 13.303)
- f. A BPA or Indefinite Delivery Indefinite Quantity (IDIQ) contract that has had at least \$80M in BPA Calls or TOs issued against it.
- g. a single Government or Commercial contract which does not include any of the types of instruments described in (a)-(f) above.

**1.3.6.1. Corporate Experience Documentation.** For each recent and relevant corporate experience contracts submitted, provide the following information:

- a. Contract Number (and DO number if applicable);
- b. Contract Type;
- c. Total Value of the Contract (beginning & ending value);
- d. Delivery or Performance Schedule;
- e. Government or commercial contracting activity address, telephone number and e-mail;
- f. Procuring Contracting Officers (PCO) and/or Contract Specialist's name, or point of contact for commercial entity responsible for signing or administering the contract, telephone number and e-mail;
- g. Description of scope of work requirements and a discussion of the similarities between the cited contract scope and the relevance standards identified above in 1.3.6;
- h. Contract period of performance;
- i. Percentage of effort performed as a prime or subcontractor;
- j. Brief self-assessment of contract performance. Your self-assessment must address performance to meet Technical and Schedule requirements within estimated costs (for cost type contracts);
- k. Copies of the Statements of Work or Performance Work Statements from each of the submitted contracts to establish the relevance of the contract to the scope of work activities OR a detailed description of contracted services certified by the Government Contracting Officer's Representative (COR).

**1.3.7. Volume IV: Key Personnel Submission Instructions.**



Quoters shall provide one (1) resume and Letter of Commitment for each of the proposed Key Personnel listed under PWS Section 4.0 that clearly demonstrates the proposed personnel possess the required skills and qualifications outlined in the PWS. Proposed Key Personnel resumes shall also include the following details:

- i. Names and name of current employer
- ii. Proposed Key Personnel Position
- iii. Availability percentage
- iv. Years of experience with current firm and other identified firms
- v. Education, including degree(s) and specialization
- vi. Active Registration, if a member of an organization - including year first registered and discipline
- vii. Breakdown of relevant experience and qualifications
- viii. Location of the office to which this individual will be permanently assigned during this assignment

### **1.3.8. Volume V: Price Submission Instructions**

Price Quotes must be based on the Quoter's own Quote, the Government's specifications, and other contractual requirements.

Quoters shall use Attachment 2, BPA Pricing Template, for submission of their Price Quote. The Quoter shall not hide any cost cells and provide viewable formula access to all cells. Quoters are strongly encouraged to offer discounted pricing from established prices in their GSA PSS contract for SIN 874-1. Additionally, Quoters shall use the labor categories and levels of effort provided, aligning each to its GSA PSS Contract SIN 874-1 **without deviation**. Quoters shall provide documentation mapping their GSA PSS labor categories to those described in Attachment 2.

The Government has included Not-To-Exceed (NTE) Travel Contract Line Item Numbers (CLINs). Quoters shall include the NTE Travel estimate in their total proposed price.

All items covered under option years may be ordered and performed during the scheduled period of performance of this contract. Quoters are required to provide prices for these items under option years. The prices for all option items will be evaluated in accordance with FAR 52.217-5. The U.S. Government makes no guarantee that the option years will be exercised. It will be the U.S. Government's unilateral right to exercise the option years. Once the option is exercised, the Quoter is required to perform the work when ordered during the scheduled period of performance of this contract.

## **2. EVALUATION METHODOLOGY**

- 2.1. Basis for Award.** The Government anticipates awarding a single award Firm Fixed Price (FFP) Blanket Purchase Agreement (BPA) for the Visa Lifecycle Vetting Initiative (VLVI) support services to the Quoter whose quotation represents the best value to the Government as determined by the evaluation criteria described herein. In determining the best value to the Government, non-price factors are more important than the price factor.



In the event that two or more Quotes are determined not to have any substantial differences with respect to the non-price factors, price becomes more important. In the event that Quotes do have substantial differences, award may be made to other than the Quoter with the lowest priced Quote, if the Government determines that a price premium is warranted due to a higher adjectival rating. The Government may also award to other than the highest price and/or the highest rated quotation, if it determines that a price premium is not warranted.

**2.2. Communications.** The Government reserves the right to hold discussions if necessary.

**2.3. Compliance Check.** The Government will first verify that the Quoter has met the minimum submission requirements as defined in Section 1.2.2. If the Quoter is considered non-compliant they will not be evaluated further. If after verifying that the Quoter is compliant with the solicitation, the procedures below will be followed to select the best value Quoter.

**2.4. Evaluation Process.** The Government will award to the Quoter whose quote offers the best value in terms of Corporate Experience, Key Personnel, Staffing Approach, and Price. Corporate Experience and Key Personnel will be evaluated first on a go/no-go (“Acceptable/Unacceptable”) basis. Quotes that are rated as Unacceptable for either Corporate Experience or Key Personnel will be ineligible for award and will be eliminated from the competition. Quotes rated “Acceptable” for Corporate Experience and Key Personnel will be evaluated further for Staffing Approach. Within the best value continuum, the Government will employ a Tradeoff analysis of price and Staffing Approach in evaluating the Quotes submitted.

The evaluation will be based on a complete assessment of the Quoter’s submission. Quotes shall be evaluated on the following separately rated non-price factors and price:

- Factor 1: Corporate Experience
- Factor 2: Key Personnel
- Factor 3: Staffing Approach
- Factor 4: Price

**2.4.1. Order of Importance.** The order of importance for the below evaluation factors is as follows:

- Staffing Approach is more important than price.
- As the non-price evaluation of quotations determines there are no substantial differences, price becomes more important in making the award determination.

The Government may award the BPA without discussions; therefore, each initial quote should include the most favorable Corporate Experience, Key Personnel, Staffing Approach, and Price that the Quoter can submit to the Government.

## **2.5. Factor Ratings and Evaluation**

**2.5.1. Factor 1: Corporate Experience Ratings and Evaluation.** The Government will evaluate the corporate experience to ensure they meet the requirements outlined in RFQ Section 1.3.6. Quotes

will be rated either acceptable or unacceptable, based on the rating definitions in the table below. Quotes that do not meet the specified requirements will be rated unacceptable and will be ineligible for award.

Acceptable	The quotation meets all corporate experience requirements as outlined in Request for Quote (RFQ) Section 1.3.6.
Unacceptable	The Quoter's Corporate Experience does not meet the requirements as stated in Request for Quote (RFQ) Section 1.3.6 on its initial offer. Quoter fails to meet one or more required criteria for technical acceptability.

**2.5.2. Factor 2: Key Personnel Factor Ratings and Evaluation.** Quotes shall be evaluated to determine whether they meet the requirements outlined in PWS Section 4.4. Quotes will be rated acceptable or unacceptable based on the rating definitions in the table below. Quotes that do not meet the specified requirements will be rated unacceptable and will be ineligible for award.

Acceptable	The Quoter's Key Personnel meet all of the requirements as stated in the PWS.
Unacceptable	The Quoter's Key Personnel do not meet the requirements as stated in the PWS based on its initial offer. Quoter fails to meet one or more required criteria for technical acceptability.

**2.5.3. Factor 3: Staffing Approach Factor Ratings.** Each Quoter's written submission will be reviewed and evaluated and assigned an adjectival rating, for the Staffing Approach evaluation factor. Simple statements of compliance or reiteration (i.e., "understood"; "will comply", "well-known techniques will be used"), without a detailed description of how compliance or performance will be met, may not sufficiently demonstrate a Quoter's ability to meet the requirements and may result in a rating of Unacceptable. The Government will evaluate the merits of Volume II using the following adjectival ratings and definitions scale below:

Excellent	The quotation exceeds requirements in a manner beneficial to the Government and demonstrates an exceptional understanding of the goals and objectives of the acquisition. One or more strengths exist and there are no weaknesses present. Risk of unsuccessful performance is very low.
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Acceptable	The quotation meets all minimum requirements and demonstrates an acceptable understanding of the goals and objectives of the acquisition. Quotation offers no additional benefits beyond the stated requirements and no significant weaknesses exist. Risk of unsuccessful performance is moderate.
Marginal	The quotation demonstrates a fair understanding of the goals and objectives of the acquisition but fails to meet all minimum requirements. Weaknesses outweigh any strengths that exist. Some revision(s) are required for minimum acceptability. Risk of unsuccessful performance is high.
Unacceptable	The quotation fails to demonstrate an understanding of the goals and objectives of the acquisition and fails to meet all minimum requirements. The quotation has one or more significant weaknesses that will be very difficult and/or impossible to correct. Major revision(s) are required for minimum acceptability. The quotation is unawardable.

During the course of the evaluation, the Government will document strengths, weaknesses, deficiencies and clarifications using the following definitions:

Term	Definition
Strength	An aspect of the quote that increases the likelihood of successful contract performance.
Weakness	A flaw in a quote that increases the risk of unsuccessful contract performance.
Significant Weakness	A weakness, or combination of weaknesses, that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a Quote/quotation to meet a Government requirement or a combination of significant weaknesses in a Quote/quotation that increases the risk of unsuccessful contract performance to an unacceptable level.
Clarification	Limited exchanges, between the Government and Quoters that may occur when award without discussions is contemplated. Clarifications do not result in the submission of a revised quote.

**2.5.4.Evaluation of Factor 3: Staffing Approach.** The Government will evaluate whether the Quoter’s staffing approach reflects competitive methods for recruitment and retention of personnel along

with effective and flexible methods for responding to the client's projects and environmental dynamics.

This includes:

- 2.5.4.1.** Quoter's techniques and ability for recruiting and retaining qualified and cleared personnel, in accordance with PWS requirements, over the life of the contract as well as the Quoters historical ability to retain cleared personnel.
- 2.5.4.2.** Quoter's techniques and ability for recruiting and retaining junior personnel, in accordance with PWS requirements, over the life of the contract as well as the Quoters historical ability to retain the junior personnel.
- 2.5.4.3.** Adaptability and flexibility in fulfilling multiple positions containing varied requirements within the scope of the PWS in a reasonable time for surge and future BPA Calls.

**2.5.5.Evaluation Factor 4 Price.** Price Quotes will not be assigned an adjectival rating, but will be evaluated with respect to reasonableness and completeness based on information submitted in the Quoter's price quote, including the completion of Attachments 2 – BPA Pricing Template. Should an award be made from this solicitation, it will be issued as a Firm Fixed Price (FFP) single award BPA with FFP BPA Calls.

Additionally, ICE may utilize one or more of the following methods to evaluate price:

- Comparison to other quotes received.
- Comparison and/or analysis based on Independent Government Cost Estimate.
- Comparison/Analysis to historical prices.
- Comparison with competitive published price lists.

The Government's price evaluation will assess the accuracy and completeness of the quotation, which involves verification that: 1) all line items are priced, 2) figures are correctly calculated and 3) prices/discounts are presented in the adequate format. As part of the price evaluation, the Government will evaluate the extension period authorized by Federal Acquisition Regulation (FAR) 52.217-8, "Option to Extend Services." Thus, for the purposes of evaluation under this RFQ, the Quoter's total price for the BPA will include the Base Period, all Option Periods, and the FAR 52.217-8 Option to Extend Services. The pricing for evaluation of FAR 52.217-8 will be derived by dividing the total amount of Option Period 4 by a factor of two (2).

**2.5.6.Reasonableness and Realism.** The Government will evaluate the proposed price for reasonableness (whether the price is too high), and may evaluate for realism (whether the price is too low that the performance of the contract will be at risk) for the base and all option periods, and the FAR 52.217-8 Option to Extend Services.

**2.5.7.Completeness.** Price Quotes shall be evaluated for completeness by ensuring the Quoter has submitted the completed Attachment 2, BPA Pricing Template, along with documentation mapping the Quoter's GSA PSS labor categories to those described in Attachment 2. Submission of an incomplete price quote will render the quote ineligible for award.

**REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016**

**AMENDMENT 000001**

**ATTACHMENT 1**

**PERFORMANCE WORK STATEMENT (PWS)**

**TRACKED CHANGES**

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## 8.0 APPENDIX A – List of Acronyms

ADIS	Arrival Departure Information System
AFSP	Alien Flight Student Program
ARO	Alternate Responsible Officer
API	Advance Passenger Information
APIS	Advance Passenger Information System
BTS	Border and Transportation Security
CBP	Customs and Border Protection
CEU	Compliance Enforcement Unit
CFR	Code of Federal Regulations
CIS	Citizenship and Immigration Services
CLAIMS 3	Computer Linked Applications Information Management System
CCD	Consular Consolidated Database
COTS	Commercial Off The Shelf
COR	Contracting Officer’s Representative
CRU	Case Resolution Unit
DHS	Department of Homeland Security
DOB	Date of Birth
DoJ	Department of Justice
DoS	Department of State
DSO	Designated School Official
ELMS	Electronic Library Management System
FBI	Federal Bureau of Investigation
FTP	File Transfer Protocol
HQ	Headquarters
IBIS	Interagency Border Inspection System
IAAT	Information Assurance Awareness Training
ICE	Immigration and Customs Enforcement
ID	Identifier
IIRIRA	Illegal Immigration Reform and Immigrant Responsibility Act
INA	Immigration and Nationality Act
Intel	Intelligence
ISS	Information System Support
ITARS	I-17 Tracking and Reporting Systems
LPR	Lawful Permanent Resident
MOU	Memorandum of Understanding
NIIS	Nonimmigrant Information System
NIPS	Numerically Integrated Profiling System
NIV	Nonimmigrant Visa
NSEERS	National Security Entry Exit Registration System
NTE	Not to Exceed
O&M	Operations and Maintenance
OMB	Office of Management and Budget
PA	Privacy Act
PDSO	Principal Designated School Official

PIA	Privacy Impact Assessment
PICS	Password Issuance Control System
PII	Personally Identifiable Information
Pub. L.	Public Law
POE	Port of Entry
PRIV	ICE Privacy Office
PTA	Privacy Threshold Analysis
RO	Responsible Officer
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SCR	System Change Requests
SBU	Sensitive But Unclassified
SEVIS	Student and Exchange Visitor Information System
SEVP	Student and Exchange Visitor Program
SLM	System Lifecycle Management
SORN	System of Records Notice
SSA	Social Security Administration
SSN	Social Security Number
TSA	Transportation Security Administration
U.S.	United States
USA PATRIOT ACT	Uniting and Strengthening America by Providing Appropriate Tools Required to Interrupt and Obstruct Terrorism Act
US-VISIT	United States Visitor and Immigrant Status Indicator Technology

Attachment 3  
Terms and Conditions  
RFQ# 70CMSD18Q00000016

U.S. Department of Homeland Security (DHS)  
Office of the Acquisition Management (OAO)  
Investigations and Operations Support Dallas (IOSD)  
7701 N. Stemmons Freeway, Suite 300, Dallas, TX 75247



U.S. Immigration  
and Customs  
Enforcement

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## TERMS AND CONDITIONS

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### 1. BLANKET PURCHASE AGREEMENT (BPA)

#### 1.1 Blanket Purchase Agreement

In the spirit of the Federal Acquisition Streamlining Act, the Department of Homeland Security and

*(Insert Contractor's Name)*

enter into a Blanket Purchase Agreement (BPA) to support the U.S. Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), National Security Investigation Division (NSID), Visa Security Program (VSP) and Counter-Terrorism and Criminal Exploitation Unit (CTCEU). The intent is to acquire Visa Lifecycle Vetting Initiative (VLVI) support services through the General Services Administration (GSA) Federal Supply Schedule (FSS) 00CORP, Profession Services Schedule (PSS). The following Special Item Number (SIN) applicable to the Contractor's GSA FSS contract shall be included in the BPA:

874-1 Integrated Consulting Services

Note: The terms Quoter, Contractor, and BPA Holder are used interchangeably in this agreement.

#### Signatures:

*DHS/ICE Investigations and Operations Support Dallas (IOSD) BPA Contracting Officer*

_____	_____	_____	_____
Printed Name	IOSD Title	Signature	Date

*Contractor*

_____	_____	_____	_____
Printed Name	Company Title	Signature	Date

## 2. BPA TERMS AND CONDITIONS

This section presents the general requirements applicable to the *Blanket Purchase Agreement (BPA)* Contractor(s).

It is the responsibility of the Contractor to notify the BPA Contracting Officer of GSA Schedule price changes affecting line items and services listed in this BPA prior to award of any Order. Discounts shall be in terms of a flat percentage to be applied against the GSA Schedule price for the product or service. If discounts are conditional on a given dollar volume or other condition, the Contractors' assumptions applicable to each conditional discount must be clearly stated. Contractors are strongly encouraged to offer further price reductions in accordance with their commercial practice. The BPA Pricing Schedule shall include all supplies and services included in the scope of this BPA, with the proposed discounts applied. With the exception of labor hour rates, prices shall not escalate and are not subject to upward adjustment during the term of the BPA. All Orders are subject to the terms and conditions of the underlying GSA contract and to the additional terms and conditions provided within this Blanket Purchase Agreement.

### 2.1 Scope of Services

The following supplies and services can be ordered under this BPA:

Visa Lifecycle Support Services (VLVI)

### 2.2 Types of Orders

This BPA provides for Firm Fixed Priced (FFP) orders.

### 2.3 BPA Volume

The Government estimates, but does not guarantee that the volume of purchases under the BPA will be approximately \$\_\_\_\_\_ over a one (1) year base and four (4) one (1) year options. The Government is obligated only to the extent of authorized purchases actually made under this BPA. There is no minimum order guarantee.

### 2.4 Obligation

This BPA does not obligate any funds. The individual Orders placed against the BPA will obligate funds.

### 2.5 Referenced Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) Clauses/Provisions

The Contractor's General Services Administration (GSA), Professional Service Schedule (PSS) 00CORP, Special Item Number (SIN) 874-1, Integrated Consulting Services Federal Supply Schedule 70 Information Technology contract clauses are incorporated into this BPA. In addition, all clauses referenced below are applicable to the resulting BPA and all Orders unless otherwise stated.

**A. CONTRACT CLAUSES INCORPORATED BY REFERENCE**

**52.252-2 Clauses Incorporated by Reference (Feb 1998)**

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

FAR: <http://farsite.hill.af.mil/vffara.htm>

HSAR: <http://farsite.hill.af.mil/vfhsara.htm>

<b>Federal Acquisition Regulation (FAR) Clauses / Provisions</b>		
<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Apr 2014
52.204-2	Security Requirements	Aug 1996
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	Nov 2015
52.212-4	Contract Terms and Conditions—Commercial Items	Jan 2017
52.222-50	Combating Trafficking in Persons	Mar 2015
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
<b>Homeland Security Acquisition Regulation (HSAR) Clauses / Provisions</b>		
<b>Clause</b>	<b>Title</b>	<b>Date</b>
3052-205-70	Advertisements, Publicizing Awards, And Releases	Sep 2012
3052.242-72	Contracting Officer’s Technical Representative	Dec 2003

**B. FAR CLAUSES INCORPORATED IN FULL TEXT**

**FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Nov 2017)**

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), 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 (Oct 2015) (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 (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

(8) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).



(ii) Alternate I (Nov 2011) of 52.219-3.

   (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

   (ii) Alternate I (Jan 2011) of 52.219-4.

   (13) [Reserved]

   (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

   (ii) Alternate I (Nov 2011).

   (iii) Alternate II (Nov 2011).

   (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

   (ii) Alternate I (Oct 1995) of 52.219-7.

   (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

X (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4))

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

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

   (iv) Alternate III (Nov 2016) of 52.219-9.

   (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

   (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

X (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 (Nov 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

   (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (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 (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X (30) 52.222-36, Affirmative Action for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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).
- X (34) 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.)
- \_ (35)(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.)
- \_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- \_ (37) ~~52.223-12~~, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_ (38) (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.
- \_ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- \_ (ii) Alternate I (Jun 2014) of 52.223-14.

- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (41) 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 (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- (43) 52.223.20, Aerosols (Jun 2016) (E.O. 13693).
- (44) 52.223.21, Foams (Jun 2016) (E.O. 13696).
- X (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
  - (ii) Alternate I (Jan 2017) of 52.224-3.
- (46) 52.225-1, Buy American Act--Supplies (May 2014) (41 U.S.C. chapter 83).
  - (47) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
    - (ii) Alternate I (May 2014) of 52.225-3.
    - (iii) Alternate II (May 2014) of 52.225-3.
    - (iv) Alternate III (May 2014) of 52.225-3.
- (48) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (49) 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).
- (50) 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. 2303 Note).
- (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_ (56) 52.232-34, Payment by Electronic Funds Transfer— Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

\_ (60) (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).

\_ (ii) Alternate I (Apr 2003) 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:

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_ (6) 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).

\_ (7) 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).

\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015)

\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(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, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) 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 (Oct 2015) (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) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 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.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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 E.O. 13627).
- (xiii) 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.)
- (xiv) 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)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xviii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).  
  
(B) Alternate I (Jan 2017) of 52.224-3.
- (xix) 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).
- (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxi) 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.

(End of Clause)

**FAR 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 prior to task order expiration.

(End of Clause)

#### **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 prior to expiration of the contract term; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. 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.

(End of Clause)

#### **C. HSAR CLAUSES INCORPORATED IN FULL TEXT**

##### **HSAR 3052.204-71 Contractor Employee Access (SEP 2012)**

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

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

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

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's

privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

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

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

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

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

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

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

(End of clause)

**ALTERNATE I  
(SEP 2012)**

When the contract will require Contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer’s Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.



(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) 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.

(End of clause)

#### **HSAR 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 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.* 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.

(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) others 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)

## **HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

3052.209-72 Organizational Conflicts of Interest.

3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

3052.203-70 Instructions for Contractor Disclosure of Violations.

3052.204-70 Security Requirements for Unclassified Information Technology Resources.

- 3052.204-71 Contractor Employee Access.
- Alternate I
- 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- 3052.209-73 Limitation on Future Contracting.
- 3052.215-70 Key Personnel or Facilities.
- 3052.216-71 Determination of Award Fee.
- 3052.216-72 Performance Evaluation Plan.
- 3052.216-73 Distribution of Award Fee.
- 3052.217-91 Performance. (USCG)
- 3052.217-92 Inspection and Manner of Doing Work. (USCG)
- 3052.217-93 Subcontracts. (USCG)
- 3052.217-94 Lay Days. (USCG)
- 3052.217-95 Liability and Insurance. (USCG)
- 3052.217-96 Title. (USCG)
- 3052.217-97 Discharge of Liens. (USCG)
- 3052.217-98 Delays. (USCG)
- 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
- 3052.217-100 Guarantee. (USCG)
- 3052.219-70 Small Business Subcontracting Plan Reporting.
- 3052.219-71 DHS Mentor Protégé Program.
- 3052.228-70 Insurance.
- 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
- 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
- 3052.228-92 Fair Market Value of Aircraft. (USCG)
- 3052.228-93 Risk and Indemnities. (USCG)
- 3052.236-70 Special Provisions for Work at Operating Airports.

3052.242-72 Contracting Officer's Technical Representative.

3052.247-70 F.o.B. Origin Information.

Alternate I

Alternate II

3052.247-71 F.o.B. Origin Only.

3052.247-72 F.o.B. Destination Only.

(End of clause)

**HSAR 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 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:

Program Manager

Project Manager

Deputy Project Manager

Senior Task Lead

(End of clause)

**HSAR 3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work (Dec 2003)**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

(End of clause)



### **HSAR 3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)**

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

(End of clause)

### **HSAR Class Deviation 15-01 Safeguarding of Sensitive Information (Mar 2015)**

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

(b) Definitions. As used in this clause—

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

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

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

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

authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

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

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

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

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

"Sensitive Personally Identifiable Information (SPII)" is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver's license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual's name or other unique identifier plus one or more of the following elements:

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

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

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

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide

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

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

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

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

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

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

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



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

- (i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.
- (ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.
- (iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) Renewal of ATO. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor

build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) Security Review. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

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

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

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

(f) Sensitive Information Incident Reporting Requirements.

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and Reporting requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant

encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

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

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

(g) Sensitive Information Incident Response Requirements.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;

- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

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

(End of clause)

### **HSAR Class Deviation 15-01 Information Technology Security and Privacy Training (Mar 2015)**

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

(b) Security Training Requirements.

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

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

(c) Privacy Training Requirements. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

**D. PROVISIONS INCORPORATED BY REFERENCE**

**FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

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

ACQUISITION.GOV

Provision Number	Title	Date
FAR 52.217-5	Evaluation of Options	Jul 1990

**E. ICE INFORMATION GOVERNANCE AND PRIVACY REQUIREMENTS CLAUSE (JUL 2017)**

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

**(1) Privacy Act Information**

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at [www.dhs.gov/privacy](http://www.dhs.gov/privacy). Applicable SORNs of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

**(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment**

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

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

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

### (4) Separation Checklist for Contractor Employees

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

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

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

## B. Privacy Training, Safeguarding, and Remediation

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

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

Contractor shall provide training for all employees, including Subcontractors and independent contractors who have access to sensitive personally identifiable information (PII) as well as the creation, use, dissemination and/or destruction of sensitive PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle sensitive PII, including security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of sensitive PII. All Contractor employees are required to take the Privacy at DHS: Protecting Personal Information training course. This course, along with more information about DHS security and training requirements for Contractors, is available at [www.dhs.gov/dhs-security-and-training-requirements-contractors](http://www.dhs.gov/dhs-security-and-training-requirements-contractors). The Federal Information Security Management Act (FISMA) requires all individuals accessing ICE information to take the annual Information Assurance Awareness Training course. These courses are available



through the ICE intranet site or the Agency may also make the training available through hypertext links or CD. The Contractor shall maintain copies of employees' certificates of completion as a record of compliance and must submit an annual e-mail notification to the ICE Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.

(2) Safeguarding Sensitive PII Requirement

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

(3) Non-Disclosure Agreement Requirement

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

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

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

(5) Reporting Suspected Loss of Sensitive PII

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

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of sensitive PII.
2. The Contractor must report the suspected loss or compromise of sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of sensitive PII by its employees or Subcontractors. The report must contain the following information:
  - a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
  - b. Date, time, and location of the incident.
  - c. Type of information lost or compromised.
  - d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
  - e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
  - f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.
  - g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
  - h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.



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

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

#### (6) Victim Remediation

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

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

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

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

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

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

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

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

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

#### D. Data Privacy and Oversight

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

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

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

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

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

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

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

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

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

## 2.6 BPA Term

This BPA shall consist of a twelve (12) month base period and four (4) twelve (12) month option periods as shown below to be exercised at the discretion of the Government. Orders may have a Period of Performance of twelve (12) months from the last day of Option Period Four of this BPA.

<b>BPA Period</b>	<b>Ordering Period</b>
Base Period	12 months
Option Period One	12 months
Option Period Two	12 months
Option Period Three	12 months
Option Period Four	12 months

This BPA expires at the end of Option Period Four or on the end date of the Contractor's GSA Schedule contract, or on the end date of each subsequent contract period for which GSA extends the GSA Schedule contract by modification, in which case this BPA will be comparably extended by modification not to exceed a total period of performance of sixty (60) months. Orders may be placed against this BPA on or before the last day of Option Period Four if the option is exercised. Note that the FAR 52.217-8 clause has been included in this contract and will be exercised at the discretion of the Government.

Quoters may be awarded a BPA that extends beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA's period of performance. The BPA Holder is required to immediately notify, in writing, the BPA Contracting Officer if at any time the GSA Contract, upon which the BPA is based, is no longer in force.

This BPA is not a contract. If the BPA Holder fails to perform in a manner satisfactory to the BPA Contracting Officer, this BPA may be canceled at any time with written notice to the BPA Holder by the BPA Contracting Officer. BPA cancellation does not simultaneously cancel existing orders written against the BPA.

## 2.7 Ordering Officers

DHS/ICE Warranted Contracting Officers.

## **2.8 Orders**

Orders will be placed against this BPA by DHS/ICE Contracting Activities in accordance with the Ordering Procedures in Section 2.19.

## **2.9 Award of Orders under the BPA**

Each Order issued under this BPA will include, at a minimum, the following information as applicable:

1. BPA and Order Number;
2. Date of the order;
3. Description of the service(s) to be acquired and/or work to be performed;
4. Period of performance or required completion date;
5. Place of performance;
6. Deliverables;
7. CLIN/SLIN number and description, contract type, quantity, unit price and extended price;
8. The security requirements;
9. The payment schedule; and
10. Accounting and appropriation data.

## **2.10 Order Period of Performance**

The period of performance will be designated at the Order level. Orders may be issued at any time during the period of performance. Orders for supplies and services shall be priced using the pricing table specified in the BPA applicable to the Order's anticipated period of performance. Periods of Performance for orders for supplies or services issued in the final year of the BPA shall not extend beyond 12 months after the BPA's ordering period end date. The period of performance for each order shall be consistent with the funding appropriation being obligated.

## **2.11 Invoicing**

Invoicing procedures will be specified in each individual Order. The "remit to" address to which payment must be sent is applicable at the Order level. At a minimum, each invoice shall include the following information:

- (i) Name and address of the Contractor;
- (ii) Invoice date and invoice number. (Contractors should date invoices as close as possible to the date of mailing or transmission.);
- (iii) BPA and Order number and period of performance or other authorization for supplies delivered or services performed (including order number and contract line item number);
- (iv) Description of supplies or services;
- (v) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

## **2.12 Order of Precedence**

The terms and conditions apply to all Orders pursuant to the BPA. In the event of an inconsistency between the provisions of this BPA and the terms and conditions of the Contractor's GSA FSS contract, the federal supply schedule contract shall take precedence.



## **2.13 Place of Performance**

The place of performance will be at the Government's facilities as outlined in the PWS.

## **2.14 Travel**

As detailed in the PWS, Contractor travel may be required to support this requirement. All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with FAR 31.205-46 -- Travel Costs. The Contractor shall be responsible for obtaining COR approval (electronic mail is acceptable) for all reimbursable travel in advance of each travel event. Travel requirements will be specified at the Order level.

## **2.15 Security Considerations**

Contractor access to unclassified, but Security Sensitive Information may be required under this BPA. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination. Security requirements will be specified at the Order level.

## **2.16 Hours of Operation**

The hours of operation will be specified at the Order level.

## **2.17 Post Award Conference**

The Contractor shall attend a Post-Award Conference with the BPA Contracting Officer and the Contracting Officer's Representative (COR) no later than ten (10) business days after the date of award. The purpose of the Post-Award Conference, which will be chaired by the Contracting Officer, is to discuss contracting requirements. The Post-Award Conference will be held at a Government facility within the Northern Capital Region (NCR) or via teleconference as determined by the Contracting Officer.

Post award conferences at the Order level shall be held at the discretion of the Order Contracting Officer (OCO) awarding the Order if that OCO determines one to be necessary.

## **2.18 Past Performance**

Contractor Performance Assessment Reporting System (CPARS) will be utilized to record a Contractor's past performance information on individual Orders when applicable.

## **2.19 Ordering Procedures**

### **2.19.1 General**

The DHS/ICE Ordering Contracting Officer (OCO) will award and administer Orders in accordance with the ordering procedures set forth in the BPA and the procedures outlined in FAR 8.405-3(c) -- Ordering from BPAs.

### **2.19.2 Order Request for Quotation (RFQ)**

Orders will be within the scope, issued within the period of performance, and be within the estimated value of the BPA. Only the Contracting Officer for the BPA may modify the agreement to change the scope, period, or estimated value as allowed by law.

The Order Request for Quote (RFQ) will be in writing (via mail, e-mail, or fax) and include a description of the required supplies or services, the evaluation or review criteria, and the evaluation or review procedure. The evaluation or review will be based on technical factors such as, but not limited to, technical capabilities, management approach, past performance, and price.

The BPA Holder shall submit a quotation in accordance with the OCO's RFQ instructions. The information that the OCO requests from the BPA Holder shall be the minimum needed.

No payment will be made to the BPA Holder for the cost to prepare or submit an Order quote.

## 2.20 Commencing Work

The BPA Holder shall not commence work until authorized by the OCO. This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases by orders issued under this BPA.

## 2.21 Annual Review of the BPA

In accordance with FAR 8.405-3(e), the Department of Homeland Security, Office of Procurement Operations which has established this BPA will conduct an annual review to determine whether the schedule contract, upon which the BPA was established, is still in effect, the BPA still represents the best value, and estimated quantities/amounts have been exceeded and additional price reductions can be obtained. The results of this review will be documented in accordance with the Federal Acquisition Regulation.

## 2.22 BPA Administration

The Contracting Officer (CO) for this BPA is identified below:

<b>Name:</b>	(b)(6); (b)(7)(C)
<b>Agency:</b>	Investigations and Operations Support Dallas (IOSD) Immigration and Customs Enforcement (ICE) Department of Homeland Security (DHS)
<b>Address:</b>	7701 North Stemmons Freeway, Suite 300 Dallas, TX 75247
<b>Voice:</b>	214-905 (b)(6); (b)(7)(C)
<b>Email:</b>	(b)(6); (b)(7)(C)@ice.dhs.gov

The Contract Specialist (CS) for this BPA is identified below:

<b>Name:</b>	(b)(6); (b)(7)(C)
<b>Agency:</b>	Investigations and Operations Support Dallas (IOSD)

	Immigration and Customs Enforcement (ICE) Department of Homeland Security (DHS)
<b>Address:</b>	7701 North Stemmons Freeway, Suite (b)(6); (b)(7)(C) Dallas, TX 75247
<b>Voice:</b>	214-905 (b)(6); (b)(7)(C)
<b>Email:</b>	(b)(6); (b)(7)(C) ice.dhs.gov

Contracting Officer's Representative (COR):

<b>Name:</b>	TBD
<b>Agency:</b>	
<b>Address:</b>	
<b>Voice:</b>	
<b>Email:</b>	

**REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016**

**AMENDMENT 000001**

**ATTACHMENT 3**

**TERMS AND CONDITIONS**

**CLEAN**



Attachment 3  
Terms and Conditions  
RFQ# 70CMSD18Q00000016

U.S. Department of Homeland Security (DHS)  
Office of the Acquisition Management (OAO)  
Investigations and Operations Support Dallas (IOSD)  
7701 N. Stemmons Freeway, Suite 300, Dallas, TX 75247



U.S. Immigration  
and Customs  
Enforcement

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## TERMS AND CONDITIONS

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### 1. BLANKET PURCHASE AGREEMENT (BPA)

#### 1.1 Blanket Purchase Agreement

In the spirit of the Federal Acquisition Streamlining Act, the Department of Homeland Security and

*(Insert Contractor's Name)*

enter into a Blanket Purchase Agreement (BPA) to support the U.S. Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), National Security Investigation Division (NSID), Visa Security Program (VSP) and Counter-Terrorism and Criminal Exploitation Unit (CTCEU). The intent is to acquire Visa Lifecycle Vetting Initiative (VLVI) support services through the General Services Administration (GSA) Federal Supply Schedule (FSS) 00CORP, Profession Services Schedule (PSS). The following Special Item Number (SIN) applicable to the Contractor's GSA FSS contract shall be included in the BPA:

874-1 Integrated Consulting Services

Note: The terms Quoter, Contractor, and BPA Holder are used interchangeably in this agreement.

#### Signatures:

*DHS/ICE Investigations and Operations Support Dallas (IOSD) BPA Contracting Officer*

Printed Name	IOSD Title	Signature	Date
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*Contractor*

Printed Name	Company Title	Signature	Date
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## 2. BPA TERMS AND CONDITIONS

This section presents the general requirements applicable to the *Blanket Purchase Agreement (BPA)* Contractor(s).

It is the responsibility of the Contractor to notify the BPA Contracting Officer of GSA Schedule price changes affecting line items and services listed in this BPA prior to award of any Order. Discounts shall be in terms of a flat percentage to be applied against the GSA Schedule price for the product or service. If discounts are conditional on a given dollar volume or other condition, the Contractors' assumptions applicable to each conditional discount must be clearly stated. Contractors are strongly encouraged to offer further price reductions in accordance with their commercial practice. The BPA Pricing Schedule shall include all supplies and services included in the scope of this BPA, with the proposed discounts applied. With the exception of labor hour rates, prices shall not escalate and are not subject to upward adjustment during the term of the BPA. All Orders are subject to the terms and conditions of the underlying GSA contract and to the additional terms and conditions provided within this Blanket Purchase Agreement.

### 2.1 Scope of Services

The following supplies and services can be ordered under this BPA:

Visa Lifecycle Support Services (VLVI)

### 2.2 Types of Orders

This BPA provides for Firm Fixed Priced (FFP) orders.

### 2.3 BPA Volume

The Government estimates, but does not guarantee that the volume of purchases under the BPA will be approximately \$\_\_\_\_\_ over a one (1) year base and four (4) one (1) year options. The Government is obligated only to the extent of authorized purchases actually made under this BPA. There is no minimum order guarantee.

### 2.4 Obligation

This BPA does not obligate any funds. The individual Orders placed against the BPA will obligate funds.

### 2.5 Referenced Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) Clauses/Provisions

The Contractor's General Services Administration (GSA), Professional Service Schedule (PSS) 00CORP, Special Item Number (SIN) 874-1, Integrated Consulting Services contract clauses are incorporated into this BPA. In addition, all clauses referenced below are applicable to the resulting BPA and all Orders unless otherwise stated.

**A. CONTRACT CLAUSES INCORPORATED BY REFERENCE**

**52.252-2 Clauses Incorporated by Reference (Feb 1998)**

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

FAR: <http://farsite.hill.af.mil/vffara.htm>

HSAR: <http://farsite.hill.af.mil/vfhsara.htm>

<b>Federal Acquisition Regulation (FAR) Clauses / Provisions</b>		
<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Apr 2014
52.204-2	Security Requirements	Aug 1996
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	Nov 2015
52.212-4	Contract Terms and Conditions—Commercial Items	Jan 2017
52.222-50	Combating Trafficking in Persons	Mar 2015
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
<b>Homeland Security Acquisition Regulation (HSAR) Clauses / Provisions</b>		
<b>Clause</b>	<b>Title</b>	<b>Date</b>
3052-205-70	Advertisements, Publicizing Awards, And Releases	Sep 2012
3052.242-72	Contracting Officer’s Technical Representative	Dec 2003

**B. FAR CLAUSES INCORPORATED IN FULL TEXT**

**FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Nov 2017)**

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), 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 (Oct 2015) (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 (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

(8) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_ (13) [Reserved]

\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_ (ii) Alternate I (Nov 2011).

\_ (iii) Alternate II (Nov 2011).

\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4))

\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

X (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 (Nov 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (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 (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X (30) 52.222-36, Affirmative Action for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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).
- X (34) 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.)
- \_ (35)(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.)
- \_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- \_ (37) ~~52.223-12~~, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_ (38) (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.
- \_ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- \_ (ii) Alternate I (Jun 2014) of 52.223-14.



- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (41) 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 (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- (43) 52.223.20, Aerosols (Jun 2016) (E.O. 13693).
- (44) 52.223.21, Foams (Jun 2016) (E.O. 13696).
- X (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
  - (ii) Alternate I (Jan 2017) of 52.224-3.
- (46) 52.225-1, Buy American Act--Supplies (May 2014) (41 U.S.C. chapter 83).
  - (47) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
    - (ii) Alternate I (May 2014) of 52.225-3.
    - (iii) Alternate II (May 2014) of 52.225-3.
    - (iv) Alternate III (May 2014) of 52.225-3.
- (48) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (49) 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).
- (50) 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. 2303 Note).
- (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_ (56) 52.232-34, Payment by Electronic Funds Transfer— Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

\_ (60) (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).

\_ (ii) Alternate I (Apr 2003) 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:

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_ (6) 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).

\_ (7) 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).

\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015)

\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).



(11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(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, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) 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 (Oct 2015) (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) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 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.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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 E.O. 13627).
- (xiii) 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.)
- (xiv) 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)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xviii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).  
  
(B) Alternate I (Jan 2017) of 52.224-3.
- (xix) 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).
- (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxi) 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.

(End of Clause)

**FAR 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 prior to task order expiration.

(End of Clause)

#### **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 prior to expiration of the contract term; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. 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.

(End of Clause)

#### **C. HSAR CLAUSES INCORPORATED IN FULL TEXT**

##### **HSAR 3052.204-71 Contractor Employee Access (SEP 2012)**

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

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

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

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's

privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

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

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

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

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

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

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

(End of clause)

**ALTERNATE I  
(SEP 2012)**

When the contract will require Contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer’s Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.



(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) 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.

(End of clause)

#### **HSAR 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 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.* 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.

(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) others 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)

## **HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

3052.209-72 Organizational Conflicts of Interest.

3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

3052.203-70 Instructions for Contractor Disclosure of Violations.

3052.204-70 Security Requirements for Unclassified Information Technology Resources.

- 3052.204-71 Contractor Employee Access.
- Alternate I
- 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- 3052.209-73 Limitation on Future Contracting.
- 3052.215-70 Key Personnel or Facilities.
- 3052.216-71 Determination of Award Fee.
- 3052.216-72 Performance Evaluation Plan.
- 3052.216-73 Distribution of Award Fee.
- 3052.217-91 Performance. (USCG)
- 3052.217-92 Inspection and Manner of Doing Work. (USCG)
- 3052.217-93 Subcontracts. (USCG)
- 3052.217-94 Lay Days. (USCG)
- 3052.217-95 Liability and Insurance. (USCG)
- 3052.217-96 Title. (USCG)
- 3052.217-97 Discharge of Liens. (USCG)
- 3052.217-98 Delays. (USCG)
- 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
- 3052.217-100 Guarantee. (USCG)
- 3052.219-70 Small Business Subcontracting Plan Reporting.
- 3052.219-71 DHS Mentor Protégé Program.
- 3052.228-70 Insurance.
- 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
- 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
- 3052.228-92 Fair Market Value of Aircraft. (USCG)
- 3052.228-93 Risk and Indemnities. (USCG)
- 3052.236-70 Special Provisions for Work at Operating Airports.



3052.242-72 Contracting Officer's Technical Representative.

3052.247-70 F.o.B. Origin Information.

Alternate I

Alternate II

3052.247-71 F.o.B. Origin Only.

3052.247-72 F.o.B. Destination Only.

(End of clause)

**HSAR 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 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:

Program Manager

Project Manager

Deputy Project Manager

Senior Task Lead

(End of clause)

**HSAR 3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work (Dec 2003)**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

(End of clause)

### **HSAR 3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)**

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

(End of clause)

### **HSAR Class Deviation 15-01 Safeguarding of Sensitive Information (Mar 2015)**

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

(b) Definitions. As used in this clause—

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

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

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

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

authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

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

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

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

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

"Sensitive Personally Identifiable Information (SPII)" is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver's license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual's name or other unique identifier plus one or more of the following elements:

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

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

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

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide

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

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

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

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

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

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

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



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

- (i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.
- (ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.
- (iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) Renewal of ATO. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor

build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) Security Review. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

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

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

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

(f) Sensitive Information Incident Reporting Requirements.

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and Reporting requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant

encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

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

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

(g) Sensitive Information Incident Response Requirements.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;



- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

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

(End of clause)

### **HSAR Class Deviation 15-01 Information Technology Security and Privacy Training (Mar 2015)**

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

(b) Security Training Requirements.

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

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

(c) Privacy Training Requirements. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

**D. PROVISIONS INCORPORATED BY REFERENCE**

**FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

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

ACQUISITION.GOV

Provision Number	Title	Date
FAR 52.217-5	Evaluation of Options	Jul 1990

**E. ICE INFORMATION GOVERNANCE AND PRIVACY REQUIREMENTS CLAUSE (JUL 2017)**

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

**(1) Privacy Act Information**

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at [www.dhs.gov/privacy](http://www.dhs.gov/privacy). Applicable SORNs of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

**(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment**

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

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

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

### (4) Separation Checklist for Contractor Employees

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

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

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

## B. Privacy Training, Safeguarding, and Remediation

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

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

Contractor shall provide training for all employees, including Subcontractors and independent contractors who have access to sensitive personally identifiable information (PII) as well as the creation, use, dissemination and/or destruction of sensitive PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle sensitive PII, including security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of sensitive PII. All Contractor employees are required to take the Privacy at DHS: Protecting Personal Information training course. This course, along with more information about DHS security and training requirements for Contractors, is available at [www.dhs.gov/dhs-security-and-training-requirements-contractors](http://www.dhs.gov/dhs-security-and-training-requirements-contractors). The Federal Information Security Management Act (FISMA) requires all individuals accessing ICE information to take the annual Information Assurance Awareness Training course. These courses are available



through the ICE intranet site or the Agency may also make the training available through hypertext links or CD. The Contractor shall maintain copies of employees' certificates of completion as a record of compliance and must submit an annual e-mail notification to the ICE Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.

(2) Safeguarding Sensitive PII Requirement

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

(3) Non-Disclosure Agreement Requirement

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

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

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

(5) Reporting Suspected Loss of Sensitive PII

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

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of sensitive PII.
2. The Contractor must report the suspected loss or compromise of sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of sensitive PII by its employees or Subcontractors. The report must contain the following information:
  - a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
  - b. Date, time, and location of the incident.
  - c. Type of information lost or compromised.
  - d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
  - e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
  - f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.
  - g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
  - h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

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

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

#### (6) Victim Remediation

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

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

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

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

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

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

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

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

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

#### D. Data Privacy and Oversight

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

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

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

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

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

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

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

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

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:



- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

## 2.6 BPA Term

This BPA shall consist of a twelve (12) month base period and four (4) twelve (12) month option periods as shown below to be exercised at the discretion of the Government. Orders may have a Period of Performance of twelve (12) months from the last day of Option Period Four of this BPA.

<b>BPA Period</b>	<b>Ordering Period</b>
Base Period	12 months
Option Period One	12 months
Option Period Two	12 months
Option Period Three	12 months
Option Period Four	12 months

This BPA expires at the end of Option Period Four or on the end date of the Contractor's GSA Schedule contract, or on the end date of each subsequent contract period for which GSA extends the GSA Schedule contract by modification, in which case this BPA will be comparably extended by modification not to exceed a total period of performance of sixty (60) months. Orders may be placed against this BPA on or before the last day of Option Period Four if the option is exercised. Note that the FAR 52.217-8 clause has been included in this contract and will be exercised at the discretion of the Government.

Quoters may be awarded a BPA that extends beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA's period of performance. The BPA Holder is required to immediately notify, in writing, the BPA Contracting Officer if at any time the GSA Contract, upon which the BPA is based, is no longer in force.

This BPA is not a contract. If the BPA Holder fails to perform in a manner satisfactory to the BPA Contracting Officer, this BPA may be canceled at any time with written notice to the BPA Holder by the BPA Contracting Officer. BPA cancellation does not simultaneously cancel existing orders written against the BPA.

## 2.7 Ordering Officers

DHS/ICE Warranted Contracting Officers.

## **2.8 Orders**

Orders will be placed against this BPA by DHS/ICE Contracting Activities in accordance with the Ordering Procedures in Section 2.19.

## **2.9 Award of Orders under the BPA**

Each Order issued under this BPA will include, at a minimum, the following information as applicable:

1. BPA and Order Number;
2. Date of the order;
3. Description of the service(s) to be acquired and/or work to be performed;
4. Period of performance or required completion date;
5. Place of performance;
6. Deliverables;
7. CLIN/SLIN number and description, contract type, quantity, unit price and extended price;
8. The security requirements;
9. The payment schedule; and
10. Accounting and appropriation data.

## **2.10 Order Period of Performance**

The period of performance will be designated at the Order level. Orders may be issued at any time during the period of performance. Orders for supplies and services shall be priced using the pricing table specified in the BPA applicable to the Order's anticipated period of performance. Periods of Performance for orders for supplies or services issued in the final year of the BPA shall not extend beyond 12 months after the BPA's ordering period end date. The period of performance for each order shall be consistent with the funding appropriation being obligated.

## **2.11 Invoicing**

Invoicing procedures will be specified in each individual Order. The "remit to" address to which payment must be sent is applicable at the Order level. At a minimum, each invoice shall include the following information:

- (i) Name and address of the Contractor;
- (ii) Invoice date and invoice number. (Contractors should date invoices as close as possible to the date of mailing or transmission.);
- (iii) BPA and Order number and period of performance or other authorization for supplies delivered or services performed (including order number and contract line item number);
- (iv) Description of supplies or services;
- (v) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

## **2.12 Order of Precedence**

The terms and conditions apply to all Orders pursuant to the BPA. In the event of an inconsistency between the provisions of this BPA and the terms and conditions of the Contractor's GSA FSS contract, the federal supply schedule contract shall take precedence.



## **2.13 Place of Performance**

The place of performance will be at the Government's facilities as outlined in the PWS.

## **2.14 Travel**

As detailed in the PWS, Contractor travel may be required to support this requirement. All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with FAR 31.205-46 -- Travel Costs. The Contractor shall be responsible for obtaining COR approval (electronic mail is acceptable) for all reimbursable travel in advance of each travel event. Travel requirements will be specified at the Order level.

## **2.15 Security Considerations**

Contractor access to unclassified, but Security Sensitive Information may be required under this BPA. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination. Security requirements will be specified at the Order level.

## **2.16 Hours of Operation**

The hours of operation will be specified at the Order level.

## **2.17 Post Award Conference**

The Contractor shall attend a Post-Award Conference with the BPA Contracting Officer and the Contracting Officer's Representative (COR) no later than ten (10) business days after the date of award. The purpose of the Post-Award Conference, which will be chaired by the Contracting Officer, is to discuss contracting requirements. The Post-Award Conference will be held at a Government facility within the Northern Capital Region (NCR) or via teleconference as determined by the Contracting Officer.

Post award conferences at the Order level shall be held at the discretion of the Order Contracting Officer (OCO) awarding the Order if that OCO determines one to be necessary.

## **2.18 Past Performance**

Contractor Performance Assessment Reporting System (CPARS) will be utilized to record a Contractor's past performance information on individual Orders when applicable.

## **2.19 Ordering Procedures**

### **2.19.1 General**

The DHS/ICE Ordering Contracting Officer (OCO) will award and administer Orders in accordance with the ordering procedures set forth in the BPA and the procedures outlined in FAR 8.405-3(c) -- Ordering from BPAs.

### **2.19.2 Order Request for Quotation (RFQ)**

Orders will be within the scope, issued within the period of performance, and be within the estimated value of the BPA. Only the Contracting Officer for the BPA may modify the agreement to change the scope, period, or estimated value as allowed by law.

The Order Request for Quote (RFQ) will be in writing (via mail, e-mail, or fax) and include a description of the required supplies or services, the evaluation or review criteria, and the evaluation or review procedure. The evaluation or review will be based on technical factors such as, but not limited to, technical capabilities, management approach, past performance, and price.

The BPA Holder shall submit a quotation in accordance with the OCO's RFQ instructions. The information that the OCO requests from the BPA Holder shall be the minimum needed.

No payment will be made to the BPA Holder for the cost to prepare or submit an Order quote.

## 2.20 Commencing Work

The BPA Holder shall not commence work until authorized by the OCO. This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases by orders issued under this BPA.

## 2.21 Annual Review of the BPA

In accordance with FAR 8.405-3(e), the Department of Homeland Security, Office of Procurement Operations which has established this BPA will conduct an annual review to determine whether the schedule contract, upon which the BPA was established, is still in effect, the BPA still represents the best value, and estimated quantities/amounts have been exceeded and additional price reductions can be obtained. The results of this review will be documented in accordance with the Federal Acquisition Regulation.

## 2.22 BPA Administration

The Contracting Officer (CO) for this BPA is identified below:

<b>Name:</b>	(b)(6); (b)(7)(C)
<b>Agency:</b>	Investigations and Operations Support Dallas (IOSD) Immigration and Customs Enforcement (ICE) Department of Homeland Security (DHS)
<b>Address:</b>	7701 North Stemmons Freeway, Suite (b)(6); (b)(7)(C) Dallas, TX 75247
<b>Voice:</b>	214-905 (b)(6);
<b>Email:</b>	(b)(6); (b)(7)(C)@e.dhs.gov

The Contract Specialist (CS) for this BPA is identified below:

<b>Name:</b>	(b)(6); (b)(7)(C)
<b>Agency:</b>	Investigations and Operations Support Dallas (IOSD)

	Immigration and Customs Enforcement (ICE) Department of Homeland Security (DHS)
<b>Address:</b>	7701 North Stemmons Freeway, Suite 300 Dallas, TX 75247
<b>Voice:</b>	214-905- <span style="border: 1px solid black; padding: 0 2px;">(b)(6); (b)(7)(C)</span>
<b>Email:</b>	<span style="border: 1px solid black; padding: 0 2px;">(b)(6); (b)(7)(C)</span> @ice.dhs.gov

Contracting Officer's Representative (COR):

<b>Name:</b>	TBD
<b>Agency:</b>	
<b>Address:</b>	
<b>Voice:</b>	
<b>Email:</b>	

**REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016**  
**AMENDMENT 000001**  
**GOVERNMENT RESPONSE TO VENDOR QUESTIONS**

	PWS Paragraph Reference / Other (Sample. Para 5.1)	Vendor Question	Government Response
1	Attachment 2 – BPA Pricing Template, pricing tabs	Please confirm that the number of FTEs per Labor Category represent ceiling amounts and that the Government may order these Labor Categories individually or in bulk depending on future task order requirements.	Confirmed.
2	Attachment 3 – Terms & Conditions, Section 1.3.8, paragraph 2	Volume V: Price Submission Instructions state quoters shall provide documentation mapping their GSA PSS labor categories to those described in Attachment 2. Please give an example of what the Government considers suitable documentation with respect to GSA PSS labor category mapping.	For example, if the Quoter’s GSA PSS labor category is titled Analyst and the Quoter is proposing that category to satisfy the VLVI Administrative Analyst Junior position; then, the Quoter shall provide information specifically citing such.  “GSA PSS Analyst = VLVI Administrative Analyst Junior”
3	Attachment 3 – Terms & Conditions, Section B, clause 52.219-9	Please confirm whether a small business subcontracting plan is required upon proposal submission or after award.	Not required. Attachment 3 revised per question.
4	Attachment 3 – Terms & Conditions, Section 2.11, Invoicing	Please confirm task order invoicing will occur on a FFP CLIN basis, i.e. 1/12 of the contract year price vs. a T&M or FFP LoE type invoicing structure.	Invoicing will be on a FFP basis.
5	Instructions to Offerors, Para 1.3.6	Please confirm that Corporate Experience consists of three (3) pages per project, not three (3) pages total.	The Corporate Experience page limitation is three (3) pages TOTAL.

6	Instructions to Offerors, Para 1.3.6	Can the government please confirm that copies of the relevant portions of the SOW/PWS for each Corporate Experience, rather than the complete SOW/PWS is acceptable?	Please provide each SOW/PWS in their entirety.
7	Instructions to Offerors, Para 1.3.6	Please confirm that the copies of the SOW/PWS are not included in page count.	Copies of the SOW/PWS documents are NOT included in the page count. The RFQ Letter has been revised per question.
8	RFQ, Para. 1.2.2	Can Offerors submit final responses/volumes in PDF format and Excel 2010 format for the cost template?	Pdf and Excel 2010 format submissions are acceptable.
9	RFQ, Para. 1.3.6	Given the sensitive nature of the PWS tasks, relevant corporate experience documentation (to include SOW statements) may be classified. Can the government please clarify if classified SOW statements can be submitted separate from the proposal?	The SOW/PWS can be submitted separately redacted as necessary or as outlined in revised Section 1.3.6.1 k of the RFQ.
10	RFQ, Para. 1.3.6.1	Corporate Experience Documentation requires the inclusion of copies of the SOW or PWS for each submitted contract example. Please confirm that these documents may be included as an appendix and not counted within the Corporate Experience 3 page limit.	Copies of the SOW/PWS documents are NOT included in the page count. The documents may be included as an appendix. The RFQ Letter has been revised per question.
11	RFQ, Para. 1.3.7, Volume IV:	Key Personnel Submission Requirements; "i. Names and current employer". Please confirm this should read "Name of current employer."	The section requires citation of the name of the proposed Key Personnel candidate and the name of their current employer.

12	PWS, Para. 4.1.8 and 4.1.8.1	What are the required hours of operations?	Currently VSP Analysts work a full 8 hours, beginning at various hours, but not currently outside the hours of (6am to 9am) for the start of the work day, ending 8 hours later. CTCEU operates between the hours of 0600-2200 on weekdays. CTCEU may require on-call support during weekends and holidays.
13	PWS, Para 5.5.4 – Item 4	<p>Current customer process is dependent on the Gov't submitting hours and completing case reviews prior to the contractor being able to address closures. 30 day requirement in PWS is unrealistic due to required gov't action prior to contractor able to close.</p> <p>Recommend frequency/standard: Due within 30 days after CTCEU Government Program Manager completes case review and hour approval process on closures.</p>	This may be considered and discussed further should the issue present itself during performance of the contract.

14	Attachment 2 – BPA Pricing Template	Key personnel are identified to provide full-time hours to CTCEU and VSP support (tabs 3 and 6), as well as partial support to surge support (tabs 4 and 7). Please confirm that the Government expects the same key personnel to be named for core hours support and surge support, respective of task.	Four (4) labor categories are designated as Key Personnel, identified as the Program Manager, Project Manager, Deputy Project Manager and Senior Task Lead. Both CTCEU and VSP have included these four (4) key personnel labor categories in their full-time and surge support requirements. Except for one (1) position, the Program Manager, the additional key personnel are not to be considered overlapping support, performing duties for both CTCEU and VSP operations simultaneously. VSP and CTCEU operations require their own independent teams/personnel (including the key personnel) conducting their respective operations on a daily, full-time basis and in surge support scenarios. However, all personnel (key and non-key) should be able to transition to either unit (VSP or CTCEU) when it is determined to be necessary, and if/when surge scenarios dictate the reassignment of personnel.
15	Attachment 2 – BPA Pricing template	Does the Travel NTE amount include the contractor’s burdens on Travel expenses?	The Travel NTE amount is inclusive of all reimbursable expenses in accordance with FAR Part 31.205-46, Travel Costs and Federal Travel Regulations.



16	RFQ 1.3.6	In the interest of competition and a level playing field—given few Federal Government contracts which could address the entire scope of VLVI performance work statement (PWS)—would the Government please consider allowing corporate experience examples to be evaluated "as a whole" rather than individually scored? This would help improve competition, while still allowing the government to evaluate delivery risk.	The Government is not evaluating Corporate Experience examples as a whole. However, RFQ Section 1.3.6 has been revised to cite that the Government will consider a BPA or IDIQ that has had at least \$80M in BPA Calls or Task Orders issued against it.
17	RFQ 1.3.6	In the interest of competition and given that there are very few if any corporate qualifications across the Federal Government regardless of vendor that meet the \$80 million—single task order, single contract—scope and relevancy requirement, would the Government please consider changing the requirement to \$40 million?	Due to the size and complexity of the VLVI requirement, the Government maintains the \$80M Corporate Experience requirement. However, RFQ Section 1.3.6 has been revised to cite that the Government will consider a BPA or IDIQ that has had at least \$80M in BPA Calls or Task Orders issued against it.
18	RFQ 1.3.6	Given corporate experience is the highest weighted evaluation criteria, would the Government consider a 6 page limit for corporate experience to enable a fuller description of the corporate experience and a more substantial basis for proposal evaluation?	The Government is not increasing the page limit for the Corporate Experience volume.
19	RFQ 1.3.6.1	Would the Government consider excluding item k. Copies of the Statements of Work, from the 3 page limit of the corporate experience volume?	Copies of the SOW/PWS documents are NOT included in the page count. The RFQ Letter has been revised per question.

20	RFQ 1.3.6.1	Given the 3 page requirement for corporate experience and the fact that statements of work (item k.) have a length of 1 to 100 pages, in which volume should the Corporate Experience statements of work be placed?	The documents may be included as an appendix to the Corporate Experience quote volume.
21	RFQ 1.3.6.1	If the corporate experience statement of work (item k.) is classified, how would the Government recommend we transmit them?	The SOW can be submitted separately redacted as necessary or in the format as outlined in revised Section 1.3.6.1 k of the RFQ.
22	RFQ 1.3.7	As noted in section 1.3.7. Volume IV: Key Personnel Submissions Instructions, the Government states "vi. Active Registration, if a member of an organization - including year first registered and discipline." Would the Government please clarify and give an example of what type of organizations they are referring to here?	The Government is referring to any general professional organization e.g. Public Relations Society of America, Fraternal Order of Police, etc.
23	RFQ 1.3.8	Would the Government consider providing the IGCE to support reasonableness and realism in pricing, consistent with other DHS RFQs/RFPs?	The Government will not be providing the IGCE.

24	RFQ 2.5.3	<p>To enable the Government to make a substantive and easily documented best value determination, would the Government please consider amending the definitions of the Staffing Approach Factor Ratings (page 8, section 2.5.3), specifically the definition of the Excellent Rating, as below:</p> <p>Currently, an Excellent Rating includes “One or more strengths” This means that a Quoter with one strength will be rated the same as a Quoter with 5 strengths. Would the Government consider defining one strength as Acceptable, while defining Excellent as “more than one strength?”</p>	<p>The Government is not revising the adjectival rating definition. Should a quote have strengths, but offer no additional benefit to the Government, the quote may be rated Acceptable vs. Excellent.</p>
25	RFQ 2.5.5	<p>The RFQ states “...Thus, for the purposes of evaluation under this RFQ, the Quoter's total price for the BPA will include the Base Period, all Option Periods, and the FAR 52.217-8 Option to Extend Services.” The pricing tables in Attachment 2 - BPA Pricing Template are locked and do not contain columns for the Option to Extend Services.</p> <p>Will the Government please confirm that Quoters are not required to include the cost for the FAR 52.217-8 Option to Extend Services in their proposed price in Attachment 2 - BPA Pricing Template and that the Government will independently calculate the cost for the Option to Extend Services independent of the Attachment 2 - BPA Pricing Template?</p>	<p>Confirmed. Quoters are not required to include the cost for the FAR 52.217-8 Option to Extend Services in their proposed price in Attachment 2 - BPA Pricing Template. The Government will derive the price for the Option to Extend Services as stated in Section 2.5.5 of the RFQ.</p>

26	RFQ 2.5.7	<p>The RFQ states “Price Quotes shall be evaluated for completeness by ensuring the Quoter has submitted the completed Attachment 2, BPA Pricing Template, along with documentation mapping the Quoter’s GSA PSS labor categories to those described in Attachment 2.”</p> <p>Will the Government consider unlocking the Attachment 2 – BPA Pricing Template to permit Quoters to insert columns to show the mapping to the GSA PSS labor categories? Alternatively, will the Government modify the format to include a column to show the GSA PSS labor category mapping in Attachment 2 – BPA Pricing Template?</p>	<p>The excel sheet shall remain locked. However, Quoters have the ability to add a tab for GSA PSS labor category mapping should they choose to do so.</p>
27	PWS 3.2.7.4	<p>National Security Team (NST) Support. If the Government requires the Contractor to detail any Contractor employee under NST Support for 31 consecutive calendar days or more, the detailed Contractor employee shall be billable starting from the 31st calendar day worked under the established firm fixed hourly rates Surge Support on a labor hour basis starting from the 31st day until the Contractor employee returns. The Contractor shall backfill any detailed Contractor within 14 calendar days after the detail employee reaches the 31st consecutive calendar day with no additional cost to the government.</p> <p>Will the Government please confirm Surge CLINs will be ordered on a Labor Hour basis, and revise the RFQ and associated attachments to reflect the required changes, as needed?</p>	<p>The Surge CLINs will not be ordered on a Labor Hour basis. The PWS has been revised to reflect firm fixed price billing.</p>

28	PWS 3.2.7.5	<p>Liaison Support. If the Government requires the Contractor to detail any Contractor employee under Liaison Support for 31 consecutive calendar days or more, the detailed Contractor employee shall be billable starting from the 31<sup>st</sup> calendar day worked under the firm fixed hourly rate established under paragraph 5.2. Surge Support.</p> <p>Will the Government please confirm that Surge CLINs will be ordered on a Labor Hour basis, and revise the RFQ and associated attachments to reflect the required changes, as needed?</p>	<p>The Surge CLINs will not be ordered on a Labor Hour basis. The PWS has been revised to reflect firm fixed price billing.</p>
29	PWS 4.3	<p>The Contractor shall identify all proposed non-key personnel to include labor category, qualifications and security clearance level.</p> <p>Given that the RFQ anticipates the award of a BPA with no current associated call orders, will the Government consider removing this requirement at the BPA level, and instead include it at the call order level?</p>	<p>All non-key personnel will be identified at the Call Order Level as applicable. The PWS has been revised per question.</p>
30	PWS 6.9.1	<p>The Government states that a draft Transition In Plan (TIP) is due "with proposal submission." This does not appear to be stated in the other proposal submission instructions. Could the Government please clarify this requirement? If the TIP needs to be included, in which volume should it be included and how will it be evaluated?</p>	<p>A Transition In Plan (TIP) is due for each BPA Call order as applicable. The PWS has been revised per question.</p>

31	Attachment 3 Terms and Conditions, Section 2.0	<p>The RFQ states “Discounts shall be in terms of a flat percentage to be applied against the GSA Schedule price for the product or service.” The provisions of this paragraph appear to require that pricing shall be the most current GSA Schedule price less the proposed BPA percentage discounts. If this is the Government’s intent, we believe this approach of establishing a governing percentage discount relationship between the then current GSA Schedule Rates and the BPA rates creates significant risk for the contractor and could potentially affect the level of discount otherwise proposed by the contractor if the requirement were to propose simply discounted rates. The GSA Schedules have a price reduction clause that could be unintentionally tripped resulting at or below cost rates which would be compounded by a further percentage discount off the Schedule rate. In practice, any rate charged can never be higher than the current GSA Schedule rate. As a result prudent contractors would be reluctant to offer their best discounts given this risk. Additionally, the monitoring process and administration associated with adjusting BPA rates over the life of the vehicle is both burdensome and costly to the Government and contractor alike.</p> <p>In lieu of the current requirement that the successful contractor base their pricing on the then current GSA labor rates less the proposed BPA discounts over the life of the BPA, will the Government consider revising the language in BPA RFQ Attachment 3, Section 2.0, such that the Quoter may propose firm discounted BPA rates as its offer as an acceptable alternative?</p>	The Government is not revising Section 2.0 of Attachment 3 - Terms and Conditions.
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32	Attachment 3 Terms and Conditions, Section 2.5	<p>The RFQ states “The Contractor’s General Services Administration (GSA) Federal Supply Schedule 70 Information Technology contract clauses are incorporated into this BPA.”</p> <p>Will the Government please confirm this should read the Contractor’s GSA PSS Schedule?</p>	Confirmed. The Attachment has been revised per question.
33	Attachment 3 Terms and Conditions B. FAR CLAUSES INCORPORATED IN FULL TEXT	<p>X (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4))</p> <p>Will the Government please confirm that Quoters are not required to submit a Small Business Subcontracting Plan with their proposal?</p>	Not required. Attachment 3 revised per question.
34	Attachment 3 Terms and Conditions  C. HSAR CLAUSES INCORPORATED IN FULL TEXT D. PROVISIONS INCORPORATED BY REFERENCE	<p>These sections indicate there may be check boxes for Quoters to complete and submit with their proposals.</p> <p>Will the Government please confirm any required representations and certifications shall be provided in Volume I Quote Summary?</p>	Confirmed. The RFQ Letter has been revised per question.
35	Attachment 3 Terms and Conditions, section 2.6	<p>The RFQ states the period of performance is for one twelve (12) month base period and four (4) twelve (12) month option periods.</p> <p>For pricing purposes, what is the estimated BPA start date?</p>	The first BPA Call is estimated to be awarded in mid to late September of 2018.

36	Attachment 3 Terms and Conditions, section 2.0	<p>With the exception of labor hour rates, prices shall not escalate and are not subject to upward adjustment during the term of the BPA.</p> <p>Will the Government please clarify what other prices are referred to in this statement?</p>	The statement refers only to the labor hour rates.
37	RFQ Cover letter, page 1, 2 & 6 Attachment 3_Terms and Conditions, page 2 Attachment 2 - BPA Pricing Template Attachment 1_PWS, page 28	<p>The cover letter, submission instructions, evaluation methodology, and the BPA Terms and Conditions state the RFQ will result in a Firm-Fixed Price (FFP) single award BPA with FFP BPA Call Orders. In addition, Attachment 2 – BPA Pricing Template states the Surge CLINS are FFP. However, in Attachment 1 under Hours of Operation the Government states “Additional hours outside of the normal duty hours may be required to support unknown contingencies and the Contractor will be reimbursed by a separate Surge Contract Line Item Number (CLIN) for this support using firm fixed Labor Hour rates.”</p> <p>Will the Government please confirm Surge CLINs will be ordered on a Labor Hour basis, and revise the RFQ and associated attachments to reflect the required changes, as needed?</p>	The Surge CLINs will not be ordered on a Labor Hour basis. The PWS has been revised to remove reference to LH reimbursement.
38	Quote Submission Instructions, Evaluation Factors, and Methodology 1.3.6.Volume III: Corporate Experience Submission Instructions.	Please confirm that the one (1) recent and relevant contract with a value of \$80M or more is permitted to come from the Prime Quoter’s Major Subcontractors, provided that the Prime quoter meets the corporate experience requirements.	At least one (1) recent and relevant contract with a value of \$80M or more shall come from the Prime Quoter.



39	3.2. CTCEU Vetting Operations - TASKS 3.2.1.4. 3.2.1.5.	The government requests for analysts to analyze manual leads daily, and to process all manual leads backlogs. Does ICE desire to develop automation solutions for the prioritization and/or analysis of these leads?	No.
40	4.5 Security Clearance Requirements	Our company holds an active Secret facility clearance, but not Top Secret. Will ICE sponsor contractors for obtaining Top Secret facility clearance?	Yes, we can sponsor for a FCL for TS, however, it is a lengthy process.
41	1.3.6 Volume III: Corporate Experience Submission Instructions	As currently written, the RFP requires recent and relevant corporate experience of a single contract valued in excess of \$80 million. The Government anticipates award of a single award Firm Fixed Price (FFP) Blanket Purchase Agreement (BPA) but it is not clear whether a BPA of comparable size would be included in the definition of contract. Can the government confirm that a BPA award as a whole (and not merely individual orders) would not qualify as a contract under the definition?	A Blanket Purchase Agreement (BPA) or Indefinite Delivery Indefinite Quantity (IDIQ) contract would qualify as a contract under the definition cited in RFQ section 1.3.6 provided that at least \$80M in BPA Calls or Task Orders have been issued against the contract. The RFQ has been revised per question.

42	1.3.6 Volume III: Corporate Experience Submission Instructions	<p>If BPAs are not included in the definition of contract, this overly restricts competition and prevents vendors from competing who could demonstrate experience across a similar BPA structure this award. Would the government consider aligning the requirement to the evaluation criteria with the following substitution?</p> <p>“For the purposes of this Volume, contract shall be defined as:</p> <ul style="list-style-type: none"><li>a. <b>A single work directive or similar instrument (such as a BPA), which contains individual statements of work issued under a broader contract or agreement.</b></li><li>b. a Task Order (TO) or Delivery Order (DO) placed under a single-award or multiple-award contract (FAR 16.501-1); or,</li><li>c. a single work directive or similar instrument which contains a separate statement of work issued under a broader contract; or,</li><li>d. a single order placed under a basic ordering agreement (BOA) (FAR 16.703); or,</li><li>e. a single TO placed under a federal supply schedule (FSS) (FAR 8.405-2); or,</li><li>f. a single TO placed under a single-award or multiple-award blanket purchase agreement (BPA) (FAR 8.405-3 or FAR 13.303)</li><li>g. a single Government or Commercial contract which does not include any of the types of instruments described in (a)-(g) above. ”</li></ul>	See answer to question 41.
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43	1.3.6 Volume III: Corporate Experience Submission Instructions	<p>Section 1.3.6 details the Corporate Experience Submission Instructions with a requirement for vendors to submit three “recent and relevant demonstrated corporate experience contract examples leading and completing Government vetting and/or law enforcement intelligence and threat analysis efforts”. Additionally, this section requires, “Quoter has at least five (5) years of experience working on recent and relevant Government contracts and has worked on at least one (1) recent and relevant contract with a value of \$80M or more”. There are few, if any, Government tasks or contracts of similar size performing the defined type of work. This overly narrow corporate experience requirement severely limits competition. Would the government consider widening the competitive field with the following substitution: “At a minimum, the Quoter’s cited corporate experience shall demonstrate that the Prime Quoter has recent and relevant Government experience working on contracts within the last five (5) years and has worked on at least one (1) recent and relevant BPA with multiple task orders with a value of <b>\$10M</b> or more.”</p>	The Government maintains the \$80M Corporate Experience requirement.
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44	1.3.6 Volume III: Corporate Experience Submission Instructions	The government anticipates that this RFQ will result in a single award Blanket Purchase Agreement (BPA) to support the CTCEU and VLVI and is asking quoters to demonstrate corporate experience that includes “management and coordination of multiple teams and/or subcontractor relationships of a comparable size, scope and complexity to the VLVI requirement”, yet in Section 1.3.6 of the RFQ, quoters are restricted from citing BPAs in their Corporate Experience Submissions. Would the Government allow the citing of BPAs to demonstrate Corporate Experience since the anticipated result will be a BPA and since BPAs require complex management and coordination of multiple teams/subcontractors that is necessary to satisfy VLVI requirements?	See answer to question 41.
45	1.3.6 Volume III: Corporate Experience Submission Instructions	The corporate experience requirement for a recent and relevant (single) contract or Task Order with a value of \$80M or more could easily be interpreted as unfairly limiting competition as it will preclude most mid-sized and even some of the largest companies from qualifying. For reference, the Defense Intelligence Agency (DIA) Solutions for Intelligence Analysis 3 (SIA 3) contract which will provide intelligence analysis support to the entire DIA enterprise required that bidders (full and open/unrestricted) demonstrate a run rate of \$10m/year and allowed IDIQ/BPA roll-ups. Would the government consider modifying this requirement to include BPA/IDIQs roll-ups and lower the total contract value to \$10M to allow for greater participation from mid-sized companies and fair competition?	See answer to question 41.

46	1.3.3 Volumes and Organization	<p>Would the government confirm that the page restriction for Volume III Corporate Experience does not include the required copies of SOWs and PWSs for the work cited? Also, please provide the government's preference on how to submit these copies (i.e., as an appendix to Volume III or as separate files).</p>	<p>Copies of the SOW/PWS documents are NOT included in the page count. The documents may be included as an appendix. The RFQ Letter has been revised per question.</p>
47	Section 1.3.6	<p>"Section 1.3.6.1. Corporate Experience Documentation requires bidders provide "Copies of the Statements of Work or Performance Work Statements from each of the submitted contracts to establish the relevance of the contract to the scope of work activities." Due to the sensitive nature of the scope of work, many clients do not release detailed Statements of Work that would clearly illustrate tasks of "leading and completing Government vetting and/or law enforcement intelligence and threat analysis efforts". Would the government accept a detailed project description certified by the government Contracting Officer's Representative (COR) as acceptable Corporate Experience Documentation?          Or          Suggested substitute language: "k. Copies of the Statements of Work or Performance Work Statements from each of the submitted contracts to establish the relevance of the contract to the scope of work activities OR a detailed description of contracted services certified by the government Contracting Officer's Representative (COR)."</p>	<p>Alternative accepted. The RFQ letter has been revised per question.</p>

48	Section 1.3.7 Volume IV: Key Personnel Submission Instructions	This Section states that quoters shall provide one (1) resume and Letter of Commitment for each of the proposed Key Personnel listed under the PWS Section 4.0. In PWS Section 4.0, the Key Personnel are listed as the Program Manager, Project Manager, Deputy Project Manager, and Senior Task Lead which would equate to a total of four (4) resumes. In the BPA Pricing template, there are 7.5 Key Personnel listed for CTCEU and 4.5 Key Personnel listed for VSP for a total of 12 FTE. Would the government please confirm the number of Key Personnel resumes that are required for Volume IV?	There are twelve (12) Key Personnel Full Time Employees (FTEs) and the Government is expecting twelve (12) Key Personnel resumes.
49	4.5 Security Clearance Requirements	Section 4.5 of the PWS states that CTCEU Operations personnel are required to be able to obtain and maintain a Top Secret clearance and be SCI eligible. On the CTCEU Support Tab of the BPA pricing template, there are 73 Junior Analysts that must be TS eligible and 53.5 other positions that require Top Secret clearance. Can the government clarify the clearance requirements for CTCEU? More specifically, do CTCEU Key Personnel require Top Secret clearance per the Pricing Template or does the PWS language stating all personnel must be able to obtain a TS clearance apply?	All personnel must be able to obtain a Top Secret clearance and be SCI eligible. Junior analysts may be brought on to the project prior to obtaining a Top Secret clearance, but are expected to submit an SF-86 upon being hired.

50	Section 1.3.7 Volume IV: Key Personnel Submission Instructions	In Section 1.3.7 of the RFQ, bidders are requested to provide the "Availability Percentage" for each of the Key Personnel proposed. However, the BPA Pricing template has the Program Manager as 0.5 FTE for both CTCEU and VSP totaling 1.0 FTE (100%) and all the other Key Personnel as FTE's (100%). Is less than full-time support an option for Key Personnel? If so, please provide guidance on how to address in the pricing template as the FTE column is not editable.	Less than full-time support is not an option. The Government requires one (1) full time Program Manager to oversee both VSP and CTCEU operations.
51	1.2.2 Submissions	Would the government accept .pdf files in lieu of MS Word files for all volumes/documents except for the Pricing Template (MS Excel)?	Pdf and Excel 2010 format submissions are acceptable.
52	Request for Quote (RFQ) Number 70CMSD18Q00000016 Page 1	Will the government please provide an estimated start date for the contract for pricing purposes?	The first BPA Call is estimated to be awarded in mid to late September of 2018.
53	Request for Quote (RFQ) Number 70CMSD18Q00000016 1.3.6, Corporate Experience Page 3	Will the Government please clarify the page limits? Please confirm that Corporate Experience is limited to three (3) pages per corporate experience reference for a total of nine (9) pages.	The Corporate Experience page limitation is three (3) pages TOTAL.
54	Request for Quote (RFQ) Number 70CMSD18Q00000016 1.3.6.1.k, Corporate Experience Documentation: Page 5	Please confirm copies of the Statements of Work or Performance Work Statements for each submitted relevant contract are excluded from the Corporate Experience page limitations.	Copies of the SOW/PWS documents are NOT included in the page count. The RFQ Letter has been revised per question.

55	Request for Quote (RFQ) Number 70CMSD18Q00000016 1.3.6.1. item d states to provide: "Delivery or Performance Schedule.", Corporate Experience Documentation: Page 5	This information for one or more of the Corporate Experience References we intend to propose is classified. Will the government consider removing this requirement?  Alternatively, will the Government accept the Deliverable and Milestones table contained in the SOW/PWS as a satisfactory response?	The SOW can be submitted separately redacted as necessary or in the format as outlined in revised Section 1.3.6.1 k of the RFQ.  The Government will accept the Deliverable and Milestones table contained in the SOW/PWS as a satisfactory response.
56	Request for Quote (RFQ) Number 70CMSD18Q00000016 1.3.8 Volume V: Price Submission Instructions Page 6	Is the offer correct to assume the travel plugs are inclusive of all applicable indirect rates and fee?	The Travel estimates are inclusive of all reimbursable expenses in accordance with FAR Part 31.205-46, Travel Costs and Federal Travel Regulations.
57	Request for Quote (RFQ) Number 70CMSD18Q00000016 1.3.8 Volume V: Price Submission Instructions Page 6	Is the offeror supposed to insert the mapping of GSA PSS contract categories to RFQ labor categories in Attachment 2 as an additional tab? If not, in what format should it be provided?	Quoters have the ability to add a tab for GSA PSS labor category mapping should they choose to do so.
58	Request for Quote (RFQ) Number 70CMSD18Q00000016 1.3.7 Page 5 and PWS 4.0 Labor Category and Qualifications Page 16	RFP Section 1.3.7 states "Quoters shall provide one (1) resume and Letter of Commitment for each of the proposed Key Personnel listed under PWS Section 4.0..." Section 4.0 of the PWS lists four distinct Key Personnel titles whereas the pricing model (under Tab 3 - CTCEU Support - FFP and Tab 6 - VSP Support - FFP) lists 12 to 14 Key Personnel. Will the Government clarify that they're expecting one resume per distinct Key Personnel titles for a total of four (4) resumes?	There are twelve (12) Key Personnel Full Time Employees (FTEs) and the Government is expecting twelve (12) Key Personnel resumes.



59	Attachment 3 Page 1	Will the Government confirm whether quoters are to submit a signed copy of Attachment 3 with their quotes?	A signed copy of Attachment 3 is not required.
60	PWS 6.9.1 Transition-In, Page 27	The PWS states, "A draft TIP is due with proposal submission." We assume this is to be provided as a separate attachment outside the volume page counts. Is our assumption correct? If not, what is the expectation?	A Transition In Plan (TIP) is due for each BPA Call order as applicable. The PWS has been revised per question.
61	Quote Submission Instructions p.3	The requirements for Corporate Experience (Volume III IAW 1.3.6) limit the number of pages to three (3) pages. Is it the Government's intention that all Corporate Experience fall within the three page limit? Or is it three (3) pages for each corporate experience?	The Corporate Experience page limitation is three (3) pages TOTAL.
62	Quote Submission Instructions p.5 (1.3.6 (k))	The requirements call for "Copies of the Statements of Work or Performance Work Statements from each of the submitted contracts to establish the relevance of the contract to the scope of work activities." Would the Government consider removing this requirement from page count since a Statement of Work (SOW) or Performance Work Statement (PWS) would exceed the three (3) page limit for the section?	Copies of the SOW/PWS documents are NOT included in the page count. The RFQ Letter has been revised per question.

63	PWS Para 3.3.2.	<p>Are the “dedicated training team” personnel included in the FTE count identified in the BPA Pricing Template?</p> <p>Should we assume the dedicated training team referenced in PWS 3.3.2 are included in the FTE provided in the pricing template or is it the Government’s intent to provide a NTE plug number for this service?</p>	<p>Yes, the dedicated training team personnel is included in the FTE count identified in the BPA Pricing Template.</p> <p>Yes, the vendor should assume the dedicated training team referenced in the PWS are included in the FTE provided in the pricing template.</p>
64	RFQ Letter 1.2.2	Will the government accept submission of documents in Adobe PDF format?	Pdf submissions are acceptable.
65	RFQ Letter 1.3.3	Will the government consider allowing the offerer to use the three pages allowed for key personnel for resume and letter of commitment interchangeable? In other words, is the page count for resume 2 pages and the letter 1 page, or can the page limits be altered for each requirement, as long as the entire submission does not exceed 3 pages per person?	The page count for resumes is two (2) pages and the page count for letters of commitment is one (1) page. There shall be no alterations to the page counts.
66	RFQ Letter 1.3.6	Will the government confirm that it is 3 pages per corporate experience, thus 9 pages total for the page limit for volume III?	The Corporate Experience page limitation is three (3) pages TOTAL.
67	RFQ Letter 1.3.7 & PWS 6.4	For Location of Office Assigned, is the government referencing potential government locations or offeror locations (or both)?	Potential Government locations.
68	RFQ Letter 2.2	Will the government provide examples of when it may hold negotiations?	The RFQ Letter has been revised to cite that the Government reserves the right to hold discussions if necessary.

69	RFQ Letter 2.5.1	To receive an acceptable rating do all of the PWS areas have to be covered by the up to three (3) corporate experience submissions? Put another way, if not all the PWS areas are covered, is an acceptable rating still possible?	If a Corporate Experience example submission does not cover all of the taskings in the VLVI PWS, an acceptable rating is still possible. Please note that section 1.3.6.1 has been revised to remove reference to “of the up to three (3)”.
70	RFQ Letter 2.5.3	When the government references “Clarification” is that synonymous with negotiation as referenced in 2.2?	A Clarification is not synonymous with negotiations.
71	PWS 2.0 & Pricing Template	Does the Pricing Template reflect the government expected minimum level of effort, personnel, and skill classification to perform the contract services? Can offeror alter the LOE if it is deemed necessary?	The pricing template reflects the total estimated Level of Effort (LOE), personnel, and skill classification required for the life of the BPA. Quoters may not alter the LOE.
72	PWS 3.0	Does the government expect staff assigned to the project to be specialized in either VSP or CTCEU operations or be able to flow between the two as conditions or demands warrant?	The Government expects assigned staff to flow/float between VSP and CTCEU.
73	RFQ Letter 1.3.7 PWS 4.3 PWS 4.5	The PWS mentions the requirement of being read into certain programs. For Key and Non-Key personnel working for VSP, there is mention that there is a minimum of a Top Secret, but then go on to say we are required to obtain and maintain a TS/SCI as required. Can the government confirm this doesn't mean the minimum necessary clearance is TS/SCI for VSP?	VSP operations require that if contract personnel are to be assigned to VSP operations, they are to have Top Secret Clearance, at a minimum, at the time of assignment. Subsequent to assignment to VSP operations, personnel are required to obtain and maintain TS/SCI.
74	PWS 3.2.2.1.1	Government is requiring certain skill sets of NST Support personnel. Would the government entertain any substitution for the 4 year requirements and expertise? For instance educational attainment?	Contract employees must meet the requirements outlined in the PWS.

75	PWS 4.2.2	If government defines additional key personnel after contract award, are those key personnel held to the same standards within 4.2.3?	Yes.
76	PWS 4.2.4.3 6.9.1	If offeror is awarded contract and its key personnel and remaining staff must be cleared to be filled, does the government foresee and expedited process for clearing staff to begin work immediately?	Key Personnel may begin work on the contract under an interim clearance but are expected to submit an SF-86 upon the start of the project.
77	PWS 3.0	Will client provide access to specific commercially available open source databases, or expect the vendor to obtain access to the same or identify and propose alternatives?	ICE will provide access to all commercially available databases.
78	PWS 3.1.4.2.	Will the client provide vendors access to specific tools to anonymize the social media reviews and protect both the client and the vendor? Or will vendors be expected to develop and implement a solution on their own?	ICE will discuss the review of Social Media / Open Source information at a later date. ICE does not expect the vendor to develop and/or implement their own solution.
79	PWS 3.1.5.3. & 3.2.7.3	Can the client provide indications of how many surges can be anticipated that would require a 1-2 hour arrival after notification? Would an approved vendor facility for telework qualify as a location to report to?	ICE is unable to provide the anticipated number of surges requiring a 1-2 hour arrival timeframe after notification, as these surge scenarios would most likely be reactive in nature and based upon unforeseen national security events. If telework is approved, the ICE will provide additional information on the utilization of GFE at a later date and approved vendor locations.
80	PWS 3.2.5.1.	Will client provide GFE for unattributable computers, or specs on how to build, sanitize, and refresh contractor devices on a regular basis? If GFE, would vendors be permitted to use these for approved telework from vendor facilities?	ICE will provide all GFE for both VSP and CTCEU operations. ICE will discuss the review of Social Media / Open Source information at a later date, to include the ability to telework and the utilization of GFE.

81	PWS 3.2.5.3.	Does client anticipate reviews of non-English language resources? If so, can the client provide a list of the primary languages anticipated to be reviewed, and indicate is vendors will be required to have those language capabilities?	The review of Non-English language records is infrequent, but does occur occasionally. The vendor will not be required to provide personnel with those language capabilities.
82	PWS 3.3.1.2.	Will any of these LEO or IC groups be based outside of the USA?	It is not anticipated that the contractor will communicate with LEO or IC groups outside the United States, other than DHS personnel on assignment OCONUS.
83	PWS 4.1.8.	Can the client describe the current / standard shift staffing levels?	Currently VSP Analysts work a full 8 hours, beginning at various hours, but not currently outside the hours of (6am to 9am) for the start of the work day, ending 8 hours later. CTCEU operates between the hours of 0600-2200 on weekdays. The majority of CTCEU analyst work day shift with only two missions teams operating between 1400-2200.
84	PWS 4.2.2 & 4.5	Will reciprocity of clearances apply across all agencies, or will vendors be required to process clearances with multiple agencies.	We cannot speak for the other agencies. Reciprocity will apply for ICE (unless issues are found).
85	PWS 6.4 & PRO Section	<p>Can the client provide an indication of the areas being considered for future expansion outside of the NCR and any proposed timelines?</p> <p>For open source, unclassified work, will this be approved only for contractor/vendor facilities? If work is only to be done on GFE, will vendors need to have certain security measures in place at their facilities?</p>	<p>ICE has no current, active plans for expansion outside the NCR for VSP or CTCEU operations; however, due to the possibility of future expansion, the reference to locations outside the NCR was included.</p> <p>ICE will provide all equipment to be used for open source research. Open source research is only to be done on approved GFE at the places of performance as listed in Section 6.4 of the PWS.</p>

86	PWS 6.9.1 & 6.9.2	Will the client identify the current incumbent team’s open source resources in use? Will training also be included in the transition-in/out plan?	The government will not identify current resources used by the incumbent. Training will be provided during the transition period.
87	PWS 7.0	For background investigations, will client accept existing TS/SCI and TS clearances and associated materials already on file from other Agencies?	TS Only (unless issues are found). DHS does not accept Interim TS. SCI No. SCI is an agency specific and access must be processed through each agency for the individual to be cleared and “read in” to that agency. SCI will be cleared for TS until the SCI is processed and approved.
88	6.9.1 Transition-In – page 27	This section describes the transition requirements and states in the third paragraph that “a draft TIP is due with proposal submission.” However, the proposal instructions in Section 1.3.5 (Staffing Approach) do not specify that a draft transition plan is required. Can you please clarify whether a draft transition plan is required as part of the proposal?	A Transition In Plan (TIP) is due for each BPA Call order as applicable and is not due at the BPA Level. The PWS has been revised per question.
89	BPA Terms and Conditions – Section 2.5	This section makes reference to “the Contractor’s GSA Federal Supply Schedule 70 Information Technology” contract clauses. This appears to be incorrect. Can you please confirm?	Confirmed. The Attachment has been revised per question
90	BPA Terms and Conditions – Section 2.5.B	This section specifies clauses incorporated by reference. These clauses include 52.219-9 Small Business Subcontracting Plan. Since this award is a BPA off of a GSA Federal Supply Schedule, which already includes a SB Subcontracting Plan, can you please clarify whether a separate plan is required to be included with the proposal submission?	Not required. Attachment 3 revised per question.

91	PWS Section 3.3.2.1 – Operational Training	This section states that the Contractor “shall provide a dedicated training team that will be responsible for all initial system and database training to all personnel.” There is not a “trainer” position in the list of labor categories. Can you please clarify what labor category should be used for this function and further describe what is meant by “dedicated”?	The “trainer” position will consist of personnel from the “administrative (intelligence) analyst” labor category. The term “dedicated” is intended to mean a collateral duty position, and training duties will be conducted as necessary when the employee is not conducting his/her normal, daily operational functions.
92	PWS 6.9.1 – Transition-In	The first paragraph of this section states that “the Contractor shall commence all required task order operations following a thirty-day transition-in period start.” In the third paragraph, the PWS states that the “Transition-In Plan (TIP) shall begin at a date specified by the Contracting Officer.” Can you please clarify if the 30 day transition period begins at the date of award, or whether it starts at a later date determined by the Contracting Officer?	A Transition In Plan (TIP) is due for each BPA Call order as applicable and is not due at the BPA Level. The PWS has been revised per question. The thirty (30) day transition period will begin at date of a BPA Call order award if required.
93	Section 3.1.4 Social Media Research (Page 5) & Section 3.2.5 Social Media Research	Does HSI have any social media tools/software to conduct this research? If so what is the current technology/software being utilized?	Yes. Information on the ICE’s open source tools/resources will be after contract award.
94	Section 3.2.2 National Security Team (NST) Support	Will Contractor employees detailed in support of the National Security Team be located solely in the DC Metro Region? What are additional locations (CONUS and OCONUS) for these details?	CTCEU currently has NST members within the DC Metro Region as well as Warrenton, VA.



95	RFQ Letter, Section 1.3.6. Volume III: Corporate Experience Submission Instructions	It is common practice for Government agencies to place multiple labor hour task orders against the same statement of work under a single BPA or contract for administrative and funding reasons. Will the Government please confirm that all labor hour task orders issued against the same statement of work under a single BPA or contract are collectively considered a single contract for purposes of corporate experience evaluation?	See answer to question 41.
96	RFQ Letter, Section 1.3.6.1. Corporate Experience Documentation	Will the Government please confirm that the referenced relevance standards are contained in section 1.3.6?	Confirmed.
97	RFQ Letter, Section 1.3.7. Volume IV: Key Personnel Submission Instructions	Will the Government please confirm that 12 key personnel resumes are required with proposal submission?	Confirmed.
98	1.1 General Condition	The Blanket Purchase Agreement (BPA) nature of the award might imply the potential of specific task orders for both known and currently unspecified work (e.g., future BPA calls) during the operation of the program, while the Firm Fixed Price (FFP) nature of the award might imply a very specific scope of work that would need to be clearly known and bounded to quote a firm fixed price. What should offerors assume will be awarded as the baseline of the program? Does it include the surge CLINs as FFP?	Per the pricing template, the BPA has been structured to include a realistic estimate of support needs that have the potential to be wholly realized over the course of the contract.  The Surge CLINs are FFP.



99	1.1, General Conditions	The Blanket Purchase Agreement (BPA) Pricing Template has a prescribed number of hours by labor categories in the various work areas (CTCEU and VSP), to include additional surge hours in each. Are these prescribed hours for evaluation purposes only, or are they a specific estimate of the number of hours and related number of FTEs anticipated to perform the program?	Yes, the prescribed hours are a specific estimate of the number of hours and related number of FTEs anticipated to perform the program.
100	2.5.5, Evaluation Factor 4 Price	Section 2.5.5 states that, "Should an award be made from this solicitation, it will be issued as a Firm Fixed Price (FFP) single award BPA with FFP BPA Calls." Should offerors assume that the FFP amounts in our submitted BPA Pricing Template, for all CLINs, to include the surge CLINs, are fixed FFP amounts for invoicing purposes, or will the FFP amounts be established during the request for FFP BPA Calls during the program?	All rates are firm fixed price and will be established at the BPA level.
101	PWS 6.9.1, 5.4	<p>Paragraph 6.9.1 states, "A draft TIP is due with proposal submission. The final TIP is due five business days after contract award, the contractor shall develop a plan to transition services that shall include:" while PWS 5.4 says that the TIP is "due 5 business days after contract award."</p> <p>In addition, neither the RFQ instructions nor the RFQ evaluation sections address a transition-in plan (TIP) as a proposal requirement.</p> <p>Please confirm that the draft TIP is not to be submitted with the proposal and that it is a post-award deliverable due in accordance with PWS 5.4.</p>	A Transition In Plan (TIP) is due for each BPA Call order as applicable and is not due at the BPA Level. The PWS has been revised per question.
102	RFQ 1.3.6.1.g	This paragraph references 1.3.7. Please confirm the reference is 1.3.6.	Confirmed. Revised per question.

103	PWS 4.3	<p>PWS 4.3 states, “The Contractor shall identify all proposed non-key personnel to include labor category, qualifications and security clearance level. All proposed non-key personnel shall be presented to the COR and ICE Office of Professional Responsibility, PSU for ICE suitability and must begin the clearance process no later than seven (7) calendar days after contract award.”</p> <p>Please confirm that the identification of all proposed non-key personnel is not to be submitted with the proposal and must be presented post award.</p>	<p>All non-key personnel will be identified at the BPA Call Order Level. The PWS has been revised per question.</p>
104	RFQ 1.3.6.1.k	<p>1.3.6.1.k. requires “Copies of the Statements of Work or Performance Work Statements from each of the submitted contracts to establish the relevance of the contract to the scope of work activities.”</p> <p>Please confirm that the PWSs or SOWs are outside of the 3-page limit for Volume III.</p>	<p>Copies of the SOW/PWS documents are NOT included in the page count. The RFQ Letter has been revised per question.</p>

105	RFQ 1.3.6.1.k	<p>1.3.6.1.k. requires “Copies of the Statements of Work or Performance Work Statements from each of the submitted contracts to establish the relevance of the contract to the scope of work activities.”</p> <p>Will the Government consider increasing the Volume III page limit of three pages to six pages so that contractors may elaborate on the relevance of each of our contract examples to the VLVI scope of work activities?</p>	<p>The Government is not increasing the page limit for the Corporate Experience volume.</p>
106	RFQ 1.3.6.1.k	<p>1.3.6.1.k. requires “Copies of the Statements of Work or Performance Work Statements from each of the submitted contracts to establish the relevance of the contract to the scope of work activities.”</p> <p>Our Government customers will not permit the release of the SOWs/PWSs for our corporate experience examples that are most relevant to VLVI due to the sensitive nature of the missions. They will however permit us to describe the work performed. Will the DHS Customer consider deleting the requirement for submittal of SOW/PWS documents?</p> <p>If so, will the Government consider increasing the Volume III page limit of three pages to six pages so that contractors may elaborate on the relevance of each of our contract examples to the VLVI scope of work activities?</p>	<p>The SOW/PWS can be submitted separately redacted as necessary or in the format as outlined in revised Section 1.3.6.1 (k) of the RFQ. The Government is not removing the submission requirement. The Government is not increasing the page limit for the Corporate Experience volume.</p>

107	RFQ 1.3.6.1.k	<p>1.3.6.1.k. requires “Copies of the Statements of Work or Performance Work Statements from each of the submitted contracts to establish the relevance of the contract to the scope of work activities.”</p> <p>If the offeror has relevant corporate experience example but it includes a classified statement of work, is there a way that this example can still be used?</p>	<p>The SOW/PWS can be submitted separately redacted as necessary or in the format as outlined in revised Section 1.3.6.1 (k) of the RFQ.</p>
108	PWS 4.4.7	<p>Would the government consider a Bachelor’s or Masters in an intelligence discipline with practical experience during the academic program as meeting the one year experience requirement for the Junior Analyst?</p>	<p>Contract employees must meet the requirements outlined in the PWS.</p>
109	RFQ 1.3.6. Volume III – Corporate Experience Submission Instructions	<p>Will the government allow a CTA for this solicitation?</p>	<p>Contractor Teaming Agreements are acceptable.</p>
110	RFQ 1.3.6. Volume III – Corporate Experience Submission Instructions	<p>Will the government find past performance references acceptable where the services provided are in scope, but not performed specifically for law enforcement intelligence?</p>	<p>The Government is not requiring past performance references.</p>
111	PWS – 4.1.2	<p>Does the government require that the alternate or alternates Program Manager point of contact be considered Key Personnel and require a resume for the alternate?</p>	<p>Yes. The alternate Program Manager is required to be Key Personnel.</p>

**BLANKET PURCHASE AGREEMENT (BPA)**

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