



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

Date: February 28, 2020
Subject: Request for Proposal (RFP) 70CMSW20R00000002

Dear Prospective Offerors:

The Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), Office of Professional Responsibility (OPR), has a requirement for Internet Based Threat Risk Mitigation and Monitoring Services. This is a combined synopsis/solicitation for commercial services, prepared in accordance with the format in the Federal Acquisition Regulation (FAR) Subpart 12.6 and solicits proposals from vendors in the open market. This combined synopsis/solicitation will result in a Firm-Fixed Price Contract, with an anticipated period of performance of a twelve (12) month base period with four (4) twelve (12) month option periods.

The offeror's proposal must be submitted in two (2) volumes: Volume I – Technical; Volume II – Pricing. Each volume shall be separate and complete so that an evaluation of each may be accomplished independently and simultaneously.

Please provide a complete proposal based on the attached Statement of Objectives (SOO) (Attachment B) in accordance with the Combined Synopsis/Solicitation.

To ensure that your proposal is in compliance with ICE's requirements, please read the entire RFP and attachments.

To be considered timely, an electronic copy proposal must be received at the specified e-mail addresses. **All questions concerning this combined synopsis/solicitation shall be submitted in writing via e-mail, no later than Tuesday, March 3, 2020 at 12:00 p.m. Eastern Standard Time (EST) to Yasmin.Atkins@ice.dhs.gov, and the Contracting Officer, Ryan Macdonald, at Ryan.Macdonald@ice.dhs.gov. All final proposal submissions are due on Friday, March 6, 2020 at 8:00 a.m. Eastern Standard Time (EST) to Yasmin.Atkins@ice.dhs.gov, and the Contracting Officer, Ryan Macdonald, at Ryan.Macdonald@ice.dhs.gov.**

Sincerely,

Ryan Macdonald
Contracting Officer
ICE/OAQ/MSW

RFP Attachments:
SF-1449 (fill-in/sign)

1. Attachment A – Submission Instructions & Evaluation Criteria
2. Attachment B – Statement of Objectives
3. Attachment C – Provisions & Clauses

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 1921200PRHQ160016		PAGE OF 1 70				
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 70CMSW20R00000002		6. SOLICITATION ISSUE DATE 02/28/2020			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME YASMIN ATKINS			b. TELEPHONE NUMBER (No collect calls) 202-732-2619		8. OFFER DUE DATE/LOCAL TIME 03/06/2020 0800 ES			
9. ISSUED BY ICE/Mission Support-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800 Washington DC 20536				CODE ICE/MS-DC				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541990 SIZE STANDARD: \$16.5		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING				
15. DELIVER TO ICE Ofc of Professnl Responsibility Immigration and Customs Enforcement 500 12th Street SW Washington DC 20024				CODE ICE/AS/OPR						
17a. CONTRACTOR/ OFFEROR				16. ADMINISTERED BY ICE/Mission Support-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800 Attn: Yasmin Atkins Washington DC 20536				CODE ICE/MS-DC		
17a. CONTRACTOR/ OFFEROR				18a. PAYMENT WILL BE MADE BY				CODE		
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
	RFP FOR INTERNET BASED THREAT RISK MITIGATION AND MONITORING SERVICES for OPR. Please submit proposals in accordance with the attachments to be considered for award. RFP ATTACHMENTS: 1. Attachment A - Submission Instructions & Evaluation Criteria 2. Attachment B - Statement of Objectives 3. Attachment C - Provisions & Clauses <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>									
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)						
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED			
				RYAN MACDONALD						

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Period of Performance: 02/28/2020 to 03/06/2020 BASE YEAR ORDERING PERIOD - TIER 1 Threat Mitigation & Monitoring services for Top Level personnel in accordance with Statement of Objectives attached. Delivery: 03/20/2021 Period of Performance: 03/21/2020 to 03/20/2021	12	MO		
0002	BASE YEAR ORDERING PERIOD - TIER 2 Threat Mitigation & Monitoring services for Middle Level Personnel in accordance with Statement of Objectives attached. Delivery: 03/20/2021 Period of Performance: 03/21/2020 to 03/20/2021	12	MO		
0003	BASE YEAR ORDERING PERIOD - TIER 3 Threat Mitigation & Monitoring services for Lower Level Personnel in accordance with Statement of Objectives attached. Continued ...	12	MO		

32a. QUANTITY IN COLUMN 21 HAS BEEN

 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)		
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	Delivery: 03/20/2021 Period of Performance: 03/21/2020 to 03/20/2021 OPTION YEAR 1 ORDERING PERIOD - TIER 1 Threat Mitigation & Monitoring services for Top Level personnel in accordance with Statement of Objectives attached. (Option Line Item) 01/21/2021	12	MO		
1002	Delivery: 03/20/2022 Period of Performance: 03/21/2021 to 03/20/2022 OPTION YEAR 1 ORDERING PERIOD - TIER 2 Threat Mitigation & Monitoring services for Middle Level Personnel in accordance with Statement of Objectives attached. (Option Line Item) 01/21/2021	12	MO		
1003	Delivery: 03/20/2022 Period of Performance: 03/21/2021 to 03/20/2022 OPTION YEAR 1 ORDERING PERIOD - TIER 3 Threat Mitigation & Monitoring services for Lower Level Personnel in accordance with Statement of Objectives attached. (Option Line Item) 01/21/2021	12	MO		
2001	Delivery: 03/20/2022 Period of Performance: 03/21/2021 to 03/20/2022 OPTION YEAR 2 ORDERING PERIOD - TIER 1 Threat Mitigation & Monitoring services for Top Level personnel in accordance with Statement of Objectives attached. (Option Line Item) 01/21/2022 Delivery: 03/20/2023 Continued ...	12	MO		

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002	Period of Performance: 03/21/2022 to 03/20/2023 OPTION YEAR 2 ORDERING PERIOD - TIER 2 Threat Mitigation & Monitoring services for Middle Level Personnel in accordance with Statement of Objectives attached. (Option Line Item) 01/21/2022 Delivery: 03/20/2023 Period of Performance: 03/21/2022 to 03/20/2023	12	MO		
2003	Period of Performance: 03/21/2022 to 03/20/2023 OPTION YEAR 2 ORDERING PERIOD - TIER 3 Threat Mitigation & Monitoring services for Lower Level Personnel in accordance with Statement of Objectives attached. (Option Line Item) 01/21/2022 Delivery: 03/20/2023 Period of Performance: 03/21/2022 to 03/20/2023	12	MO		
3001	Period of Performance: 03/21/2022 to 03/20/2023 OPTION YEAR 3 ORDERING PERIOD - TIER 1 Threat Mitigation & Monitoring services for Top Level personnel in accordance with Statement of Objectives attached. (Option Line Item) 01/21/2023 Delivery: 03/20/2024 Period of Performance: 03/21/2023 to 03/20/2024	12	MO		
3002	Period of Performance: 03/21/2022 to 03/20/2023 OPTION YEAR 3 ORDERING PERIOD - TIER 2 Threat Mitigation & Monitoring services for Middle Level Personnel in accordance with Statement of Objectives attached. (Option Line Item) 01/21/2023 Delivery: 03/20/2024 Continued ...	12	MO		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3003	Period of Performance: 03/21/2023 to 03/20/2024 OPTION YEAR 3 ORDERING PERIOD - TIER 3 Threat Mitigation & Monitoring services for Lower Level Personnel in accordance with Statement of Objectives attached. (Option Line Item) 01/21/2023 Delivery: 03/20/2024 Period of Performance: 03/21/2023 to 03/20/2024	12	MO		
4001	OPTION YEAR 4 ORDERING PERIOD - TIER 1 Threat Mitigation & Monitoring services for Top Level personnel in accordance with Statement of Objectives attached. (Option Line Item) 01/21/2024 Delivery: 03/20/2025 Period of Performance: 03/21/2024 to 03/20/2025	12	MO		
4002	OPTION YEAR 4 ORDERING PERIOD - TIER 2 Threat Mitigation & Monitoring services for Middle Level Personnel in accordance with Statement of Objectives attached. (Option Line Item) 01/21/2024 Delivery: 03/20/2025 Period of Performance: 03/21/2024 to 03/20/2025	12	MO		
4003	OPTION YEAR 4 ORDERING PERIOD - TIER 3 Threat Mitigation & Monitoring services for Lower Level Personnel in accordance with Statement of Objectives attached. (Option Line Item) 01/21/2024 Delivery: 03/20/2025 Continued ...	12	MO		

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 03/21/2024 to 03/20/2025				

1.0 SUBMISSION INSTRUCTIONS

The Government intends to award a Firm-Fixed Price contract.

All personnel proposed must be U.S. citizens and will be required to have a DHS ICE background investigation completed before performing any work on this contract. The technical proposal must not contain any reference to price. Resource information such as data concerning labor hours and categories, materials, subcontracts, etc. must be provided so that the proposal and understanding of the requirements may be evaluated.

Each offeror is requested to e-mail a proposal, separated into two volumes (Volume I - Technical and Volume II - Price) to the following:

Contract Specialist: Yasmin Atkins, Yasmin.Atkins@ice.dhs.gov

Contracting Officer: Ryan Macdonald, Ryan.Macdonald@ice.dhs.gov

To be considered timely, an electronic copy proposal must be received at the specified e-mail addresses no later than **Friday, March 6, 2019, by 8:00 AM, Eastern Standard Time (EST)**.

In your submission, please provide the following information in your cover letter:

- a) Name of Vendor
- b) Tax Identification Number (TIN)
- c) Dun & Bradstreet Number (DUNS)
- d) Contact Name
- e) Contact Email address
- f) Contact telephone and fax number
- g) Complete business mailing address
- h) A list of all subcontractors

1.1 ORGANIZATION/PAGE LIMITS

Each Offeror shall prepare the proposals as set forth in the Proposal Organization Table (Table 1 below). The titles and contents of the sections shall be as defined in this table, all of which shall be within the required page limits as specified in Table 1. The contents of each section are described in the Instructions paragraph as noted in the table below.

Table 1 – Proposal Organization

Volume	Instructions Paragraph #	Title	Page Limit
I	2.0/3.1	Technical Approach and Sample Report	10 pages (excluding Sample Report)
I	2.0/3.2	Staffing Plan	5 pages
I	2.0/3.3	Past Performance	5 pages
II	2.1/3.3	Price Proposal	None

1.2 PAGE LIMITATIONS

The page limitation for each volume is listed above. Page limitations shall be treated as maximums and do not include the cover page. If exceeded, the excess pages will be removed and will not be considered in the evaluation of the quote. When both sides of the sheet display printed material, it shall be counted as two (2) pages.

1.3 PAGE SIZE AND FORMAT

(a) Page size shall be 8.5 x 11 inches. The font size shall be no less than 12 point, readable by MS Word. Use at least 1-inch margins on the top and bottom and 3/4-inch side margins. Pages shall be numbered sequentially by section.

(b) Black and white submission of quote ONLY, will be accepted, unless otherwise stated in the solicitation.

(c) Electronic Submission shall ensure that all emails submitted are less than 5MB. If the proposal exceeds 5MB, separate the submission into multiple emails and include in the subject line the solicitation number and number of (# of #) emails. Any electronic submission determined to contain a virus will be deleted and not viewed or accepted for consideration under this solicitation. Late submissions are treated in accordance with FAR 52.212-1.

1.4 PRICING INFORMATION

All pricing information shall be addressed ONLY in the Price Proposal Section (Volume II).

1.5 CLASSIFIED INFORMATION

This is an unclassified procurement.

2.0 VOLUME I - TECHNICAL PROPOSAL SECTION

Volume I should be specific and complete. Legibility, clarity and coherence are very important. The Government is seeking proposals that go beyond a mere repetition of the requirements by offering innovative and effective management strategies and solutions that will ultimately result in the highest quality services which are clearly visible to the stakeholders. Your responses will be evaluated against the Technical Factors defined in Section 3.0 Evaluation Criteria.

Assumptions: Vendors shall indicate, in this section only, if any technical or staffing related assumptions have been made, conditions have been stipulated or exceptions have been taken with the Statement of Objectives (SOO) as written. These assumptions, conditions and exceptions shall be written in red and listed on the first three pages of the Technical Volume. If technical assumptions are not noted in the Technical Volume, it will be assumed that the proposal reflects no technical assumptions for award and agrees to comply with all the terms and conditions set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the proposal. Accordingly, any technical related assumptions listed in any other section shall be null and void.

The following paragraphs describe the information that offerors shall provide in their technical proposal.

- a) Offerors shall ensure that the content of the Technical Proposal addresses each specification stated in the SOO and the combined synopsis/solicitation and otherwise complies with the requirements of the combined synopsis/solicitation.
- b) The Offeror's technical submission should demonstrate the firm's capability and capacity to perform the requirements outlined in the solicitation. Offerors shall provide a technical proposal that sufficiently addresses their qualifications and abilities in the following three (3) non-price factors:

Factor 1: Technical Approach

Factor 2: Staffing

Factor 3: Past Performance

- c) Offeror shall provide a description of their technical approach, detailed and complete, that clearly and fully demonstrates an understanding of the tasks and requirements specified in the SOO. Phrases such as “standard procedures will be employed” and “well known techniques will be used” are not considered to be adequate descriptions. The techniques and procedures you plan to follow, in conjunction with the task areas to be performed, must be described in as much detail as the Offeror determines sufficient to fully explain the proposed technical approach or method.
- d) The narrative shall include the quality, comprehensiveness, and feasibility of the methods and plans proposed to accomplish the tasks specified in the SOO, and the application of the Offerors’ understanding in accomplishing these tasks.
- e) The Offeror shall provide a sample daily report of identified threats as described in Section 6.1 of the SOO.
- f) The Staffing Plan shall include a description of duties for all proposed personnel to cover the work to be performed as identified in the SOO. The Staffing Plan must include the proposed labor mix that will be the most efficient and effective to fulfill the requirements of the SOO.
- g) Offeror shall identify up to three (3) relevant contracts that it has recently performed (within three (3) years from the closing date of the solicitation) or is currently performing, that are similar in size, scope, and complexity according to this SOO. The Offeror shall provide the following information with respect to each of these contracts:
 - Contractor/Customer name & address, telephone number, and e-mail address;
 - Contract number, contract type and size (contract dollar value);
 - Point of Contact (POC) information (i.e. name, telephone number and e-mail address of the Contracting Officer and Contracting Officer’s Representative or the Program Manager);
 - Place and Period of Performance;
 - Brief description of contract work, scope, and complexity.

2.1 Volume II – Price

The price proposal shall include:

- a) Offerors shall submit prices for the base and option periods of performance. Prices must be final and must not contain contingencies or conditions.
- b) Offerors shall fill in and sign the SF1449 and any amendments.

3.0 EVALUATION CRITERIA

The Government will evaluate proposals, to include option periods, against specific evaluation criteria and award to the Offeror whose quote represents the best value (as defined in FAR 2.101) and results in the lowest overall cost alternative to meet the Government's needs. The evaluation criteria consist of the following factors: (1) Technical Approach (2) Staffing, (3) Past Performance, and (4) Price. Factors 1 and 2 are equal and are more important than factor 3. All non-price evaluation factors, when combined, are significantly more important than price.

3.1 FACTOR 1 - TECHNICAL APPROACH

The technical approach (**to include Sample Report**) will be evaluated to determine the extent to which the Offeror's approach reflects a demonstrated understanding of the requirements, and offers sound, practical, and feasible methods of accomplishing all relevant tasks. Acceptable methods for ensuring the quality of all deliverables will also be evaluated. The Government will evaluate:

- a) The extent to which the Offeror demonstrates an in-depth understanding of the requirements and the information technology tools, methodology and deliverables specified in the SOO as well as provides sound, practical, and feasible approaches to accomplishing the requirements using the established delivery architecture. Additionally, the government will evaluate the offeror will ensure the quality of all deliverables identified in the SOO, specifically:
 - i. How the offerors intend to conduct Tier 1 vulnerability assessments.
 - ii. How the offerors intend to conduct Tier 2 vulnerability assessments.
 - iii. How the offerors intend to conduct Tier 3 vulnerability assessments.
 - iv. How the offerors intend to conduct In Depth Monthly Assessment.
 - v. Continuous monitoring and alerting on imminent threats (via electronic notification 24/7).
 - vi. Ad-Hoc Reporting Requirements.
 - vii. Sample Threat analysis sample vulnerability report.
- b) The extent to which the Offeror understands the analytical and proactive threat monitoring requirements as described in the SOO:

- c) The extent to which the Offeror understands how to leverage the use of proprietary data, open sources and feasible methods of accomplishing tasks as required in SOO;
- d) The extent to which the Offeror understands and proposes to support the proactive monitoring and analysis methodology.

3.2 FACTOR 2 –STAFFING

The Offeror's staffing plan must demonstrate a clear understanding of the level of effort and the best staffing mix to achieve intended outcomes and results, including hiring practices and retention strategies. In the event the Offeror proposes subcontractors, the Offeror must demonstrate its ability to manage and staff subcontractors. The Offeror must include an organizational chart and proposed approach to adequately manage the project, lines of authority and communication and problem resolution methodologies.

The staffing plan will be evaluated on the extent to which the Offeror demonstrates how the proposed level-of-effort and labor mix can successfully perform the task requirements and how it is aligned with the described technical approach.

3.3 FACTOR 3 – Past Performance

Offerors will be evaluated on the quality and evidence of the extent to which the Offeror's approach, as demonstrated in prior efforts, will achieve the scope as required in the SOO. The Offeror's proposal will be evaluated on its past performance in the providing threat analysis and mitigation services as described in this SOO. The Government will evaluate the extent to which services were provided, whether the program included custom or out-of-the-box solutions, the integration complexities of the program, and the technologies and methodologies used to deliver the threat analysis and mitigation services.

If an offeror has no record of relevant past performance experience, the Offeror will be evaluated neither favorably nor unfavorably and will receive an Unknown Confidence (Neutral) rating.

3.4 FACTOR 4 – PRICE

The Government will evaluate the total of each Offeror's proposed prices to determine if the prices are fair and reasonable for the work to be performed. The Government will evaluate to assess the accuracy, completeness and reasonableness of the quotation. The Government expects to receive price competition through the submission of price proposals from multiple vendors. The price evaluation will be based upon combining the base period with all the option periods.

The price proposal shall include the following:

The sum of the CLIN breakdown shall equal the CLIN price.

As part of the price evaluation, the Government will evaluate the 'Option to Extend Services' under FAR Clause 52.217-8 by adding one-half of the vendor's final option period price to the Vendor's total price. Please note that the vendor's total price should only include the base period and all option periods. Vendors shall not submit a price for the potential six-month

extension of services period.

4.0 BASIS FOR AWARD

This is a best-value procurement using trade-offs. The Government will make an award to the responsible Offeror that represents the best value to the Government, price and other criteria considered. Factors 1 and 2 are equal and are more important than factor 3. When combined, the non-price factors are significantly more important than price.

Award may also be made based on initial proposals without discussions. Offerors are therefore cautioned that each initial proposal should contain the vendor’s most competitive terms. The right to conduct communications, if necessary, is reserved. No alternate proposals will be accepted. No proposal cost shall be reimbursed.

Table 1 – RATINGS DEFINITIONS: Factors 1 & 2

Rating	Symbol	Definition
Excellent	E	The Offeror 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.
Good	G	The Offeror meets all minimum requirements and demonstrates a comprehensive understanding of the goals and objectives of the acquisition. One or more strengths exist, and the strength(s) outweigh any weaknesses present. Risk of unsuccessful performance is low.
Acceptable	A	The Offeror meets all minimum requirements and demonstrates an acceptable understanding of the goals and objectives of the acquisition. Proposal/quotation offers no additional benefits beyond the stated requirements and no significant weaknesses exist. Risk of unsuccessful performance is moderate.
Marginal	M	The Offeror 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	U	The Offeror fails to demonstrate an understanding of the goals and objectives of the acquisition and fails to meet all minimum requirements. The proposal/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 Offeror is not eligible for award.

Table 2 – RATINGS DEFINITIONS: Factor 3

Rating	Symbol	Definition
Substantial Confidence (Outstanding)	O	Based on the Offeror’s recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence (Satisfactory)	S	Based on the Offeror’s recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence (Marginal)	M	Based on the recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence (Unsatisfactory)	U	Based on the Offeror’s recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	N	No recent/relevant performance record is available, or the Offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

DEPARTMENT OF HOMELAND SECURITY (DHS)
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)
ICE DIRECTOR'S OFFICE

INTERNET BASED THREAT RISK MITIGATION AND MONITORING SERVICES

STATEMENT OF OBJECTIVES

February 28, 2020

1. Background:

ICE's mission is to promote homeland security and public safety through the criminal and civil enforcement of approximately 400 federal laws governing border control, customs, trade and immigration.

Over the last two years, ICE has experienced an increased level of external threat activity directed towards its Senior leaders, personnel and facilities. Much of this threat activity originates from social media and online postings and has since expanded to physical attacks on ICE facilities and the homes of ICE employees. In order to prevent adversaries from successfully targeting ICE Senior leaders, personnel and facilities, ICE requires real-time threat mitigation and monitoring services, vulnerability assessments, and proactive threat monitoring services.

2. Point of Contact

The Contractor shall provide a point of contact responsible for coordinating work performance. The point of contact shall have full authority to act on behalf of the Contractor on all matters relating to the daily operation of this contract. The Government point of contact will be the Contracting Officer's Representative (COR) as later determined and delegated.

3. Description of Services/Introduction:

The Contractor shall provide all necessary personnel, supervision, management, equipment, materials and services, except for those provided by the Government, in support of ICE's desire to protect ICE Senior Leaders, personnel and facilities, who face threats or harm, via internet-based threat mitigation and monitoring services. These efforts include conducting vulnerability assessments and proactive threat monitoring.

Minimum services include full data aggregation to provide proactive threat monitoring and vulnerability assessments stipulated in the following Tasks Objectives in Section 5. The Contractor will utilize the following Tier Level categories to identify the minimum deliverable and reporting requirements as stipulated in Section 6.

<u>Tier Level</u>	<u>Tier Level Coverage</u>	<u>Tier Level Description</u>
Tier 1	ICE Senior Leaders (<i>Minimum 12 Targets</i>)	Tier 1 provides detailed and tailored executive open-source Vulnerability Assessments and Proactive Threat Monitoring for ICE Senior Leaders, and, as requested by ICE OPR, their immediate family members.
Tier 2	General ICE Population and Facilities (<i>Minimum 100 Targets</i>)	Tier 2 provides detailed open-source Vulnerability Assessments and Proactive Threat Monitoring for threats towards ICE employees and facilities in general. Tier 2 will also provide for the assessment and monitoring of threats and/or disruptions to general ICE operations.
Tier 3	Specific ICE Employees, Operations and Facilities as requested by ICE OPR (<i>Minimum 15 Targets</i>)	Tier 3 provides detailed open-source Vulnerability Assessments and Proactive Threat Monitoring for threats against designated ICE employees, their immediate family members and facilities on an AD-HOC basis. Tier 3 will also provide for the assessment and monitoring of threats and/or disruptions to specific ICE operations as requested.

4. Service Provider – Non-Personal Services

DHS retains the authority to make all decisions regarding the DHS mission, and the execution or interpretation of laws of the United States. Contractor Services defined are not considered to be inherently Governmental in nature, as defined by Federal Acquisition Regulation (FAR) Subpart 7.5. This is a Non-Personal services contract as defined by FAR Subpart 37.101. Contractor personnel rendering services under this order are not subject to supervision or control by Government personnel. The Contractor will be responsible for the supervision of the Contractor employees at all duty locations. The Contractor is expected to work independently to accomplish the requirements of this order. The Contractor must generate reports and other deliverables as specified in the Statement of Objectives as outlined in Sections 3, 5 and 6. The government will neither supervise contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances will the government assign tasks or prepare work schedules for individual contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception of personal services. If the Contractor believes that any actions constitute or are perceived to constitute personal services, the Contractor must notify the Contracting Officer (CO) immediately.

5. Task Objectives:

5.1. Vulnerability Assessments

- Evaluate and conduct Tier 1 vulnerability assessments using proprietary and publicly available electronic information associated or regarding designated ICE Senior Leaders to identify threats, the exploitation of Protection Plans, and other risk factors. This assessment will be provided within five (5) business days from the award the contract.
- Evaluate and conduct Tier 2 vulnerability assessments using proprietary and publicly available electronic information associated or regarding threats to the general ICE population and facilities, as well as threats and/or disruptions to ICE operations. This assessment will be provided within five (5) business days of a request from ICE OPR.
- Evaluate and conduct Tier 3 vulnerability assessments using proprietary and publicly available electronic information associated or regarding designated ICE personnel, facilities and operations. These assessments will be provided on an ADHOC basis as requested by ICE OPR.
- Assessments and/or searches shall involve real-time aggregating open source information using unique identifiers for related association, enhanced data analytics, and analytic reporting on sentiment and other related factors.
- Assessments will include queries to determine what personally identifiable information is publicly available about those in categories Tier 1, 2 and 3 (Phone numbers, addresses, relatives, etc.).
- Conduct analytics by utilizing social and behavioral sciences to multiple data sets to locate dangerous individuals posing a possible threat to categories Tier 1, 2 and 3.
- Conduct real-time Deep Web and Dark Web searches to identify possible threats against categories Tier 1, 2 and 3.
- Conduct open source searches using key-terms and geolocation properties relative or associated with categories Tier 1, 2 and 3.
- Immediately notify ICE OPR via electronic means of imminent threats.
- Supply ADHOC vulnerability assessments of personnel, locations and facilities as requested by ICE OPR.

5.2. Proactive Threat Monitoring & Report Requirements

- Provide a secure and proactive threat monitoring program that contains automatic alerts.
- Provide monitoring and analysis of behavioral and social media sentiment (i.e. positive, neutral, and negative) based on a time of day, a week, a month-long period.
- Upon system outages, capability to immediately complete searches to recover any lost or potentially lost threat information.
- Provide ADHOC searches and reporting when notified by ICE OPR.
- Provide secondary and/or follow-on real-time strategic monitoring of previous adverse findings.
- Capability to save search criteria post obtaining adverse results, ADHOC queries, or for future queries.

- Ensure searches and/or inquires on information and alerting procedures never reveal ICE's affiliation.
- Contractor will analyze individual(s) and/or organization(s) making threats. Analysis should include: 1). Previous social media activity which would indicate any additional threats to ICE; 2). Information which would indicate the individual(s) and/or the organization(s) making threats have a proclivity for violence; and 3). Information indicating a potential for carrying out a threat (such as postings depicting weapons, acts of violence, references to acts of violence , to include empathy or affiliation with a group which has violent tendencies; references to violent acts; affections with violent acts; eluding to violent acts, etc.).
- Monitor and analyze all social media activities (including foreign/dark web/deep web social media networks) in REAL-TIME.
- Conduct correlation of users' social media accounts.
- Provides psychological profiles.
- Geo-locate individuals beyond standard geo-tagging. The government defines geo-locating as the ability to provide a specific location of the subject/threat actor.
- Identify any person or group who has previously identified as having made a threat and individual(s) whose language that would potentially lead to violence directed towards ICE, Facilities, and employees has reached a level of concern.
- Identify whether a user has deleted messages and provide content from deleted accounts and/or deleted messages.
- Capability to identify threats by location.
- Provide detailed daily, weekly, monthly and end of year/contract reporting, and ADHOC reporting on results with mitigating recommendations in Adobe PDF or Microsoft Office format.
- Provide ADHOC reports as requested by ICE OPR with the capability to adjust date ranges and identify threats by those made against ICE Senior Leaders, ICE employees, and facilities, as well as threat type.
- All daily, weekly, monthly and end of year/contract reports will be provided even when there is no reportable activity.
- All reports will include threat information in narrative form, including analytical summaries of identified threats and assessments.
- All reports will contain statistical data in narrative form and will be depicted in graphs (bar charts, pie charts, etc.).
- Statistical data provided in the reports should include information such as: 1). Total number of negative references to ICE found in social media during monitoring; 2). Total number of threats against Senior Leaders; 3). Total number of threats against ICE employees; 4). Total number of threats against ICE facilities/operations; 5). Trend analysis, such as the increase/decrease of threats for each of these categories during the requested period; and 6). Total number of threats by type.
- Reports will identify ICE Senior Leaders, ICE employees or and facilities that have been repeatedly targeted.
- Reports will provide all relevant information for threats identified by the contractor. This information shall include: 1). Screen renderings of threatening social media posts; 2). The real and social media identity of the threat originator; 2). Time, date and online platform

through which the threat was made; and 3). Location and/or the identity of the ICE Senior Leader, ICE employee or facility identified in the threat.

- Facial Recognition capabilities that could take a photograph of a subject and search the internet to find all relevant information associated with the subject that will help identify any individual making a threat and help cross reference the individual across multiple platforms.
- At the request of OPR, the contractor needs to be able to adjust for the addition and removal of each Tier category from the monitoring list.
- Link analysis indicating individual may be associated with other potential threats/threat actors (narrative, charts & graphs).
- If threatening information is identified and in a foreign language, the contractor will provide the threat as it appears and provide a translation of the threat in English.
- Monitoring capabilities need to include the ability to proactively search for any threatening information and/or information which would suggest a potential disruption in ICE operations by location.
- Ability to determine which websites were accessed by users prior to making a threat.

5.3. Data Sources (Required, but not limited to)

- Open Source Information Portals
- Available Proprietary Sources
- Deep Web Content
- Dark Web Content
- IRC/Chat
- Message Boards
- Public Records (Court records, police reports, DMV records, news reports, etc.)
- Online Broadcasting Websites
- Public Email Groups and Discussion Forums
- Social Media Sites
- USEnet Data
- Web Blogs
- World Wide Web

5.4. Open Social Media Sources (Required, but not limited to)

- Twitter
- Facebook
- Foursquare
- Instagram
- Snapchat
- LinkedIn
- Pinterest
- Applicable Foreign Social Media Sites
- WordPress
- StumbleUpon
- Tagged
- YouTube
- Tumblr
- Vine camera
- Bitly
- Flickr

6. Deliverables:

Acceptance by the Government of satisfactory products/services will be made once all the terms and conditions of the contract are fulfilled including the following delivery requirements:

Deliverable	Task	Frequency	Receivers
Tier 1 - Report on findings	All	Daily (NLT 11:00 AM EST)	Gov't POC
Tier 2 - Report on findings	All	Daily (NLT 11:00 AM EST)	Gov't POC
Tier 3 - Report on findings	All	Daily (NLT 11:00 AM EST)	Gov't POC
Vulnerability Assessment as Described in Section 5	Intimal	Within 5 business days after award.	Gov't POC
In-depth Monthly Vulnerability Assessment	All	Monthly (by the 1st calendar day of each month)	Gov't POC
Continuous monitoring and alerting on imminent threats (via email notification) 24/7). Alerts should include screen rendering of threat and any other information available at the time. Further analysis will be provided in the next daily report.	All	Immediately	Gov't POC
ADHOC Report	All	As needed	Gov't POC
Courtesy Invoice	All	Monthly (NLT the 15 th calendar day of each Month)	COR

6.1 Report Submission

The Contractor shall provide a daily report of identified threats. The Contractor shall curate all findings into two sections:

1. **Threat Intelligence:** This section shall include a daily risk assessment based on the day's threat activity; a summary of post volume and change from previous period to provide contextual intelligence; a summary of key insights and identified threats, including the user platform, and language of the threat.
2. **Social Media Overview:** This section shall include a daily risk assessment based on the day's threat activity; a summary of post volume and change from previous period to provide contextual intelligence; a summary of key insights and identified threats, including the user platform, and language of the threat.

Each report shall include screenshots of threatening posts and a summary of active hyperlinks to the source material. Each finding reports shall be delivered to ICE daily by 11:00 AM EST.

6.2 Monthly Vulnerability Assessment

The Contractor shall provide a monthly Vulnerability Assessment on all key identified ICE Personnel to mitigate threats to high-risk personnel. The Monthly Vulnerability Assessment shall provide a comprehensive understanding of an executive's online exposure on social media, open source public record aggregators, and other open sources so ICE personnel can limit such exposure and remove vulnerable information adversaries could use to target ICE personnel.

The contractor can collect, analyze, and report on the full collection of openly available information on an identified individual and his immediate family, including spouse and children, in the Monthly Vulnerability Assessment.

All Monthly Vulnerability Assessments shall include:

1. An executive summary of key findings and identified threats.
2. An overview of the executive's social media presence collected of all social media platforms and open sources. The overview details the social media presence of the executive and includes the publicly available information used to connect the executive to his or her immediate family, including spouse and children, on social media and/or in open sources. Screenshots and hyperlinks (where available) of all relevant findings shall be included.
3. A summary of the open source presence of the executive's immediate family, including spouse and children. This summary details the analysis of open source public records for identifying information such as relatives, address, and phone number; social media; and open sources for key identifying and/or contextual details on a person's pattern of life.
4. An overview of any relevant open source a Deep Web and Dark Web exposure identified during research which adversaries could use to target ICE personnel or their families.
5. A comprehensive listing of all identified open source exposures. This listing shall include, but not limited to; type (public records, social media, or open source), an indication of whether the site is active as of the assessment; the URL; details of the available information; details of any links to the executive under review and/or their immediate family; and details of any addresses or phone numbers listed on the source.

6.3 Ad Hoc Reporting

The Contractor shall develop and provide ICE Ad Hoc reports with actionable intelligence on identified threats within 24 hours periods. Once a threat is identified, the Contractor shall review a user's available open source and social media activity to aid location of the associated individual.

The Ad Hoc reports shall be generated based on ICE guidance and request.

1. The Contractor shall provide public records details on the individual, as available. These details include, but are not limited to: Full legal name, date of birth, any aliases, Social Security Number (SSN), probable address(es), any relevant recent address(es), phone numbers, e-mail, work affiliations, vehicle registration information, and any criminal legal history, The

Contractor shall also provide a summary of the methodology used to determine the subjects identity.

2. The Contractor shall provide all available identifying information to aid ICE in identification when complete information is unavailable. These details can include, but are not limited to: photograph, partial legal name, partial date of birth, possible city, possible work affiliations, possible school or university affiliation, and any identified possible family members or associates.

7. Government Furnished Information and Support

ICE will provide a list of entity(ies) that require Threat Mitigation and Monitoring Service.

8. Service Provider Furnished Items

8.1. The Contractor shall furnish all other facilities, equipment, and services required in the performance of this contract.

8.2. The Contractor is responsible for taking the actions necessary to protect supplies, material, and equipment and personal property of employees from loss, damage, or theft.

9. Approval Authority

Overall coordination, final approval and authority for this project are the responsibility of the ICE Office of Professional Responsibility. The Contracting Officer will be the administrative point of contact at ICE Office of Acquisition Management – Mission support (MS) for all official correspondence and information concerning this contract. Final acceptability or unacceptability of all deliverables and tasks performed by the Contractor is the responsibility of the OAQ-MS Contracting Officer.

A Contracting Officer’s Representative COR will be identified for this effort. The COR will recommend acceptance of the deliverable products, but only after concurrence from Government on-site Subject Matter Experts (SMEs) that deliverables are complete and correct.

10. Period of Performance

Performance Period	Performance Period Dates
Base Period	03/21/2020 – 03/20/2021
Option Period 1	03/21/2021 – 03/20/2022
Option Period 2	03/21/2022 – 03/20/2023
Option Period 3	03/21/2023 – 03/20/2024
Option Period 4	03/24/2024 – 03/20/2025

11. Type of Performance

The contract type will be a Firm Fixed Price Contract.

12. Place of Performance

The Contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The Contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract. Performance will not be at a government location.

13. Business Relations

The Contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The Contractor shall manage the timeliness, completeness, and quality of problem identification. The Contractor shall provide corrective action plans, proposal submittals and timely identification of issues. The Contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

13.1. Quality Control: The Contractor will establish and maintain a complete Quality Control Plan (QCP). This plan will include expected services delivered, contractor procedures for review of delivered services, and other items that may have impact on the performance of this contract. The Contractor will submit their QCP within 15 business days of contract award. When changes are made to the QCP a revised plan will be submitted to the Government.

14. Constraints and Risks

14.1. Obtaining Information from Unrestricted Sources. When conducting social media searches, the Contractor may obtain information from publicly-accessible online sources and facilities under the same conditions they may obtain information from other sources generally open to the public. This principle applies to publicly-accessible sources located in foreign jurisdictions as well as those in the United States.

14.2. Accessing Restricted Sources. When conducting social media searches, the Contractor may not access restricted online sources or facilities.

14.3. Obtaining Identifying Information about Users or Networks. The Contractor may not use software tools, even those generally available as standard operating system software, to circumvent restrictions placed on system users.

14.4. Public Interaction. The Contractor may access publicly-available information only by reviewing posted information and may not interact with the individuals who posted the information.

14.5. Appropriating Online Identity. "Appropriating online identity" occurs when an entity electronically communicates with others by deliberately assuming the known online identity

(such as the username) of a real person, without obtaining that person's consent. The Contractor may not use this technique to access information about individuals.

- 14.6. International Issues. Unless gathering information from online facilities configured for public access, Contractor personnel conducting the required service or deliverables should use reasonable efforts to ascertain whether any pertinent computer system, data, witness, or subject is located in a foreign jurisdiction. Whenever an item or person is located abroad, contractor personnel shall follow ICE's policies and procedures in providing the required service or deliverables.
- 14.7. PII Safeguards. The contractor will protect personally identifiable information (PII) as required by the Privacy Act and DHS privacy policy.
- 14.8. Complete ATO and Ongoing security scans and remediation for High Risk Sensitive contracts in accordance with HSAR Deviation 15-01.

15. Contract Management

The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The Contractor must maintain continuity between the support operations at OPR and the Contractor's corporate offices.

16. Contract Administration

The Contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The Contractor shall respond to government requests for contractual actions in a timely fashion. The Contractor shall have a single point of contact between the government and Contractor personnel assigned to support contracts or task orders. The Contractor shall assign work effort and maintaining proper and accurate time keeping records of personnel assigned to work on the requirement.

16.1. Monthly Invoices: The Contractor shall provide monthly invoices to the ICE Invoice Consolidation Office, CO, and COR for services completed within that calendar month. Invoices will separate and note costs per CLIN (Tier Level) for the billed Period of Performance (POP). POP dates for each monthly invoice shall begin with the first and end on the last date of that month.

16.1.1. Invoices shall be submitted no later than the 15th calendar day of the following month. Should the 15th calendar day of the month fall on a Federal holiday or weekend, the invoice shall be delivered to the COR the following business day.

16.1.2. When using Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, the inclusive dates of delivery of services must only be for the period for which the incurred costs are being claimed.

16.1.3. These invoice requirements are in addition to, not in place of, any invoice submission instructions provided by the CO at the time of award.

17. Acronym List

CO	Contracting Officer
COR	Contracting Officer's Representative
DHS	Department of Homeland Security
HRI	High Risk Indicators
ICE	Immigration and Customs Enforcement
OPR	Office of Professional Responsibility
PSU	Personnel Security Unit
SME	Subject Matter Expert
SOO	Statement of Objectives
SOW	Statement of Work
POP	Period of Performance

18. Federal Law Enforcement Sensitive

The data provided or processed within the ICE Office of Professional Responsibility shall be considered federal law enforcement sensitive, and, therefore, cannot be used to solicit or benefit other work by the Contractor. All records received, created, used, and maintained by the Contractor for this effort shall be protected as sensitive data, in accordance with government laws, to include the Federal Acquisition Regulation (FAR), Part 24, Protection of Privacy and Freedom of Information, and shall be returned and provided to the government upon contract completion. All reports created by the vendor shall be labeled "Law Enforcement Sensitive" at the top and bottom of each page in red.

All data created for government use and delivered to or falling under the legal control of the government are federal records and shall be managed in accordance with records management legislation as codified at 44 U.S.C. Chapters 21, 29, 31, and 33, the Freedom of Information Act (5 U.S.C. 552), and the Privacy Act (5 U.S.C. 552a), and shall be scheduled for disposition in accordance with 36 CFR 1228.

All contractor employees for this effort will also be required to sign a nondisclosure statement, Acknowledgement and Agreement Handling Sensitive Government Data and Other Government Property and are subject to the security requirements of the SOW/SOO. This form will be signed prior to beginning work for this effort.

19. Security Requirements

19.1 GENERAL

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in Contract _____ requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

19.2 PRELIMINARY FITNESS DETERMINATION

ICE will exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for contractor employees, based upon the results of a Fitness screening process. ICE may, as it deems appropriate, authorize and make a favorable expedited preliminary Fitness determination based on preliminary security checks. The preliminary Fitness determination will allow the contractor employee to commence work temporarily prior to the completion of a Full Field Background Investigation. The granting of a favorable preliminary Fitness shall not be considered as assurance that a favorable final Fitness determination will follow as a result thereof. The granting of preliminary Fitness or final Fitness shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary Fitness determination or final Fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable preliminary Fitness determination or final Fitness determination by OPR-PSU. Contract employees are processed under DHS Instruction 121-01-007-001 (Personnel Security, Suitability and Fitness Program), or successor thereto; those having direct contact with Detainees will also have 6 CFR § 115.117 considerations made as part of the Fitness screening process. (Sexual Abuse and Assault Prevention Standards) implemented pursuant to Public Law 108-79 (Prison Rape Elimination Act (PREA) of 2003)

19.3 BACKGROUND INVESTIGATIONS

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information and/or ICE Detainees, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Contractor employees nominated by a Contracting Officer Representative for consideration to support this contract shall submit the following security vetting documentation to OPR-PSU, through the Contracting Officer Representative (COR), within 10 days of notification by OPR-PSU of nomination by the COR and initiation of an Electronic Questionnaire for Investigation Processing (e-QIP) in the Office of Personnel Management (OPM) automated on-line system.

- Standard Form 85P (Standard Form 85PS (With supplement to 85P required for armed positions)), “Questionnaire for Public Trust Positions” Form completed on-line and archived by the contractor employee in their OPM e-QIP account.
- Signature Release Forms (Three total) generated by OPM e-QIP upon completion of Questionnaire (e-signature recommended/acceptable – instructions provided to applicant by OPR-PSU). Completed on-line and archived by the contractor employee in their OPM e-QIP account.
- Two (2) SF 87 (Rev. December 2017) Fingerprint Cards. **(Two Original Cards sent via COR to OPR-PSU)**
- Foreign National Relatives or Associates Statement. (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
- DHS 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act” (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
- Optional Form 306 Declaration for Federal Employment (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
- If occupying PREA designated position: Questionnaire regarding conduct defined under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards) (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
- One additional document may be applicable if contractor employee was born abroad. If applicable, additional form and instructions will be provided to contractor employee. (If applicable, the document will be sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)

Contractor employees who have an adequate, current investigation by another Federal Agency may not be required to submit complete security packages; the investigation may be accepted under reciprocity. The questionnaire related to 6 CFR § 115.117 listed above in item 7 will be required for positions designated under PREA.

An adequate and current investigation is one where the investigation is not more than five years old, meets the contract risk level requirement, and applicant has not had a break in service of more than two

years. (Executive Order 13488 amended under Executive Order 13764/DHS Instruction 121-01-007-01) Required information for submission of security packet will be provided by OPR-PSU at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU as notified by the COR.

To ensure adequate background investigative coverage, contractor employees must currently reside in the United States or its Territories. Additionally, contractor employees are required to have resided within the United States or its Territories for three or more years out of the last five (ICE retains the right to deem a contractor employee ineligible due to insufficient background coverage). This timeline is assessed based on the signature date of the standard form questionnaire submitted for the applied position. Contractor employees falling under the following situations may be exempt from the residency requirement: 1) work or worked for the U.S. Government in foreign countries in federal civilian or military capacities; 2) were or are dependents accompanying a federal civilian or a military employee serving in foreign countries so long as they were or are authorized by the U.S. Government to accompany their federal civilian or military sponsor in the foreign location; 3) worked as a contractor employee, volunteer, consultant or intern on behalf of the federal government overseas, where stateside coverage can be obtained to complete the background investigation; 4) studied abroad at a U.S. affiliated college or university; or 5) have a current and adequate background investigation (commensurate with the position risk/sensitivity levels) completed for a federal or contractor employee position, barring any break in federal employment or federal sponsorship.

Only U.S. Citizens and Legal Permanent Residents are eligible for employment on contracts requiring access to DHS sensitive information unless an exception is granted as outlined under DHS Instruction 121-01-007-001. Per DHS Sensitive Systems Policy Directive 4300A, only U.S. citizens are eligible for positions requiring access to DHS Information Technology (IT) systems or positions that are involved in the development, operation, management, or maintenance of DHS IT systems, unless an exception is granted as outlined under DHS Instruction 121-01-007-001.

19.4 TRANSFERS FROM OTHER DHS CONTRACTS:

Contractor employees may be eligible for transfer from other DHS Component contracts provided they have an adequate and current investigation meeting the new assignment requirement. If the contractor employee does not meet the new assignment requirement a DHS 11000-25 with ICE supplemental page will be submitted to OPR-PSU to initiate a new investigation.

Transfers will be accomplished by submitting a DHS 11000-25 with ICE supplemental page indicating "Contract Change." The questionnaire related to 6 CFR § 115.117 listed above in item 7 will be required for positions designated under PREA.

19.5 CONTINUED ELIGIBILITY

ICE reserves the right and prerogative to deny and/or restrict facility and information access of any contractor employee whose actions conflict with Fitness standards contained in DHS Instruction 121-01-007-01, Chapter 3, paragraph 6.B or who violate standards of conduct under 6 CFR § 115.117. The Contracting Officer or their representative can determine if a risk of compromising sensitive Government information exists or if the efficiency of service is at risk and may direct immediate

removal of a contractor employee from contract support. The OPR-PSU will conduct periodic reinvestigations every 5 years, or when derogatory information is received, to evaluate continued Fitness of contractor employees.

19.6 REQUIRED REPORTS

The Contractor will notify OPR-PSU, via the COR, of all terminations/resignations of contractor employees under the contract within five days of occurrence. The Contractor will return any expired ICE issued identification cards and building passes of terminated/ resigned employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor will report any adverse information coming to their attention concerning contractor employees under the contract to the OPR-PSU, via the COR, as soon as possible. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the contractor employees' name and social security number, along with the adverse information being reported.

The Contractor will provide, through the COR a Quarterly Report containing the names of contractor employees who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation). The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

CORs will submit reports to psu-industrial-security@ice.dhs.gov

Contractors, who are involved with management and/or use of information/data deemed "sensitive" to include "law enforcement sensitive" are required to complete the DHS Form 11000-6-Sensitive but Unclassified Information NDA for contractor access to sensitive information. The NDA will be administered by the COR to the all contract personnel within 10 calendar days of the entry on duty date. The completed form shall remain on file with the COR for purpose of administration and inspection.

Sensitive information as defined under the Computer Security Act of 1987, Public Law 100-235 is information not otherwise categorized by statute or regulation that if disclosed could have an adverse impact on the welfare or privacy of individuals or on the welfare or conduct of Federal programs or other programs or operations essential to the national interest. Examples of sensitive information include personal data such as Social Security numbers; trade secrets; system vulnerability information; pre-solicitation procurement documents, such as statements of work; and information pertaining to law enforcement investigative methods; similarly, detailed reports related to computer security deficiencies in internal controls are also sensitive information because of the potential damage that could be caused by the misuse of this information. All sensitive information must be protected from loss, misuse, modification, and unauthorized access in accordance with DHS Management Directive 11042.1, *DHS*

Policy for Sensitive Information and ICE Policy 4003, Safeguarding Law Enforcement Sensitive Information.”

Any unauthorized disclosure of information should be reported to ICE.ADSEC@ICE.dhs.gov.

19.7 SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

19.8 INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS MD 4300.1, *Information Technology Systems Security*, or its replacement. Contractor employees must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractor employees who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

19.9 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

In accordance with Chief Information Office requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require an ICE issued/provisioned Personal Identity Verification (PIV) card. Additionally, Information Assurance Awareness Training (IAAT) will be required upon initial access and annually thereafter. IAAT training will be provided by the appropriate component agency of DHS.

Contractor employees, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices, systems rules of behavior, to include Unauthorized Disclosure Training, available on PALMS or by contacting ICE.ADSEC@ICE.dhs.gov. Department contractor employees, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is

intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. System Administrators should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

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SOLICITATION PROVISIONS AND CLAUSES

Federal Acquisition Regulation (FAR)

The below table contains provisions and clauses that are incorporated by reference.

Clause	Title	Date
	FAR CLAUSES	
52.204-13	System for Award Management Maintenance.	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance.	JUL 2016
52.212-4	Contract Terms and Conditions – Commercial Items.	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	DEC 2013
	FAR PROVISIONS	
52.204-7	System for Award Management.	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting.	JUL 2016
52.209-7	Information Regarding Responsibility Matters.	OCT 2018
52.217-5	Evaluation of Options.	JUL 1990

52.209-7 – INFORMATION REGARDING RESPONSIBILITY MATTERS (Oct 2018)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

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52.212-3 – OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (DEC 2019)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

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- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

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(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. “Sensitive technology”—

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

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(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

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(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

1) (b) (1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications- Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

_____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern*. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

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(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it is, is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small

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business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

2) (d) Representations required to implement provisions of Executive Order 11246-
(1) Previous contracts and compliance. The offeror represents that—

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 <http://uscode.house.gov/> U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief

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that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

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3) (g) (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

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Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Canadian End Products:

Line Item No.

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[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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Line Item No. **Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. **Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

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(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

4) (ii) *Examples.*

5) (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is

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not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

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(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

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(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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(3) *Taxpayer Identification Number (TIN).*

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

6) (n) Prohibition on Contracting with Inverted Domestic Corporations.

7) (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

(i) It is, is not an inverted domestic corporation; and

(ii) It is, is not a subsidiary of an inverted domestic corporation.

8) (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

9) (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

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(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has

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considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark “Unknown”).

Predecessor legal name: .

(Do not use a “doing business as” name).

(s)[Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

10) (2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

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11) (i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

12) (u) (1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) of Public Law 115-232.

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(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2020)

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

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

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

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

X (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).

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X (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 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (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).

X (8) 52.209-6, Protecting the Government's 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 (Oct 2018) (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) (i) 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 Set-Aside (Nov 2011) (15 U.S.C.644).

__ (ii) Alternate I (Nov 2011).

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- (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.

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

- (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (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.
 - (v) Alternate IV (Aug 2018) 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)).
- (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 (Oct 2019) (15 U.S.C. 657f).
- (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)).

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

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X (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).

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

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

___ (ii) Alternate I (Feb 1999) of 52.222-26.

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

___ (ii) Alternate I (July 2014) of 52.222-35.

X (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).

___ (ii) Alternate I (July 2014) of 52.222-36.

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 (Jan 2019) (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).

___ (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).

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

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (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. 13693).

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

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

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

___ (47) (i) 52.225-3, Buy American-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 (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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__ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 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. 2302 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 (Oct 2018) (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).

__ (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)(13)).

__ (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.

__ (iii) Alternate II (Feb 2006) of 52.247-64.

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

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[Contracting Officer check as appropriate.]

- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- ___ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (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) (Aug 2018) (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).

(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

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

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$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.

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

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

(viii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).

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

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- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).
- (xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)
- (xii) 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.
- (xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiv) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
- (xv) 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).
- (xvi) 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).
- (xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xxi) 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).
- (xxii) 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.

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(xxiii) 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)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-fixed Price Contract.

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(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 within sixty (60) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) 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 66 months.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause-

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“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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

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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):

<https://www.acquisition.gov/browse/index/far>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/browse/index/far>

(End of clause)

Homeland Security Acquisition Regulations (HSAR)

HSAR 3052.203-70 INSTRUCTIONS FOR CONTRACTOR DISCLOSURE OF VIOLATIONS (SEP 2012)

When making a written disclosure under the clause at FAR 52.203-13, paragraph (b)(3), the Contractor shall use the Contractor Disclosure Form at <http://www.oig.dhs.gov> and submit the disclosure electronically to the Department of Homeland Security Office of Inspector General. The Contractor shall provide a copy of the disclosure to the Contracting Officer by email or facsimile on the same business day as the submission to the Office of Inspector General. The Contractor shall provide the Contracting Officer a concurrent copy of any supporting materials submitted to the Office of Inspector General.

(End of clause)

HSAR 3052.205-70 ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES ALTERNATE (SEP 2012)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

(End of clause)

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

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(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.

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(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

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___ 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.06-01-2006 HSAR 52-11

(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.*

X 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

X 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.

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- ___ 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.
- X** 3052.242-72 Contracting Officer's Technical Representative.
- ___ 3052.247-70 F.o.B. Origin Information.

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___Alternate I

___Alternate II

___3052.247-71 F.o.B. Origin Only.

___3052.247-72 F.o.B. Destination Only.

(End of clause)

**HSAR 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE
(DEC 2003)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the

contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)