

| | | | | | | | | | |
|--|--|--|--|--|--|--------------------------|--|--------------------------------|--|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | | PAGE OF PAGES 1 117 | | | |
| 2. CONTRACT NUMBER | | 3. SOLICITATION NUMBER HSCETC-14-R-00002 | | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | | 5. DATE ISSUED | | 6. REQUISITION/PURCHASE NUMBER | |
| 7. ISSUED BY | | CODE ICE/TC/IT SERVICES | | 8. ADDRESS OFFER TO (If other than Item 7) | | | | | |
| ICE/Info Tech Svs/IT Services | | Immigration and Customs Enforcement | | Office of Acquisition Management | | | | | |
| 801 I Street NW, Suite 930 | | Washington DC 20536 | | | | | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | | | | | |

| | | | | | | | | | |
|--|--|----------------------------|--|--|--|--|--|--|--|
| SOLICITATION | | | | | | | | | |
| 9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date) | | | | | | | | | |
| CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME Bethany Stutler | | B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 732-2435 | | | | C. E-MAIL ADDRESS Bethany.stutler@ice.dhs.gov | |

| 11. TABLE OF CONTENTS | | | | | | | | | |
|-------------------------------------|------|---------------------------------------|---------|--|------|--|---------|--|--|
| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) | | |
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | | | |
| <input checked="" type="checkbox"/> | A | SOLICITATION/CONTRACT FORM | 1 | <input checked="" type="checkbox"/> | I | CONTRACT CLAUSES | 43 | | |
| <input checked="" type="checkbox"/> | B | SUPPLIES OR SERVICES AND PRICES/COSTS | 10 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | | | |
| <input checked="" type="checkbox"/> | C | DESCRIPTION/SPECS./WORK STATEMENT | 11 | <input checked="" type="checkbox"/> | J | LIST OF ATTACHMENTS | 65 | | |
| <input checked="" type="checkbox"/> | D | PACKAGING AND MARKING | 12 | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | | | |
| <input checked="" type="checkbox"/> | E | INSPECTION AND ACCEPTANCE | 13 | <input checked="" type="checkbox"/> | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | 66 | | |
| <input checked="" type="checkbox"/> | F | DELIVERIES OR PERFORMANCE | 14 | <input checked="" type="checkbox"/> | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | 82 | | |
| <input checked="" type="checkbox"/> | G | CONTRACT ADMINISTRATION DATA | 16 | <input checked="" type="checkbox"/> | M | EVALUATION FACTORS FOR AWARD | 108 | | |
| <input checked="" type="checkbox"/> | H | SPECIAL CONTRACT REQUIREMENTS | 20 | | | | | | |

| | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|
| OFFER (Must be fully completed by offeror) | | | | | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | | | | |

| | | | | | | | | | |
|---|--|--|--|----------------------|--|--|--|-------------------|--|
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8) | | 10 CALENDAR DAYS (%) | | 20 CALENDAR DAYS (%) | | 30 CALENDAR DAYS (%) | | CALENDAR DAYS (%) | |
| 14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | AMENDMENT NO. | | DATE | | AMENDMENT NO. | | DATE | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | |
| 15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. | | 15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | | | | 17. SIGNATURE | | 18. OFFER DATE | |

| | | | | | | | | | |
|---|--|------------|--|--|--|--|--|----------------|--|
| AWARD (To be completed by government) | | | | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | | | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) () | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | | | ITEM | |
| 24. ADMINISTERED BY (If other than Item 7) | | CODE | | 25. PAYMENT WILL BE MADE BY | | | | CODE | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) William Fuller | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | | | 28. AWARD DATE | |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | FOB: Destination | | | | |
| 0001 | Proof of Concept (FFP) (FFP shall not exceed \$500K) Base Period (2 months from date of contract award) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | | | | |
| 0004 | Travel Base Period (2 months from date of contract award) Not-to-Exceed (NTE) Amount: \$2,500.00 (Option Line Item) | | | | |
| 1001 | Labor for Transition-In (Two Months) and IOC FFP SLIN 1001A: Phase 1-Requirements Confirmation and Baseline Installation (10% of CLIN 1001 FFP) SLIN 1001B: Phase 2-Baseline Gap Analysis (10% of CLIN 1001 FFP) SLIN 1001C: Phase 3-Code Freeze for IOC (30% of CLIN 1001 FFP) SLIN 1001D: Phase 4-IOC Integration and Testing (50% of CLIN 1001 FFP) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | 1 | EA | | |
| 1002 | ICM Software License (Annual License) FFP Option Period 1 (10 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | | | | |
| 1003 | Other Direct Costs (ODCs) NTE Amount (Cost-Reimbursable) Option Period 1 (10 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | | | | |
| 1004 | Travel Option Period 1 (10 months) NTE Amount: \$5,000.00 (Option Line Item) Continued ... | | | | |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 1007 | Hosting (if offeror is proposing other than DHS Data Center) Monthly FFP Option Period 1 (10 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | 10 | MO | | |
| 2002 | ICM Software License (Annual License) FFP Option Period 2 (12 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | | | | |
| 2003 | Other Direct Costs (ODCs) NTE Amount (Cost-Reimbursable) Option Period 2 (12 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | | | | |
| 2004 | Travel Option Period 2 (12 months) NTE Amount: \$5,000.00 (Option Line Item) | | | | |
| 2005 | O&M (to include Tier 2 and Tier 3 Service Desk Support) Monthly FFP Option Period 2 (12 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | 12 | MO | | |
| 2006 | Optional System Enhancements for FOC Option Period 2 (12 months) Labor-Hour (LH)/NTE Amount NTE Number of Hours for each labor category as follows: Applications Developer (Associate)* NTE 4,800 Hours Applications Developer (Intermediate)* NTE 7,680 Hours Continued ... | | | | |

| | | | |
|---------------------------|--|------|-----|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCETC-14-R-00002 | PAGE | OF |
| | | 4 | 117 |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | Principal Software Development Manager* NTE 1,920 Hours Configuration Management Specialist* NTE 960 Hours Database Specialist (Intermediate)* NTE 1,920 Hours Principal Systems Architect* NTE 1,920 Hours Information Assurance (Associate)* NTE 960 Hours Project Manager* NTE 1,920 Hours Requirements Analyst (Intermediate)* NTE 1,920 Hours Principal Systems Engineer* NTE 1,920 Hours Technical Writer/Technical Editor* NTE 960 Hours Test Engineer (Associate)* NTE 3,840 Hours Test Engineer (Intermediate)* NTE 1,920 Hours *Offerors shall propose labor rates for each labor category listed above. (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | | | | |
| 2007 | Hosting (if offeror is proposing other than DHS Data Center) Monthly FFP Option Period 2 (12 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | 12 | MO | | |
| 3002 | ICM Software License (Annual License) FFP Option Period 3 (12 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | | | | |
| 3003 | Other Direct Costs (ODCs) NTE Amount (Cost-Reimbursable) Option Period 3 (12 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | | | | |
| 3004 | Travel Option Period 3 (12 months) NTE Amount: \$5,000.00 Continued ... | | | | |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | (Option Line Item) | | | | |
| 3005 | O&M (to include Tier 2 and Tier 3 Service Desk Support) Monthly FFP Option Period 3 (12 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | 12 | MO | | |
| 3006 | Optional System Enhancements Option Period 3 (12 months) Labor-Hour (LH)/NTE Amount Not-to-Exceed (NTE) Number of Hours for each labor category as follows: Applications Developer (Associate)* NTE 4,800 Hours Applications Developer (Intermediate)* NTE 7,680 Hours Principal Software Development Manager* NTE 1,920 Hours Configuration Management Specialist* NTE 960 Hours Database Specialist (Intermediate)* NTE 1,920 Hours Principal Systems Architect* NTE 1,920 Hours Information Assurance (Associate)* NTE 960 Hours Project Manager* NTE 1,920 Hours Requirements Analyst (Intermediate)* NTE 1,920 Hours Principal Systems Engineer* NTE 1,920 Hours Technical Writer/Technical Editor* NTE 960 Hours Test Engineer (Associate)* NTE 3,840 Hours Test Engineer (Intermediate)* NTE 1,920 Hours *Offerors shall propose labor rates for each labor category listed above. (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | | | | |
| 3007 | Hosting (if offeror is proposing other than DHS Data Center) Monthly FFP Option Period 3 (12 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT Continued ... | 12 | MO | | |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | STRATEGY AND ARCHITECTURE | | | | |
| 4002 | ICM Software License (Annual License) FFP Option Period 4 (12 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | | | | |
| 4003 | Other Direct Costs (ODCs) NTE Amount (Cost-Reimbursable) Option Period 4 (12 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | | | | |
| 4004 | Travel Option Period 4 (12 months) NTE Amount: \$5,000.00 (Option Line Item) | | | | |
| 4005 | O&M (to include Tier 2 and Tier 3 Service Desk Support) Monthly FFP Option Period 4 (12 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | 12 | MO | | |
| 4006 | Optional System Enhancements Option Period 4 (12 months) Labor-Hour (LH)/NTE Amount Not-to-Exceed (NTE) Number of Hours for each labor category as follows: Applications Developer (Associate)* NTE 4,800 Hours Applications Developer (Intermediate)* NTE 7,680 Hours Principal Software Development Manager* NTE 1,920 Hours Configuration Management Specialist* NTE 960 Hours Database Specialist (Intermediate)* NTE 1,920 Hours Principal Systems Architect* NTE 1,920 Hours Information Assurance (Associate)* NTE 960 Hours Project Manager* NTE 1,920 Hours Continued ... | | | | |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | Requirements Analyst (Intermediate)* NTE 1,920 Hours Principal Systems Engineer* NTE 1,920 Hours Technical Writer/Technical Editor* NTE 960 Hours Test Engineer (Associate)* NTE 3,840 Hours Test Engineer (Intermediate)* NTE 1,920 Hours *Offerors shall propose labor rates for each labor category listed above. (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | | | | |
| 4007 | Hosting (if offeror is proposing other than DHS Data Center) Monthly FFP Option Period 4 (12 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | 12 | MO | | |
| 5001 | Labor for two (2) month transition-out period Monthly FFP Option Period 5 (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | 2 | MO | | |
| 5002 | ICM Software License (Annual License) FFP Option Period 5 (10 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | | | | |
| 5003 | Other Direct Costs (ODCs) NTE Amount (Cost-Reimbursable) Option Period 5 (10 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | | | | |
| 5004 | Travel Option Period 5 (10 months) NTE Amount: \$5,000.00 Continued ... | | | | |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | (Option Line Item) | | | | |
| 5005 | O&M (to include Tier 2 and Tier 3 Service Desk Support) Monthly FFP Option Period 5 (10 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | 10 | MO | | |
| 5006 | Optional System Enhancements Option Period 5 (10 months) Labor-Hour (LH)/NTE Amount Not-to-Exceed (NTE) Number of Hours for each labor category as follows: Applications Developer (Associate)* NTE 4,800 Hours Applications Developer (Intermediate)* NTE 7,680 Hours Principal Software Development Manager* NTE 1,920 Hours Configuration Management Specialist* NTE 960 Hours Database Specialist (Intermediate)* NTE 1,920 Hours Principal Systems Architect* NTE 1,920 Hours Information Assurance (Associate)* NTE 960 Hours Project Manager* NTE 1,920 Hours Requirements Analyst (Intermediate)* NTE 1,920 Hours Principal Systems Engineer* NTE 1,920 Hours Technical Writer/Technical Editor* NTE 960 Hours Test Engineer (Associate)* NTE 3,840 Hours Test Engineer (Intermediate)* NTE 1,920 Hours *Offerors shall propose labor rates for each labor category listed above. (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT STRATEGY AND ARCHITECTURE | | | | |
| 5007 | Hosting (if offeror is proposing other than DHS Data Center) Monthly FFP Option Period 5 (10 months) (Option Line Item) Product/Service Code: D307 Product/Service Description: IT AND TELECOM- IT Continued ... | 10 | MO | | |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---------------------------|-----------------|-------------|-------------------|---------------|
| | STRATEGY AND ARCHITECTURE | | | | |

SECTION B – SUPPLIES/SERVICES AND PRICES/COSTS

B.1-TYPE OF CONTRACT

The Government contemplates a hybrid firm-fixed price (FFP)/labor-hour (LH) contract with FFP, LH, and Cost Reimbursement (CR) CLINs; CR type CLINs will only be used for Other Direct Costs (ODCs) and Travel.

B.2-CLIN STRUCTURE

The Offeror shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to, or incident to, performing the work specified in the Statement of Objectives (See Attachment 1-Statement of Objectives) and subsequent Performance Work Statement (PWS) proposed by the Contractor for the ICE Investigative Case Management requirement.

[Note: In accordance with Section L-Instructions to Offerors, the Offeror is asked to provide total amounts for the CLINs, each base and option period, and a total price of the contract (including options in Attachment 6-CLIN Structure. Attachment 6-CLIN Structure and Payment Milestone Schedule will be incorporated into the resulting contract.)]

B.3-TRAVEL

Travel is not expected under this contract. Any required travel will be reimbursed in accordance with the Federal Travel Regulations. Travel Not-to-Exceed (NTE) Amounts have been provided in Attachment 6-CLIN Structure and are set as follows:

| | |
|------------|---------|
| CLIN 0004: | \$2,500 |
| CLIN 1004: | \$5,000 |
| CLIN 2004: | \$5,000 |
| CLIN 3004: | \$5,000 |
| CLIN 4004: | \$5,000 |
| CLIN 5004: | \$5,000 |

Profit shall not be applied to travel costs. Contractors may apply indirect costs to travel in accordance with the Contractor's usual accounting practices consistent with FAR 31.2.

Travel CLINs will be invoiced monthly. Travel requires pre-approval from the COR.

B.4-NAICS AND PSC

NAICS Code: 541512 Computer System Design Services, Size Standard: \$25M
PSC Code: D307 Automated Information Systems Design and Integration Services

SECTION C-PERFORMANCE WORK STATEMENT

[PERFORMANCE WORK STATEMENT (PWS) to be proposed by the Contractor and included as an attachment in Section J at the time of contract award. See Attachment 1-STATEMENT OF OBJECTIVES.]

SECTION D-PACKAGING AND MARKING

This section is left intentionally blank.

SECTION E-INSPECTION AND ACCEPTANCE**E.1-INSPECTION OF SERVICES: CLAUSES INCORPORATED BY REFERENCE**

| Clause | Description | Date |
|---------------|---|-------------|
| 52.246-3 | Inspection of Supplies-Cost-Reimbursement | May 01 |
| 52.246-4 | Inspection of Services-Fixed Price | Aug-96 |
| 52.246-6 | Inspection-Time and Material and Labor-Hour | May-01 |

SECTION F-DELIVERIES AND PERFORMANCE

F.1- CLAUSES INCORPORATED BY REFERENCE

| Clause | Description | Date | Fill-In |
|---------------|--------------------------|-------------|----------------|
| 52.242-15 | Stop-Work Order | Aug-89 | |
| 52.242-17 | Government Delay of Work | Apr-84 | |

F.2-PLACE OF PERFORMANCE

Work, meetings, and briefings will be performed primarily at the Government sites located at 801 I St. NW, Washington, D.C and 500 12th St, SW, Washington, D.C.

Note: For the Base Period (Proof of Concept), the Contractor will perform work on the Contractor's site and on the Contractor's systems.

F.3-PERIOD OF PERFORMANCE

The PoP will consist of a base period and five (5) option periods as follows:

Base Period: Two (2) months from date of award*

Option Period 1: ten (10) months from option exercise

Option Period 2: twelve (12) months from option exercise

Option Period 3: twelve (12) months from option exercise

Option Period 4: twelve (12) months from option exercise

Option Period 5: twelve (12) months from option exercise

*If only one contract is awarded, the Government may award both the base period and exercise Option Period 1 at the time of award.

F.4-DELIVERABLES

See Attachment 1-Statement of Objectives and Exhibit H-ICM System Table of Work Products and Deliverables. Offeror's Performance Work Statement shall include proposed deliverables schedule and be incorporated into the contract award.

F.5-DELIVERY INSTRUCTIONS

All deliverables shall be submitted in electronic format no later than 4:00 PM on the deliverable's due date. All electronic versions of the deliverables shall be submitted in MS Office 2010 or compatible.

Electronic deliverables shall be submitted to the COR at the following e-mail address: **[To be Filled in by the Government upon Award]**

Items must be approved by the Program Manager (PM) and/or the appropriate Government authority to be considered “acceptable.” The Government will provide written acceptance, comments, or change requests within ten (10) business days from receipt by the Government of all required Contract deliverables, with the exception of Software Versions and Releases.

Upon receipt of the Government comments, the Contractor shall schedule a collaborative session with the Government within five (5) business days to review any comments or change requests. After the collaborative session, the Contractor shall have ten (10) business days to incorporate the comments or changes, and resubmit the deliverable to the Government.

F.6-NOTICE REGARDING LATE DELIVERY

The Contractor shall notify the COR as soon as it becomes apparent to the Contractor that a scheduled deliverable will be late. The Contractor shall include in the notification the rationale for late delivery of the deliverable, the expected date for the deliverable, any consideration provided by the Contractor, and the impact of the late delivery of the deliverable on the project. The COR, Program Manager, and Contracting Officer will review the new schedule and the Contracting Officer will provide guidance to the Contractor.

SECTION G-CONTRACT ADMINISTRATION DATA

G.1-TECHNICAL DIRECTION AND SURVEILLANCE

- a) Performance of the work under this contract shall be subject to the surveillance and written technical direction of the COR, who shall be specifically appointed by the Contracting Officer in writing. Technical direction is defined as a directive to the Contractor which approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work of documentation items; shifts emphasis among work areas or tasks; or otherwise furnishes guidance to the Contractor. Technical direction includes the process of conducting inquiries, requesting studies, or transmitting information or advice by the COR, regarding matters within the general tasks and requirements in Section C of this CONTRACT.
- b) The COR does not have the authority to, and shall not, issue any technical direction which:
1. Constitutes an assignment of additional work outside the PWS;
 2. Constitutes a change as defined in the contract clause entitled "Changes";
 3. In any manner causes an increase or decrease in the total price or the time required for contract performance;
 4. Changes any of the expressed terms, conditions, or specifications of the contract; or
 5. Interferes with the Contractor's right to perform the specifications of the contract.
- c) All technical directions shall be issued in writing by the COR via e-mail. The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR. Any instruction or direction by the COR which falls within one or more of the categories defined in (b)(1) through (5) above, shall follow the procedures in FAR 52.243-7.

G.2-CONTRACTING OFFICER'S REPRESENTATIVE

The COR for this contract is: [To be completed by the Government upon award]

Alternate COR for this contract is: [To be completed by the Government upon award]

G.3-INVOICING AND PAYMENT PROCEDURES

Invoicing Instructions

Service Providers/Contractors shall use these procedures when submitting an invoice.

1. Invoice Submission: Invoices shall be submitted in a .pdf format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email to:

Invoice.Consolidation@ice.dhs.gov

Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.

Alternative methods of invoice submission include United States Postal Service (USPS) mail or fax. The mailing address of DHS ICE Financial Operations is:

DHS, ICE
Financial Operations - Burlington
P.O. Box 1620
Williston, VT 05495-1620
ATTN: ICE/PEO/TECS

Note: the Contractor's Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at <https://www.sam.gov> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE Program Office identified in the award shall also be notated on every invoice.

The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at <https://www.sam.gov> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

Alternate method of submission is fax. Invoices shall be submitted to:
(802)-288-7658 (include a cover sheet with point of contact & # of pages)

2. Content of Invoices: Each invoice submission shall contain the following information:
- (i) Name and address of the Contractor. The name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM;
 - (ii) Dunn and Bradstreet (D&B) DUNS number;
 - (iii) Invoice date and invoice number;
 - (iv) Agreement/Contract number, contract line item number and, if applicable, the order number;
 - (v) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vii) Terms of any discount for prompt payment offered;
 - (viii) Remit to Address;
 - (ix) Name, title, and phone number of person to notify in event of defective invoice;
 - (x) Whether the invoice is "Interim" or "Final" and
 - (xi) ICE program office designated on order/contract/agreement.

In accordance with Contract Clause, FAR 52.212-4(g)(1), Contract Terms and Conditions Commercial Items, or FAR 52.232-25(a)(3), Prompt Payment, as applicable, the information identified above is required with each invoice submission.

3. Payment Inquiries: Questions regarding invoice submission or payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov

CLIN 1001-Firm-Fixed Price (FFP) shall be invoiced for based on the percentage of each Sub-Contract Line Item Number (SLIN). Once the deliverable for each SLIN is accepted by the Government, the Contractor shall submit an invoice for the percentage of FFP listed in the SLIN. The FFP percentage allocated to each SLIN is as follows:

| | | |
|------------|--|----------------------|
| SLIN 1001A | Completion of Transition-In | 5% of CLIN 1001 FFP |
| SLIN 1001B | Phase 1: Requirements Confirmation and Baseline Installation | 10% of CLIN 1001 FFP |
| SLIN 1001C | Phase 2: Baseline Gap Analysis | 10% of CLIN 1001 FFP |
| SLIN 1001D | Phase 3: Code Freeze for IOC | 25% of CLIN 1001 FFP |
| SLIN 1001E | Phase 4: IOC Integration and Testing | 50% of CLIN 1001 FFP |

Labor Hour CLINs:

Materials on T&M Orders must comply with FAR 52.232-7 Payments Under Time-and-Materials and Labor Hour Contracts (Aug 2012).

Cost Reimbursable CLIN (Other Direct Costs) CLINs:

The contractor may invoice monthly on the basis of cost incurred for the Other Direct Cost (ODC) CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and name. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable in spreadsheet form:

Item purchased

Cost

Date expensed

Documentation of prior COR approval

All cost presentations provided by the Contractor shall also include applicable indirect cost.

Travel CLINs:

The contractor may invoice monthly on the basis of cost incurred. The invoice shall include the period of performance covered by the invoice and the CLIN number and name. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable in spreadsheet form:

Project Total Travel: This will identify all current and cumulative travel on the project. The listing shall include separate columns and totals for the following, at a minimum:

Date Expensed
Authorized Travel Event Number
Days of Travel
Documentation of COR approval prior to travel

Travel shall be in accordance with the Federal Travel Regulations (FTR). The contractor shall be reimbursed for actual, allowable, and reasonable cost, not to exceed the amount shown in the schedule. Profit shall not be applied to travel costs. Contractors may apply indirect costs to travel in accordance with the contractor's usual accounting practices consistent with FAR 31.2.

In order to ensure that an accurate invoice is submitted, the Contractor shall coordinate the invoice with the Contracting Officers Representative (COR) before sending the invoice to Financial Operations Burlington.

Payment Inquiries: Questions regarding invoice submission or payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov

G.4-PAST PERFORMANCE EVALUATIONS

Interim past performance evaluations will be completed for this contract after the conclusion of each 12-month period; a separate CPARS will be completed for both the Base Period and Option Period 5. The Government will provide past performance evaluations in the Contractor Performance Assessment Reporting System (CPARS) within 90 days of the PoP of each contract year. CPARS is a web-enabled tool for the COTR to evaluate the Contractor's performance and for the Contracting Officer and Contractor to review, comment on, and approve evaluations. The tool can be accessed at <http://www.cpars.csd.disa.mil>. The Contractor will be allowed thirty (30) calendar days to submit comments, rebut statements, or provide additional information. Comments, if any shall be retained as part of the evaluation record. The completed evaluation shall not be released to other than Government personnel and the Contractor whose performance is being evaluated during the period the information may be used to provide source selection information. Past performance information will not be retained for longer than three years after completion of a contract.

SECTION H-SPECIAL CONTRACT REQUIREMENTS

H.1-GOVERNMENT FURNISHED INFORMATION

The Government will provide the following documents as Government Furnished Information (GFI):

| Description of GFI | Date GFI Furnished | Date GFI Returned |
|--|--|-------------------|
| SOO Constraint Documents including the following: <ul style="list-style-type: none"> Exhibit A: ICE/HSI ICM System Requirements (LES) Exhibit B: ICE/HSI Business Process Deep Dive Diagrams (LES) Exhibit C: Target Data Model for Data Migration (LES) Exhibit D: ICE TECS Modernization SELC Tailoring Plan Exhibit E: ICE TECS Modernization ORD Exhibit F: ICE/HSI RACI Chart (LES) Exhibit G: ICE TECS Modernization TEMP | Provided with Request for Proposals (RFP) Updated versions of GFI, as versions are approved | n/a |
| Finalized, Baseline Requirements | Provided to the Contractor at the beginning of each release. | n/a |

H.2-GOVERNMENT FURNISHED PROPERTY

The Government will provide the following items as Government Furnished Property (GFP):

| Description of GFP | Date GFP Furnished | Date GFP Returned |
|--|--|---|
| ICE Virtual Private Network (VPN) Tokens and Air Cards | Provided as Contractor is cleared for service and laptops are reimaged. | Returned once Contractor employee leaves the contract (via termination or reassignment) or the contract completion. |
| Personal Identification Verification (PIV) card | Provided as Contractor is cleared for service | Returned once Contractor employee leaves the contract or contract completion. |
| Direct-line access to the ICE Intranet and LAN/WAN access | Provided once the Contractor facility meets Government security requirements | Removed upon contract completion. |
| Blackberry Mobile devices (for personnel selected by the COR) | Provided at request of the COR | Returned at request of the COR. |
| Other GFP (thumb drives, iPads, etc) | Provided at request of the COR | Returned at request of the COR. |
| Desktop Computers/Laptops | Provided as Contractor is cleared for service | Returned upon contract completion. |
| Hardware/Software Proposed by the Contractor to be provided by OCIO Engineering (If required) [To be inserted based on Contractor's proposal] | TBD | TBD |

Note: The Contractor shall keep an accurate inventory of GFP, which shall be made available to the Government upon request.

H.3-TRAVEL

Frequent local travel in the greater D.C. area to Immigration and Customs Enforcement (ICE) Office of the Chief Information Officer (OCIO) offices located at 801 I Street NW, Washington, D.C., or 500 12th St SW, Washington, D.C., may be required. However, local travel (defined as within 50 miles of the greater Washington, D.C. area) will not be reimbursed.

Travel requires pre-approval from the COR. Travel shall be in accordance with the Federal Travel Regulations (FTR). The Contractor shall be reimbursed for actual, allowable, and reasonable costs, not to exceed the amount shown in the schedule. Profit shall not be applied to travel costs. Contractors may apply indirect costs to travel in accordance with the Contractor's usual accounting practices consistent with FAR 31.2.

H.4-OTHER DIRECT COSTS (INCLUDING MATERIALS)

All ODCs require pre-approval from the COR. The Contractor shall be reimbursed for actual, allowable, and reasonable costs, not to exceed the amount shown in the schedule. Profit shall not be applied to ODCs. Contractors may apply indirect costs to ODCs in accordance with the Contractor's usual accounting practices consistent with FAR 31.2.

H.5-REQUIRED APPROVALS FOR TRAVEL AND ODCs

All requests for Travel and Other Direct Costs must be approved in writing by the ICE COR and be appropriately funded prior to incurring costs. The Contractor shall not be reimbursed if the appropriate documentation is not provided with the invoice or approved in advance.

H.6- SECURITY REQUIREMENTS**H.6.1-SECURITY REQUIREMENTS FOR STEP 2 OF THE SOLICITATION**

Prospective Contractors shall submit to the ICE/OAQ Contracting Officer the required information contained in Attachment 9-Step 2 Offeror Personnel Spreadsheet, on all personnel who will access Exhibits A, B, C, and F of Attachment 1-Statement of Objectives, all of which are considered 'Law Enforcement Sensitive' (LES). These individuals will be screened to ensure they meet the requirements to access 'LES' Information. Offerors shall submit Attachment 9 in accordance with the instructions outlined in Section L.3.3.1-Written Proposals. ICE reserves the right and prerogative to deny and/or restrict access to sensitive and/or LES Government information to any individual whose actions are in conflict with the mission of ICE, or whom ICE determines to present a risk of compromising sensitive and/or LES Government information to which he or she would have access to under this solicitation. The Offeror will be notified by the Contracting Officer via e-mail if there are any personnel that shall be denied access to sensitive and/or LES information under this solicitation.

H.6.2-SECURITY REQUIREMENTS FOR BASE PERIOD OF CONTRACT (PROOF OF CONCEPTS)

Contractors shall complete Attachment 10-BAR FORM and fingerprint cards for each individual providing services during the Base Period (Proof of Concepts) of the contract. These individuals will be screened (or re-screened if they were previously screened as part of Step 2 of the solicitation) to ensure they meet the requirements for performance during the Base Period (Proof of Concepts) of the contract to include access to LES Information. Offerors shall submit all completed BAR FORMS to the COR via e-mail no later than five (5) business days after award of the contract. If the Contractor needs fingerprint cards, the Contractor shall submit a request to the COR via e-mail within three (3) business days of contract award. Further instructions on how to submit the fingerprint cards will be provided at the time of contract award. ICE reserves the right and prerogative to deny and/or restrict access to sensitive and/or LES Government information or deny ability to perform on the contract to any individual whose actions are in conflict with the mission of ICE, or whom ICE determines to present a risk of compromising

sensitive and/or LES Government information to which he or she would have access to under the Base Period (Proof of Concepts) of the contract. The Contractor will be notified if there are any personnel that shall be denied access to sensitive and/or LES information or denied ability to perform on the contract.

H.6.3-CONTRACTOR PERSONNEL REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFIED (SBU) CONTRACTS SECURITY REQUIREMENTS

GENERAL

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in Contract **TBD [Fill in prior to award of 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.

PRELIMINARY 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 background investigation. ICE may, as it deems appropriate, authorize and make a favorable expedited pre-employment determination based on preliminary security checks. The expedited pre-employment determination will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable pre-employment determination shall not be considered as assurance that a favorable full employment determination will follow as a result thereof. The granting of a favorable pre-employment determination or a full employment determination 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 pre-employment determination or full employment determination by the OPR-PSU. Contract employees are processed under the DHS Management Directive 6-8.0. The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, 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. Prospective Contractor employees shall submit the following completed forms to the Personnel Security Unit through the Contracting Offices Representative (COR), no less than 35 days before

the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P “Questionnaire for Public Trust Positions” Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (Original and One Copy)
2. Three signed eQip Signature forms: Signature Page, Release of Information and Release of Medical Information (Originals and One Copy)
3. Two FD Form 258, “Fingerprint Card”
4. Foreign National Relatives or Associates Statement (Original and One Copy)
5. DHS 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act” (Original and One Copy)
6. Optional Form 306 Declaration for Federal Employment (applies to contractors as well) (Original and One Copy)

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Department of Defense Central Adjudications Facility (DoD CAF) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.

An adequate and current investigation is one where the investigation is not more than five years old and the subject has not had a break in service of more than two years.

Required forms will be provided by ICE at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS /ICE IT systems and the information contained therein, to include, the development and / or maintenance of DHS/ICE IT systems; or access to information contained in and / or derived from any DHS/ICE IT system.

TRANSFERS FROM OTHER DHS CONTRACTS:

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COR Transfer Form which will be provided by the Dallas PSU Office along with other forms and instructions.

CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU will conduct reinvestigations every 5 years, or when derogatory information is received, to evaluate continued eligibility.

ICE reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

REQUIRED REPORTS:

The Contractor will notify OPR-PSU of all terminations/ resignations within five days of occurrence. The Contractor will return any expired ICE issued identification cards and building passes, or those of terminated 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 contract employees under the contract to the OPR-PSU through 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 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 personnel 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.

Submit reports to the email address psu-industrial-security@ice.dhs.gov

EMPLOYMENT ELIGIBILITY

The contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

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.

The following computer security requirements apply to both Department of Homeland Security (DHS) U.S. Immigration and Customs Enforcement (ICE) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

INFORMATION TECHNOLOGY

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

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether 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).

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors 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 and systems rules of behavior. Department contractors, 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. Supervisors 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).

H.6.4-IT SECURITY REQUIREMENTS

General

To ensure the security of the DHS/ICE information in their charge, ICE Contractors and Subcontractors must adhere to the same computer security rules and regulations as Federal Government employees unless an exception to policy is agreed to by the prime Contractors, ICE Information System Security Officer (ISSO) and Contracting Officer and detailed in the contract. Non-DHS Federal employees or Contractors who fail to comply with DHS/ICE security policies are subject to having their access to DHS/ICE IT systems and facilities terminated, whether or not the failure results in criminal prosecution. The DHS Rules of Behavior document applies to DHS/ICE support Contractors and Subcontractors.

Access to Unclassified Facilities, Information Technology Resources, and Sensitive Information

The assurance of the security of unclassified facilities, IT resources, and sensitive information during the acquisition process and contract performance are essential to the DHS mission. DHS Management Directive (MD) 11042.1 *Safeguarding Sensitive But Unclassified (For Official Use Only) Information*, describes how Contractors must handle sensitive but unclassified information. DHS MD 4300.1 *Information Technology Systems Security* and the *DHS Sensitive Systems Handbook* prescribe policies and procedures on security for IT resources. Contractors shall comply with these policies and procedures, any replacement publications, or any other current or future DHS policies and procedures covering Contractors specifically for all Contracts that require access to DHS facilities, IT resources, or sensitive information. Contractors shall not use or redistribute any DHS information processed, stored, or transmitted by the Contractor except as specified in the Contract.

Interconnection Security Agreements

Interconnections between DHS and non-DHS IT systems shall be established only through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements, memoranda of understanding, service level agreements or Interconnection Security Agreements. The Contractor shall work with the ICE OCIO Information Assurance Division (IAD) to complete the required documentation

Security Policy References

The following primary DHS/ICE IT Security documents are applicable to Contractor/Sub-contractor operations supporting Sensitive But Unclassified (SBU) based contracts. Additionally, ICE and its Contractors must conform to other DHS Management Directives (MD) (Note: these additional MD documents appear on DHS-Online in the MD Section. Volume 11000 “Security and Volume 4000 “IT Systems”. All services provided under this Contract must be compliant with DHS 4300A, Sensitive Systems Policy Directive, DHS Information Security Policy for SBU Systems, and 4300A Sensitive Systems Handbook.

Contractor Information Systems Security Officer (ISSO) Point of Contact

The Contractor must appoint and submit name to ICE ISSO for approval, via the ICE COR, of a qualified individual to act as ISSO to interact with ICE personnel on all IT security matters.

Protection of Sensitive Information

The Contractor shall protect all DHS/ICE “sensitive information” to which the Contractor is granted physical or electronic access by adhering to the specific IT security requirements of this contract and the DHS/ICE security policies specified in the Reference Section above. The Contractor shall ensure that their systems containing DHS/ICE information and data be protected

from unauthorized access, modification and denial of service. Further, the data must be protected in order to ensure the privacy of individual's personal information. All contractor employees must sign DHS 11000-6, Non-Disclosure Agreement, prior to accessing any sensitive information. The signed agreements must be provided to the COR.

Information Technology Security Program

If performance of the contract requires that DHS/ICE data be stored or processed on Contractor-owned information systems, the Contractor shall establish and maintain an IT Security Program. This program shall be consistent with the referenced DHS/ICE IT security policy documents and at a minimum contain and address the following elements:

- Handling of DHS/ICE sensitive information and IT resources to include media protection, access control, auditing, network security, and rules of behavior
- Certification and Accreditation and Federal Information Security Management Act (FISMA) compliance (C&A) of Systems containing, processing or transmitting of DHS/ICE data
- Training and Awareness for Contractor personnel
- Security Incident Reporting
- Contingency Planning
- Security Reviews
- Contract Closeout Actions

Handling of Sensitive Information and IT Resources

The Contractor shall protect DHS/ICE sensitive information and all government provided and Contractor-owned IT systems used to store or process DHS/ICE sensitive information. The Contractor shall adhere to the following requirements for handling sensitive information:

- **Media Protection.** The Contractor shall ensure that all hardcopy and electronic media (including backup and removable media) that contain DHS sensitive information are appropriately marked and secured when not in use. Any sensitive information stored on media to be surplus, transferred to another individual, or returned to the manufacturer shall be purged from the media before disposal. Disposal shall be performed using DHS/ICE approved sanitization methods. The Contractor shall establish and implement procedures to ensure sensitive information cannot be accessed or stolen. These procedures shall address the handling and protection of paper and electronic outputs from systems (computers, printers, faxes, copiers) and the transportation and mailing of sensitive media.)
- **Access Control.** The Contractor shall control user access to DHS/ICE sensitive information based on positive user identification, authentication and authorization (Roles and Rules

based) mechanisms. Access control measures employed shall provide protection from unauthorized alternation, loss, unavailability, or disclosure of information. The Contractor shall ensure its personnel are granted the most restrictive set of access privileges needed for performance of authorized tasks. The Contractor shall divide and separate duties and responsibilities of critical IT functions to different individuals so that no individual has all necessary authority or systems access privileges needed to disrupt or corrupt a critical process.

- **Auditing.** The Contractor shall ensure that its Contractor-owned IT systems used to store or process DHS/ICE sensitive information maintain an audit trail sufficient to reconstruct security relevant events. Audit trails shall include the identity of each person and device accessing or attempting to access the system, the time and date of the access and the log-off time, activities that might modify, bypass, or negate security safeguards, and security-relevant actions associated with processing. The Contractor shall periodically review audit logs and ensure that audit trails are protected from modification, authorized access, or destruction and are retained and regularly backed up.
- **Network Security.** The Contractor shall monitor its networks for security events and employ intrusion detection systems capable of detecting inappropriate, incorrect, or malicious activity. Any interconnections between Contractor-owned IT systems that process or store DHS/ICE sensitive information and IT systems not controlled by DHS/ICE shall be established through controlled interfaces and documented through formal Interconnection Security Agreements (ISA). The Contractor shall employ boundary protection devices to enforce access control between networks, including Internet and extranet access. The Contractor shall ensure its e-mail systems are secure, properly configured, and that network protection mechanisms implemented in accordance with DHS/ICE requirements. The Contractor shall conduct periodic vulnerability assessments and tests on its IT systems containing DHS/ICE sensitive information to identify security vulnerabilities. The results, of this information, will be provided to the ICE OCIO for review and to coordinate remediation plans and actions.
- DHS employees and Contractors shall not transmit sensitive DHS/ICE information to any personal e-mail account that is not authorized to receive it.
- **Rules of Behavior.** The Contractor shall develop and enforce Rules of Behavior for Contractor-owned IT systems that process or store DHS/ICE sensitive information. These Rules of Behavior must meet or exceed the DHS/ICE rules of behavior.
- The Contractor shall adhere to the policy and guidance contained in the DHS/ICE reference documents.

Training and Awareness

- The Contractor shall ensure that all Contractor personnel (including Sub-contractor personnel) who are involved in the management, use, or operation of any IT systems that handle DHS/ICE sensitive information, receive annual training in security awareness, accepted security practices, and system rules of behavior. The Contractor must use the ICE-provided annual awareness training and submit to the COTR the certificates of training for each individual on the contract.
- The Contractor shall ensure that all Contractor personnel, including Sub-contractor personnel, with IT security responsibilities receive specialized DHS/ICE annual training

tailored to their specific security responsibilities. The Contractor must use the ICE-provided special training and provide certificates of training to the COTR.

- Any Contractor personnel who are appointed as ISSO, Assistant ISSOs, or other position with IT security responsibilities, i.e., System/LAN Database administrators, system analyst and programmers may be required to attend and participate in the annual DHS Security Conference.

Certification and Accreditation (C&A) and FISMA Compliance

The Contractor shall ensure that any Contractor-owned systems that process, store, transmit or access DHS/ICE information shall comply with the DHS/ICE C&A and FISMA requirements. Any work on developing, maintaining or modifying DHS/ICE systems must be done to ensure that DHS/ICE systems are in compliance with the C&A and FISMA requirements. The Contractor must ensure that the necessary C&A and FISMA compliance requirements are being effectively met prior to the System or application's release into Production (this also includes pilots). The Contractor shall use the DHS provided tools for C&A and FISMA compliance and reporting requirements.

Security Incident Reporting

The Contractor shall establish and maintain a computer incident response capability that reports all incidents to the ICE Computer Security Incident Response Center (CSIRC) in accordance with the guidance and procedures contained in the referenced documents.

Contingency Planning

If performance of the contract requires that DHS/ICE data be stored or processed on Contractor-owned information systems, the Contractor shall develop and maintain contingency plans to be implemented in the event normal operations are disrupted. All Contractor personnel involved with contingency planning efforts shall be identified and trained in the procedures and logistics needed to implement these plans. The Contractor shall conduct periodic tests to evaluate the effectiveness of these contingency plans. The plans shall at a minimum address emergency response, backup operations, and post-disaster recovery.

Security Review and Reporting

- The Contractor shall include security as an integral element in the management of this contract. The Contractor shall conduct reviews and report the status of the implementation and enforcement of the security requirements contained in this contract and identified references.
- The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS/ICE, including the Office of Inspector General, ICE ISSO, and other Government oversight organizations, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract. Access shall be provided to the extent necessary for the Government to carry

out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DHS/ICE data or the function of computer systems operated on behalf of DHS/ICE, and to preserve evidence of computer crime.

Use of Government Equipment

Contractors are not authorized to use Government office equipment or IT systems/computers for personal use under any circumstances, unless limited personal use is specifically permitted by the contract. When so authorized, Contractors shall be governed by the limited personal use policies in the referenced documents.

Contract Closeout

At the expiration of this contract, the Contractor shall return all sensitive DHS/ICE information and IT resources provided during the life of this contract. The Contractor shall certify that all DHS/ICE information has been purged from any Contractor-owned system used to store or process DHS/ICE information. Electronic media must be sanitized (overwritten or degaussed) in accordance with the sanitation guidance and procedures contained in reference documents and with DHS/NIST/NSA approved hardware and software.

Personnel Security

- DHS/ICE does not permit the use of non U.S. Citizens in the performance of this contract or to access DHS/ICE systems or information
- All Contractor personnel (including Sub-contractor personnel) must have favorably adjudicated background investigations commensurate with the sensitivity level of the position held before being granted access to DHS/ICE sensitive information.
- The Contractor shall ensure all Contractor personnel are properly submitted for appropriate clearances.
- The Contractor shall ensure appropriate controls have been implemented to prevent Contractor personnel from obtaining access to DHS/ICE sensitive information before a favorably adjudicated background investigation has been completed and appropriate clearances have been issued. At the option of the Government, interim access may be granted pending completion of a pre-employment check. Final access may be granted only upon favorable completion of an appropriate background investigation based on the risk level assigned to this contract by the Contracting Officer.
- The Contractor shall ensure its personnel have a validated need to access DHS/ICE sensitive information and are granted the most restrictive set of access privileges needed for performance of authorized tasks.
- The Contractor shall ensure that its personnel comply with applicable Rules of Behavior (See Attachment 8-DHS 4300A Sensitive Systems Handbook, Rules of Behavior that is provided as reference only) for all DHS/ICE and Contractor-owned IT systems to which its personnel have been granted access privileges.
- The Contractor shall implement procedures to ensure that system access privileges are revoked for Contractor personnel whose employment is terminated or who are reassigned to other duties and no longer require access to DHS/ICE sensitive information.

- The Contractor shall conduct exit interviews to ensure that Contractor personnel who no longer require access to DHS/ICE sensitive information understand their obligation not to discuss or disclose DHS/ICE sensitive information to which they were granted access under this contract.

Physical Security

The Contractor shall ensure that access to Contractor buildings, rooms, work areas and spaces, and structures that house DHS/ICE sensitive information or IT systems through which DHS/ICE sensitive information can be accessed, is limited to authorized personnel. The Contractor shall ensure that controls are implemented to deter, detect, monitor, restrict, and regulate access to controlled areas at all times. Controls shall be sufficient to safeguard IT assets and DHS/ICE sensitive information against loss, theft, destruction, accidental damage, hazardous conditions, fire, malicious actions, and natural disasters. Physical security controls shall be implemented in accordance with the relevant ICE policies and guidance. The Contractor shall ensure that the development facilities are approved through the C&A for storing Government information.

H.7-PRIVACY CONTROL

1.0 Privacy Requirements for IT Security Plan

Personally Identifiable Information is any information that permits the identity of an individual to be directly or indirectly inferred, including any other information that is linked or linkable to that individual regardless of whether the individual is a United States citizen, legal permanent resident, or a visitor to the U.S.

Sensitive Personally Identifiable Information (PII) is a subset of PII, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Complete social security numbers (SSN), alien registration numbers (A-number) and biometric identifiers (such as fingerprint, voiceprint, or iris scan) are considered Sensitive PII even if they are not coupled with additional PII. Additional examples include any grouping of information that contains the individual's name or other unique identifier plus one or more of the following elements:

- (1) Driver's license number, passport number, or truncated SSN (such as last-4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Financial information such as account numbers or Electronic Funds Transfer information
- (5) Medical information
- (6) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PINs)

The IT Security Plan must address how this information will be protected.

NOTE: Other PII may be “sensitive” depending upon its context, such as a list of employees with less than satisfactory performance ratings or an unlisted home address or phone number. In contrast, a business card or a public phone directory of agency employees contains PII but is not sensitive.

The work to be performed under this contract requires the handling of Sensitive PII in order to perform a contract with the Department of Homeland Security (DHS) or one of its components. The Contractor shall provide DHS or the DHS component access to and information regarding the Contractor’s systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DHS and DHS component access shall include independent validation testing of controls, system penetration testing by DHS or DHS component, FISMA data reviews, and access by the DHS Office of the Inspector General for its reviews.

For all systems handling Sensitive PII, the Contractor shall comply with all security requirements applicable to DHS systems described in DHS Sensitive System Publication 4300A or any replacement publication, and those of the DHS component for which the contract is being performed.

The use of Contractor-owned laptops or other media storage devices to process or store Sensitive PII is prohibited.

2.0 Handling of Personally Identifiable Information

The Contractor must limit access to the data covered by this clause to those employees who need the information to perform work under this contract. Contractor must physically secure Sensitive PII when not in use and/or under the control of an authorized individual, and ensure it is secured when in transit to prevent unauthorized access or loss. If the Contractor is e-mailing Sensitive PII within the DHS network (i.e. from a DHS e-mail account (dhs.gov) to another DHS e-mail account), the information can be sent unencrypted. If Sensitive PII is being sent outside of the DHS network (i.e. e-mailing it from a DHS e-mail address to a non-DHS e-mail address or vice versa), the information must be encrypted. If Sensitive PII is stored on a shared drives, access to it should be restricted to those with a need to know by permissions settings or passwords. The “Handbook for Safeguarding Sensitive Personally Identifiable Information at the Department of Homeland Security” provides additional guidance for the proper handling of Sensitive PII. Sensitive PII shall not be transported overseas without the prior written approval of the CO. When Sensitive PII is no longer needed and no longer required to be retained under applicable records retention policies, it must be destroyed through means that will make the Sensitive PII irretrievable.

Contractor may only use Sensitive PII obtained under this contract for purposes of the contract, and may not collect or use such information for any other purpose without the prior written approval of the CO. At the expiration of the contract, the Contractor shall turn over all Sensitive PII obtained under this contract that is still in its possession to DHS or DHS component.

3.0 Privacy Training and Awareness

The Contractor shall ensure that all Contractor personnel (including Sub-contractor personnel) take the annual Culture of Privacy training.

The Contractor shall ensure that all Contractor personnel (including Sub-contractor personnel) take the annual Records Management training.

4.0 Breach Response

A breach is defined as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users have access or potential access to personally identifiable information, whether physical or electronic, without an authorized purpose.

By acceptance of, or performance on, this contract, the Contractor agrees that in the event of any actual or suspected breach of Sensitive PII, the Contractor will immediately (and in no event later than within one hour of discovery) report the breach to the CO and contracting officer's technical representative (COR), and the DHS or DHS component information security response team. The Contractor is responsible for positively verifying that the notification is received and acknowledged.

If the data breach occurs outside of regular business hours and/or neither the CO nor the COR can be reached, the Contractor shall call the DHS or DHS component Computer Emergency Readiness Team within one hour of discovery of the breach. The Contractor shall also notify the CO as soon as possible during regular business hours.

5.0 Personally Identifiable Information Notification Requirement

The Contractor will certify that it has in place procedures and the capability to promptly notify any individual whose Sensitive PII was, or is reasonably believed to have been, breached. The method and content of any notification by the Contractor shall be coordinated with, and be subject to the approval of, DHS or the DHS Component. Notification shall not proceed unless DHS or the DHS component has made a determination that notification is appropriate and would not impede a law enforcement investigation or jeopardize national security.

The method of notification may include letter sent via first class mail, electronic means, or general public notice, as approved by DHS or DHS component. As a minimum, the notification should include: (1) a brief description of how the breach occurred; (2) a description of the types of personal information involved in the breach; (3) a statement as to whether the information was encrypted or protected by other means; (4) steps an individual may take to protect themselves; and (5) who affected individuals should contact for more information.

In the event that a Sensitive PII breach occurs as a result of the violation of a term of this contract by the Contractor or its employees, the Contractor shall, when directed by the CO and at no cost to the government, take action to correct or mitigate the violation, which may include providing notification or other identity protection services to affected individuals for a period not to exceed eighteen months from the discovery of the breach. The Contractor shall be responsible

for the acts or omissions of its employees that contribute to a Sensitive PII breach when any such employee had access to such PII by virtue of his or her employment by the Contractor. All mitigation and corrective measures must be approved by the CO.

DHS or the DHS component may elect to provide and/or procure notification or identity protection services, in which case the Contractor will be responsible for reimbursing DHS or the DHS component for those costs.

The requirements set forth in this section apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the Contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the Contractor.

H.8-ACCESSIBILITY REQUIREMENTS

Accessibility Requirements (Section 508)

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

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

36 CFR 1194.21 Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous Javascript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.

36 CFR 1194.24 Video and Multimedia Products, applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation shall also comply with the software standards (1194.21) when the presentation is through the use of a Web or Software application interface having user controls available.

36 CFR 1194.26 Desktop and Portable Computers, applies to all desktop and portable computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.

36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Section 508 Applicable Accessibility Exceptions

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

Section 508 Compliance Requirements (Note to Offerors: The following is a requirement for the Government and is provided in the solicitation for informational purposes only)

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

All tasks for testing of functional and/or technical requirements must include specific testing for Section 508 compliance, and must use DHS Office of Accessible Systems and Technology approved testing methods and tools.

H.9-DHS AND ICE ENTERPRISE ARCHITECTURE COMPLIANCE

All solutions and services shall meet ICE and DHS Enterprise Architecture policies, standards, and procedures as it relates to the Performance Work Statement. The Contractor shall comply with the following Homeland Security Enterprise Architecture (HLS EA) requirements:

- All developed solutions and requirements shall be compliant with the ICE and HLS EA.
- All IT hardware or software shall be compliant with the ICE and HLS EA TRM Standards and Products Profile.
- All data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model.
- In compliance with OMB mandates, all network hardware shall be IPv6 compatible without modification, upgrade, or replacement.

H.10 – LICENSING REQUIREMENTS

Identification and Assertion of Restrictions

The Contractor shall not deliver or otherwise provide to the Government any technical data or computer software with restrictive markings (or otherwise subject to restrictions on access, use, modification, reproduction, release, performance, display, or disclosure) unless the technical data or computer software are identified in accordance with the following requirements.

The contractor shall identify and assert any restrictions for all commercial computer software, including Open Source Software (OSS), and commercial technical data, i.e., technical data pertaining to a commercial item, using the format provided below.

| Commercial Technical Data/Computer Software Title and Version #* | If Open Source Software, Open Source License and Version #** | Name of Contractor Delivering Commercial Software*** | Technical Use/Implementing Approach**** | If OSS, was OSS modified by contractor?***** | If OSS and OSS was modified, was OSS modified by incorporation into a third party's software? ***** |
|--|--|--|---|--|---|
| | | | | | |
| | | | | | |

* The complete title and version number of the Commercial Software should be listed. If the line item is Open Source Software that was downloaded from a website, the website address should also be provided.

** The Open Source Software license and version number should be listed. If a version number is not available, the contractor should state no version number.

*** Corporation, individual, or other person as appropriate.

**** The contractor should describe the functionality of the Commercial (Open Source) Software, and where it is being used within the larger computer software deliverable (if applicable).

***** If the contractor is delivering OSS, the contractor should state whether it has modified the Open Source Software.

***** If the contractor is delivering OSS that it has modified, the contractor should state whether the Open Source Software was modified by combining with another party's non-open source software. If the other party is a third party, the third party's non-open source computer software may be licensed with distribution restrictions which would not allow the Government to accept delivery of the software combination.

Pre-Award Identification and Assertion. The Contractor (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) shall identify all technical data and computer software that it proposes will be delivered or otherwise provided (including all Option CLINs as if the Option was exercised) with less than Unlimited Rights by identifying the restricted rights in FAR 52.227-15.

If the Contractor is awarded a contract, the assertions identified in FAR 52.227-15 shall be listed as an attachment to the contract. Upon request by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

Post-Award Updates to the Pre-Award Identification and Assertions. The Contractor may supplement or revise its pre-award identification and assertion of restrictions on computer software and technical data, if such software or technical data restrictions were not known at the time of award and its omission would not have materially affected the source selection.

Copies of Negotiated, Commercial, and Other Non-Standard Licenses. The Contractor shall provide copies of all proposed specially negotiated license(s), commercial license(s), and any other asserted restrictions; limited rights; or restricted rights.

Use of Open Source Software Without Delivery. The Government treats Open Source Software (OSS) as a category of commercial computer software. If the Contractor proposes to use OSS while performing under the contract, the Contractor shall follow the same rules prescribed in the Contract for commercial computer software. Additionally, the Contractor must ensure that its use thereof does not: (i) create, or purport to create, any Government distribution obligations with respect to the computer software deliverables; or (ii) grant, or purport to grant, to any third party any rights to or immunities under Government intellectual property or Government data rights to the Government computer software deliverables.

Contractor Use of Commercial Computer Software, Including Open Source Software

Contractor Use of Commercial Computer Software, including Open Source Software. Open source software is often licensed under terms that require a user to make user's modifications to the open source software or any software that the user combines with the open source software freely available in source code form pursuant to distribution obligations in the license.

In cases where the Contractor proposes to use open source software while performing under a Government contract, regardless of whether the open source software is delivered, the Contractor shall not create, or purport to create, any Government distribution obligation with respect to Government computer software deliverables.

Prior to using any commercial computer software, the Contractor shall additionally evaluate each license for commercial computer software, including open source software which is considered commercial computer software, and confirm that each of the following requirements is satisfied:

- a) A license for a particular commercial computer software shall be compatible with all licenses for other commercial computer software that are or will be linked to, adapted to, integrated, combined or merged with the particular commercial computer software, including when the particular commercial computer software and the other commercial computer software are used with another computer program;
- b) A license for commercial computer software shall not impose a future Government distribution obligation that is foreseeable by the Contractor;
- c) A license for commercial computer software shall not be terminated by the Contractor's use of the commercial computer software in performing under the contract; and
- d) Contractor's cost to comply with this requirement presents no additional cost to the Government.

The Contractor shall provide a written summary report to the Contracting Officer stating that the Contractor has evaluated the commercial computer software use and commercial computer software license, and made each determination identified above and clearly identifies the proposed use(s) of the commercial computer software proposed. The Contracting Officer shall give the Contractor permission for the proposed use of the software.

If the Contractor is unable to satisfy the requirements above for a particular commercial computer software license, then the Contractor may not use the commercial computer software covered by the particular license without prior approval by the Contracting Officer. If the Contractor wants to use the Commercial Computer Software for which the requirements of paragraphs a) – d) above, the Contractor shall request approval to use the otherwise prohibited subject commercial computer software from the Contracting Officer by providing a written notification addressing the following: (i) the name and version number of the software; (ii) the name of the applicable license(s); (iii) a brief description of the technical use and implementing approach; (iv) a "yes/no" indication as to whether the Contractor has made, or will make, any modifications to the source code; (v) the software website; and in addition (vi) an identification of the reason(s) that the Contractor was unable to make the determinations in paragraphs a)-d) above. Commercial computer software is the same as defined in FAR 2.101.

Disclosure to Parties Outside of the Federal Government

Before any disclosure of technical data of computer software to ICE service support contractors and subcontractors, ICE service support contractors and subcontractors shall be required to sign DHS 11000-6.

License Users

Authorized users of any licensed software product shall include any government employee, Federal, State, or Local, and ICE's service support contractors and subcontractors. Should ICE transfer its license rights to a DHS component or agency, the authorized users of the licensed software product shall include the service support contractors and subcontractors of that DHS component or agency.

License Transfer

ICE shall have the right, without the prior written consent of the Software Publisher or its Authorized Resellers, to assign, reassign, or transfer software licenses or ICE's rights in the software to any other component or agency within DHS. Such authorization includes sublicensing, assignment or transfer among or between these users. If the Department or a DHS component or agency that has been transferred the license rights is reorganized or restructured such that its responsibilities and operations are transferred to another Department or DHS component or agency, the Department, component or agency shall have the right to assign the affected program licenses to a successor. The licensed agency and successor agency agree to be bound to the language in section H.

License Use

The license shall not restrict use of the software to a single computer, specific hardware, mobile devices, building or location.

Warranty

In addition to the completed Exhibit A-ICE/HSI Investigative Case Management System Requirements and the statement of affirmation from the Contractor regarding their understanding and intention to fulfill the full system requirements, the software shall be guaranteed to meet the requirements in the Performance Work Statement and all Exhibits of the contract after the completion of Phase 4: IOC Integration and Testing (See Schedule B: SLIN 1001D).

The software vendor warrants from the date of completion of Phase 4 on which the software specified in the contract is first used in production by ICE that the software will perform in all material respects to the functions described in ICE's ICM requirements specified in this contract. This warranty is effective for each year of the contract.

License Rights in Software Modifications

Any software modifications made to the system under this contract shall be provided to the government with unlimited rights. Unlimited rights means that the Government has unlimited rights to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so as defined in FAR 27.401. ICE shall also obtain unlimited rights in any other data first produced in performance of this contract, form fit, and function data and all other data delivered under the contract other than restricted rights in commercial computer software. The Contractor shall not incorporate any software modifications made specifically under this contract

into the Contractor's Commercial Computer Software, including Open Source Software, or any third party software, without prior written approval from the ICE Contracting Officer.

Third Party Software

Contractor has obtained all necessary licenses for ICE to any Third Party Materials (including without limitation, all Open Source licenses) provided with each Product. Contractor complies with and shall continue to comply with all third party licenses (including, without limitation, all Open Source licenses) associated with any Third Party Materials provided with each Product. To the extent any Third Party Materials are provided with a Product, ICE's use of such Product as provided by the Contractor or Software Publisher and in accordance with contract issued hereunder will not be in conflict with any third party license requirements and will satisfy all conditions on use, modification or distribution of any such Third Party Materials without the need for any additional, unanticipated action or license fees on ICE's part; ICE does not and will not need to procure any rights or licenses to any patents or other third-party intellectual property rights to use as intended in this contract hereunder the Product delivered by Software Publisher or Contractor.

Audit

In lieu of any audit provisions in the license agreement, Licensee (ICE) may perform an internal audit and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use.

Order of Precedence

The terms and conditions of set forth in section H take precedence over any conflicting Software Publisher license terms and conditions including those found in a Software Publisher or Third Party Software Click Wrap license, whether presented in writing or electronically; whether presented prior to or subsequent to executing this contract. ICE and its users shall not be bound by the terms of a Click Wrap license encountered during installation or at any time thereafter, notwithstanding ICE users clicking 'Accept' in order to continue using the Software.

SECTION I-CONTRACT CLAUSES

I.1-CLAUSES INCORPORATED BY REFERENCE

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

This task order 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 these addresses:

<https://www.acquisition.gov/far/index.html>
<https://www.acquisition.gov/gsam/gsam.html>

(End of Clause)

| Clause | Description | Date |
|-----------|--|---------|
| 52.202-1 | Definitions | Nov-13 |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity | Jan-97 |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions | Oct-10 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | Apr-10 |
| 52.203-3 | Gratuities | Apr-84 |
| 52.203-5 | Covenant Against Contingent Fees | Apr-84 |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government | Sep-06 |
| 52.203-7 | Anti-Kickback Procedures | Oct-10 |
| 52.203-8 | Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity | Jan-97 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights. | Sep-13 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | May-11 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | Jan-11 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | Jul-13 |
| 52.204-13 | System for Award Management Maintenance | Jul-13 |
| 52.204-14 | Service Contract Reporting Requirements | Jan-14 |
| 52.209-6 | Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | Aug-13 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | July 13 |

| | | |
|-----------|--|---------|
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations | May-12 |
| 52.210-1 | Market Research | Apr 11 |
| 52.215-2 | Audit and Records-Negotiation | Oct 10 |
| 52.215-8 | Order of Precedence-Uniform Contract Format | Oct-97 |
| 52.215-14 | Integrity of Unit Prices | Oct 10 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | Jan 99 |
| 52.219-28 | Post-Award Small Business Program Representation | Jul-13 |
| 52.219-8 | Utilization of Small Business Concerns | Jul-13 |
| 52.222-3 | Convict Labor | Jun-03 |
| 52.222-17 | Nondisplacement of Qualified Workers | Jan 13 |
| 52.222-21 | Prohibition of Segregated Facilities | Feb-99 |
| 52.222-26 | Equal Opportunity (Provision) | Mar-07 |
| 52.222-35 | Equal Opportunity for Veterans | Sep-10 |
| 52.222-36 | Affirmative Action for Workers with Disabilities | Oct-10 |
| 52.222-37 | Employment Reports on Veterans | Sep-10 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | Dec-10 |
| 52.222-50 | Combating Trafficking in Persons | Feb-09 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | May-11 |
| 52.223-6 | Drug-Free Workplace | May-01 |
| 52.223-18 | Contractor Policies to Ban Text Messaging While Driving | Aug-11 |
| 52.224-1 | Privacy Act Notification | Apr-84 |
| 52.224-2 | Privacy Act | Apr-84 |
| 52.225-1 | Buy American Act-Supplies | Feb-09 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | Jun-08 |
| 52.227-1 | Authorization and Consent | Dec-07 |
| 52.227-14 | Rights in Data-General, Alt. III | Dec-07 |
| 52.227-16 | Additional Data Requirements | June 87 |
| 52.227-17 | Rights in Data-Special Works | Dec-07 |
| 52.227-19 | Commercial Computer Software License | Dec-07 |
| 52.227-21 | Technical Data Declaration, Revision, and Withholding of Payment-Major Systems | Dec 07 |
| 52.227-22 | Major System-Minimum Rights | June 87 |
| 52.228-5 | Insurance-Work on a Government Installation | Jan-97 |
| 52.229-3 | Federal, State, and Local Taxes | Feb 13 |
| 52.232-1 | Payments | Apr-84 |
| 52.232-7 | Payments under Time-and-Materials and Labor-Hour Contracts | Aug 12 |
| 52.232-8 | Discounts for Prompt Payment | Feb-02 |
| 52.232-11 | Extras | Apr-84 |

| | | |
|-----------|--|----------|
| 52.232-17 | Interest | Oct-10 |
| 52.232-23 | Assignment of Claims | Jan-86 |
| 52.232-25 | Prompt Payment | Jul-13 |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management | Jul-13 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | Jun-13 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | Dec-13 |
| 52.233-1 | Disputes, Alt. I | Dec 91 |
| 52.233-3 | Protest after Award | Aug-96 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | Oct-04 |
| 52.239-1 | Privacy or Security Safeguards | Aug-96 |
| 52.242-13 | Bankruptcy | Jul-95 |
| 52.243-1 | Changes-Fixed Price-Alt II | Apr-84 |
| 52.243-3 | Changes-Time-and-Materials or Labor-Hours | Sept 00 |
| 52.243-7 | Notification of Changes | April 84 |
| 52.244-6 | Subcontracts for Commercial Items. | Dec 13 |
| 52.246-20 | Warranty of Services | May 01 |
| 52.246-25 | Limitation of Liability-Services | Feb 97 |
| 52.248-1 | Value Engineering | Oct 10 |
| 52.249-2 | Termination for Convenience of the Government (Fixed Price) | Apr-12 |
| 52.249-8 | Default (Fixed-Price Supply and Service) | Apr-84 |

I.2-FAR CLAUSES IN FULL TEXT

FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least 15 days before the contract expires.

(End of Clause)

FAR 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 15 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 5 years and 6 months.

(End of Clause)

FAR 52.219-9 Small Business Subcontracting Plan, Alt. II (Oct. 01), DEVIATION 2013-00014 (AUG 2013)

(a) This clause does not apply to small business concerns.

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

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor.

The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns, and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes);
and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror’s official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor’s official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror’s efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business

concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through -
-

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled “Utilization Of Small Business Concerns;” or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of Clause)

I.3-APPLICABLE HSAM PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE

| Clause | Description | Date |
|-----------------------|--|-------------|
| 3052.203-70 | Instructions for Contractor Disclosure of Violations | Sep-12 |
| 3052.205-70, ALT 1 | Advertisements, Publicizing Awards, and Release | Sep-12 |
| 3052.215-70 | Key Personnel or Facilities | Dec-03 |
| 3052.219-70 | Small Business Subcontracting Plan Reporting | Jun-06 |
| 3052.219-71 | DHS Mentor-Protégé Program | Jun-06 |
| 3052.228-70 | Insurance | Dec-03 |
| 3052.242-72 | Contracting Officer's Technical Representative | Dec-03 |

I.4-APPLICABLE HSAM PROVISIONS AND CLAUSES IN FULL TEXT

HSAR 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within 15 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach

contained in the Offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012), ALT I

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but

which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

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

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

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

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

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

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the

public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

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

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

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

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

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

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

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

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

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

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

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The Offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAM 3052.209-72-ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting related to the Investigative Case Management requirement is unknown at this time.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

___ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

___ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divisions that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

(End of provision)

HSAR 3052.209-73-LIMITATION OF FUTURE CONTRACTING (JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is any contractor providing services under the ICM contract may have access to information that would prohibit them from assisting in preparing proposals for future related acquisitions.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the

work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

ADDITIONAL INFORMATION REGARDING ORGANIZATIONAL CONFLICT OF INTEREST

The following paragraphs in this section clarify the responsibilities of the Contractor regarding organizational conflict of interest.

Prior to award, the contractor must disclose immediately with its offer any relevant facts or circumstances which could give rise to an organizational conflict of interest as defined in Federal Acquisition Regulation (FAR) Subpart 9.5, in writing to the Contracting Officer.

The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the Contracting Officer no later than three working days after discovery. This disclosure shall include a description of actions which the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware, or should have been aware, of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

The contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph, in any subcontract or consultant agreement hereunder.

SECTION J-LIST OF ATTACHMENTS

Attachment 1-Statement of Objectives [Replace with Contractor's Performance Work Statement at contract award]

- *Exhibit A: ICE/HSI Investigative Case Management System Requirements-Law Enforcement Sensitive**
- *Exhibit B: ICE/HSI Business Process Deep Dive Diagrams – Law Enforcement Sensitive**
- *Exhibit C: Target Data Model for Data Migration – Law Enforcement Sensitive**
- *Exhibit D: ICE TECS Modernization SELC Tailoring Plan*
- *Exhibit E: ICE TECS Modernization ORD*
- *Exhibit F: ICE/HSI RACI Chart – Law Enforcement Sensitive**
- *Exhibit G: ICE TECS Modernization TEMP*
- *Exhibit H: ICM System Table of Work Products and Deliverables*
- *Exhibit I: ICE TRM*

Attachment 2-Performance Work Statement Template [Remove prior to contract award]

Attachment 3-RFP Question Template [Remove Prior to contract award]

Attachment 4-Non-Disclosure Agreement for Law Enforcement Sensitive Information [Remove Prior to contract award]

Attachment 5-Past Performance Questionnaire [Remove Prior to contract award]

Attachment 6-CLIN Structure [To be used to complete Section B prior to contract award]

Attachment 7-High Level Capabilities Matrix [Remove Prior to contract award]

Attachment 8-DHS 4300A Sensitive Systems Handbook Rules of Behavior

Attachment 9-Step 2 Offeror Personnel Spreadsheet

Attachment 10-BAR FORM

**Note: Exhibits are Law Enforcement Sensitive and will be distributed to qualified Offerors for Step 2 of the competition; See RFP no. HSCETC-14-R-00002, Section L, Step 2, Written Proposals for additional information.*

SECTION K-REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

K.1-PROVISIONS INCORPORATED BY REFERENCE

| Provision | Description | Date |
|------------------|---|-------------|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions | Sep-07 |
| 52.204-5 | Women-Owned Business (Other than Small Business) | May-99 |
| 52.225-20 | Prohibition on Conducting Restricted Business Operations in Sudan-Certification | Aug-09 |
| 52.222-38 | Compliance with Veterans' Employment Reporting Requirements | Sept 10 |

K.2-PROVISIONS IN FULL TEXT

FAR 52.204-8-Annual Representations and Certifications (Jan 2014)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is \$25M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

[] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. 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.

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
| | | | |
| | | | |

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 on SAM.

(End of Provision)

FAR 52.209-5 Certification Regarding Responsibility Matters (Apr 2010)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) Examples.

(i) 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 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

FAR 52.209-7 Information Regarding Responsibility Matters (Jul 2013)

(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).

“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 (FAPIIS) 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 FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

FAR 52.219-1-Small Business Program Representations (Apr 2012)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is \$25M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

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

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer 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 (b)(4)(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.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not an EDWOSB 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 (b)(5)(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.

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

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(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 (b)(8)(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.

(c) *Definitions.* As used in this provision--

“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 concern eligible under the WOSB Program.

“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 the size standard in paragraph (a) of this provision.

“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 concern,” means a small business concern --

(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.

“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.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

**FAR 52.227-15--Representation of Limited Rights Data and Restricted Computer Software
(Dec 2007)**

(a) This solicitation sets forth the Government’s known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor’s facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]—

☐ (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

☐ (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

FAR 52.222-22--Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that --

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

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

FAR 52.222-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification (Dec 2012)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

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)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 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 (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

SECTION L-INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1-PROVISIONS INCORPORATED BY REFERENCE

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (Feb 1998)

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

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

(End of Provision)

| Provision | Description | Date |
|------------------|---|-------------|
| 52.204-7 | System for Award Management | Jul-13 |
| 52.216-29 | Time-and-Materials/Labor-Hour Proposal Requirements-Non-Commercial Item Acquisition With Adequate Price Competition | Feb 07 |

L.2-PROVISIONS IN FULL TEXT

FAR 52.215-1-Instructions to Offerors-Competitive Acquisition (Jan 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the

time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person

requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

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

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

- (i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, and data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

FAR 52.216-1-Type of Contract (Apr 1984)

The Government contemplates award of a hybrid Firm-Fixed Price (FFP)/Labor-Hour (LH) contract resulting from this solicitation.

(End of Provision)

FAR 52.219-24-Small Disadvantaged Business Participation Program—Targets (Oct 2000)

(a) This solicitation contains a source selection factor or sub-factor related to the participation of small disadvantaged business (SDB) concerns in the contract.

(b) In order to receive credit under the source selection factor or sub-factor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime Contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

(End of provision)

FAR 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Department of Homeland Security
Immigration and Customs Enforcement
Attn: William Fuller
Contracting Officer
801 I Street, NW, (MAIL STOP CODE 5750)
Suite 900
Washington, DC, 20536

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.3-INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.3.1 HSCETC-14-R-00002 will be competed as a multi-step advisory down-select process. The requirements in the RFP posting are a sub-set of the entire requirements package which contains Law Enforcement Sensitive (LES requirements. The requirements provided in the RFP are sufficient to allow Offerors to prepare for the Operational Capabilities Demonstration

(OCD). The full set of requirements (including LES information) will be provided to those Offerors who participated in the OCD and choose to proceed to Step 2 of the competition. Offerors must participate in Step 1 to be eligible to receive the LES information and participate in Step 2.

One or more Contractors, whose proposal conforms to the solicitation requirements and are determined based on the evaluation criteria to represent the best value to the Government, will be chosen for contract award. If more than one contract is awarded, the Government will fund the base period of each contract. After all Contractors deliver their final Proof of Concept as a formal deliverable for the base period, the Government will only exercise Option Period 1 for one of the contracts. If only one contract is awarded, the Government may award both the base period and exercise Option Period 1 at the time of award. The Government reserves to award up to four (4) standalone contracts. The Government also reserves the right to make no award at all.

Offerors shall comply with the following instructions. Failure to do so may result in the Offeror being considered non-compliant.

L.3.1.1-Registration for Pre-Proposal Conference (Optional): The purpose of the pre-proposal conference is to present the RFP process and ICM objectives to interested Offerors. Offerors are not required to attend the Pre-Proposal Conference in order to participate in Step 1 or Step 2 of the RFP process. In addition, interested Offerors will be provided the opportunity to ask questions. The agenda, materials, and ground rules for the pre-proposal conference will be sent to Offerors who register for the event prior to the day of the pre-proposal conference. The pre-proposal conference will be held on Thursday, May 8, 2014 from 12:30-3:30 PM, EDT at the following location:

500 12th St, SW

Washington, D.C. 20024

*** Offerors should plan to arrive 45 minutes prior to the event to allow time for the security process. Offerors shall enter through the Visitor Center and will be escorted by ICE Personnel to the conference room.

Offerors who plan to attend the pre-proposal conference shall submit an e-mail (Subject: ICM Pre-Proposal Conference) to ICEICM@ice.dhs.gov by 4 PM, EDT on Tuesday, May 6, 2014 that contains the following information:

1. Name of Company
2. Full Name and Driver's License Number of each individual who will be attending on behalf of the company (Limit of 2 individuals per Offeror due to space limitations)
3. E-mail address of the company's contract representative

L.3.1.2-Receipt of Questions: Offerors shall submit all questions via e-mail to ICEICM@ice.dhs.gov using Attachment 3-RFP Question Template. All questions shall be received by 12 PM, EDT on Monday, May 12, 2014. The Government does not guarantee that any questions submitted after this date will be addressed.

L.3.1.3-Government Responses to Questions: The Government will respond to both written questions submitted during the Pre-Proposal Conference and questions submitted via e-mail by the date and time in L.3.1.2; responses will be posted on FBO.gov as an amendment to the solicitation.

Note: All questions/responses will be posted to FBO.gov; Offerors shall ensure the questions submitted are not proprietary in nature and there is no reference to a specific company or product in the questions.

L.3.2 STEP 1

Operational Capabilities Demonstration (OCD):

In order to continue on to Step 2 and receive the full list of requirements, each Offeror must perform an OCD to test and validate their system's maturity and capability in meeting the requirements of the ICE Investigative Case Management (ICM) System. These demonstrations will require each Offeror to execute a predefined scenario of critical capability and then allow the Government operators an opportunity to execute additional tasks that encompass the same system capabilities as the predefined scenario.

Steps in the OCD process are as follows:

1. Interested Offerors must respond via e-mail to ICEICM@ice.dhs.gov stating both their intent to bid and their intent to provide an OCD in Step 1 **by 5 PM EDT on Friday, May 16, 2014**; the subject of their e-mail shall be 'Intent to Bid: HSCETC-14-R-00002'. Companies who submit Late 'Intent to Bid' e-mails will be evaluated in accordance with FAR 15.208. If there are no acceptable reasons, the Offeror will not receive any further consideration in this requirement. The Government will schedule demonstrations to be held in ICE offices in the D.C. area with each Offeror that provides the proper and timely Intent to Bid email in the order the Intent to Bids are received. The Government will provide a conference room, monitor, telecom, and a wi-fi connection. If Offerors require additional equipment, they shall indicate this in their intent to bid e-mail and the Government will do its' best to accommodate the request.
2. The preplanned scenario and ground rules for the OCDs will be provided to each Offeror approximately 48 hours in advance of their scheduled demonstration. Scenarios are being distributed in this manner to ensure all Offerors have an equal amount of time to prepare for their demonstrations.

This scenario will require the Offeror to demonstrate the following system capabilities:

| <u>Capabilities to Demonstrate</u> |
|---|
| Create an office hierarchy |
| Create an agent profile |
| Create a supervisor profile |
| Assign a supervisor for each agent |
| Create and modify cases, defining access rights as needed |
| Create and modify several subjects with different characteristics, and defining access rights as needed |
| Link subjects to a case and to each other |
| Create a report of investigation (ROI), defining access rights as needed, route ROI to supervisor for approval |
| Link ROI to both a)subjects and b)cases |
| Attach a variety of files (Word, PDF, various images, video, audio, etc.) to a case and or subject. |
| Demonstrate search capability by having user search and retrieve the case, ROI, and subject records created during the demonstration |
| Demonstrate the query notification process (owning agent receives notification that the querying agent viewed case, ROI, subject record.) |
| Extract from the system (print, email, .pdf) from a case |
| Link (or “relate”) cases to other cases |
| Transfer a case to another agent |
| Close the case |
| Provide workflow notifications when documents are routed, approved, and disapproved |
| Provide two different dashboard views for agents and supervisors, including appropriate stats |
| Demonstrate first and second level approval (e.g. supervisor-->senior manager-->HQ) |
| Provide help functions |

3. Offerors will have **90 minutes** to execute the Government provided preplanned scenario.
4. A short caucus after the demonstration period will allow the Government to consider the results of the demonstration.
5. The Government will then have up to 90 minutes to operate the Offeror’s system (under the Offeror’s supervision) using the same system capabilities as listed above. During this period, the Offeror will be available to answer general questions regarding their system and how it performed during the OCD.
6. The Government will videotape the OCDs.

The result of Step 1 is an advisory down-select. After all OCDs have been conducted, the Offerors will be notified in writing as to whether they appear to be a viable competitor for Step 2. OCDs will be evaluated in accordance with Section M.2.2-STEP 1. Although all Offerors that participated in the OCD are eligible to participate in Step 2, Offerors who appear to be non-

viable based on the evaluation of their OCD are provided an opportunity at this time to make the business decision as to whether or not it is in their best interest to continue to Step 2.

L.3.3 STEP 2

L.3.3.1-WRITTEN PROPOSALS

Law-Enforcement Sensitive Information: Those Offerors who choose to proceed to Step 2 shall submit an e-mail to ICEICM@ice.dhs.gov with their intent to participate in Step 2 (Subject Line: Intent to Participate in HSCETC-14-R-00002, STEP 2); this e-mail must be received by 2:00 pm EDT on the third business day of receipt of the viable/non-viable down-select letter. The e-mail must include a completed Attachment 9-Step 2 Offeror Personnel Spreadsheet (See Section H.6.1-Security Requirements of the Solicitation for additional information on the security process for Step 2 LES Information). Companies who submit an 'Intent to Bid' e-mail for Step 2 and Attachment 9 late will be evaluated in accordance with FAR 15.208. If there are no acceptable reasons, the Offeror will not receive any further consideration in this requirement.

Offerors shall submit the completed Attachment 9-Step 2 Offeror Personnel Spreadsheet in an encrypted password protected file (password sent in separate e-mail) as this information is Personally Identifiable Information (PII) and will be handled accordingly by the Government. The Offeror will be notified if there are any personnel that shall be denied access to LES information. In addition, the Offeror and each person who is approved for LES access will be required to sign a non-disclosure agreement (NDA) with the Government before being provided the full set of 'Law Enforcement Sensitive' requirements (See Attachment 4-Non-Disclosure Agreement).

Offerors who sign an NDA will be issued the full set of requirements and other pertinent LES documents: Offerors shall only provide the full set of requirements and other LES documents to those individuals within their company that signed the NDA for individuals. The LES information will be provided to all qualified (based on screening and signed NDA) Offerors at the same time and they will be notified of the deadline for submittal of final questions.

Upon receipt of the LES information, the Offerors will have seven (7) days to submit final questions via e-mail to ICEICM@ice.dhs.gov using Attachment 3-RFP Questions Template. The Government does not guarantee responses to questions received after the seven (7) days.

Note: All questions/responses will be provided to all interested Offerors that are participating in Step 2; Offerors shall ensure the questions are not proprietary in nature and there is no reference to a specific company or product in the questions.

All Offerors will have 30 days from receipt of the LES information to provide Step 2 written proposals: **Past Performance Questionnaires will be due 15 days from receipt of the full set of requirements and other pertinent LES information.** Specific due dates/times for questions and written proposals will be provided via an amendment to the solicitation.

The Government will evaluate each Offeror's understanding of the Government requirements and ability to perform the work on the basis of its proposal in accordance with Section M. It is the Offeror's responsibility to provide information and evidence that clearly demonstrates its ability to satisfactorily respond to the solicitation requirements.

The Government reserves the right to make award without discussions.

L.3.3.2-STEP 2 PROPOSAL Submission and FORMAT

All Offerors shall submit their proposals in accordance with the format and content specified below.

- **Proposal File Packaging** – Hard copies shall be submitted in three ring binders (see “Proposal Contents” below for the contents of each “Binder”). All printed proposals shall be double-sided. Electronic copies shall be submitted on a CD with file names that are consistent with the volume of the proposal. All electronic files submitted via a CD shall be submitted as Acrobat (PDF) files except for the Price Summary Table in the Business and Price Proposal (Volume III), which shall be in Microsoft Excel 2010 (.XLS), and the Contractor Work Breakdown Structure (CWBS) (Volume 1), which shall be in Microsoft Excel 2010.
- **Proposal Formatting** - The submission shall be clearly indexed (with a Table of Contents in each volume) and logically assembled. Each proposal section shall be clearly identified. All pages of each proposal section shall be appropriately numbered and identified by the complete company name, date, and solicitation number in the header and/or footer. Page size shall be no greater than 8½" x 11." The top, bottom, left and right margins shall be a minimum of one inch each. Font size shall be no smaller than 12-point. Arial or New Times Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size, or a “Narrow” font, not less than 8-point, and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement. Footnotes to text shall not be used. Pages in violation of these instructions, either by exceeding margin, font, or spacing restrictions, or by exceeding the total page limit for a particular volume will not be evaluated.
- **Proposal Page Limitations** – Page limitations for each proposal volume are identified in Table 1 below in “Proposal Contents.” If the Offeror submits annexes, documentation, or attachments not specifically required by this solicitation, those will count against the Offeror's page limitations unless otherwise indicated in the Proposal Contents identified below. The page count will be determined by counting the pages in the order they are viewed in the print layout view. Pages that exceed the page limits specified below will not be evaluated.

L.3.3.3-STEP 2 PROPOSAL CONTENTS

Offerors are required to submit sufficient information to enable evaluation personnel to fully ascertain capabilities of the Offeror to perform the requirements. Proprietary information shall

be clearly marked. Documentation pertaining to each evaluation factor shall be confined to the appropriate proposal volume in order to facilitate independent evaluation. No cost information shall be presented in any part of the proposal except the Business & Price Proposal volume. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The proposal must clearly and convincingly demonstrate that the Offeror has a thorough understanding of the requirements, the associated risks, and has practical solutions for all requirements and potential risk areas. The Offeror must include the data necessary to illustrate the adequacy of the various assumptions, approaches, and solutions to problems. Failure to positively address a requirement may be considered a deficiency. **Statements that the prospective Offeror understands, can or will comply with the requirements, and paraphrasing of the requirements without supporting explanation are considered inadequate and may render a rating of Unacceptable.**

To aid in the evaluation of competitive proposals, all proposals shall follow the same general format.

The Offeror's written proposal shall consist of three (3) volumes:

- Volume I: Technical Proposal
- Volume II: Past Performance
- Volume III: Business & Price Proposal

L.3.3.4-STEP 2 PROPOSAL DUE DATE, TIME, AND LOCATION

The Offeror shall submit two (2) three-ring Binders:

- Binder 1 shall include Volume I and Volume II only. Five (5) hard copies and five (5) CDs shall be submitted in accordance with the date, time and mail delivery instructions below.
- Binder 2 shall include Volume III only. Three (3) hard copies and three (3) CDs shall be submitted in accordance with the date, time and mail delivery instructions stated below.

MAIL DELIVERY INSTRUCTIONS

Due Date: TBD (Established via an amendment to the solicitation after additional LES information is distributed to qualified Offerors)
Note: Past Performance Questionnaires will be due 15 days from receipt of the full set of requirements and other pertinent LES information.

Time: 10:30 A.M. EDT

Location: USICE Office of Acquisition Management
 Attention: Bethany Stutler
 801 I St. NW
 Suite 900, Mail Stop Code 5750
 Washington, DC 20536

All mail and packages are now comprehensively screened at DHS' Consolidated Remote Delivery Site (CRDS) before delivery to ICE headquarters facilities. While ensuring mail and packages are safe, CRDS screening delays deliveries by one to five days. Therefore, in order to meet the due date and time as specified in the RFP, Offerors will need to take the following steps:

- 1) Submit its proposal via a delivery service that utilizes a tracking mechanism and delivery receipt/confirmation (i.e., FedEx, UPS, etc.);
- 2) Ensure the Mail Stop Code 5750 is included in the address on the label;
- 3) Send the tracking number ahead of time to the CRDS at info@crdsmail.com so that they can flag it on the loading dock to ensure that the package gets on the bio sample for the same day and expedite delivery to the Contracting Office; cc: the Contract Specialist on the e-mail; and
- 4) E-mail a copy of the signed receipt for accepting the package to the designated Contract Specialist above to establish the delivery date/time to the Government. Delivery date/time must be on or before the due date/time listed above.

Proposals submitted through the US Postal Service shall be mailed to the address noted above. Proposals must be sent via certified mail, return receipt requested, or registered mail so that a tracking number can be utilized. Because of tightened security measures, this method of delivery is **strongly discouraged**. Packages arriving through the postal service are screened and may be damaged prior to receipt at ICE. These actions and other uncertain delays are probable and outside the control of ICE, which may mean that a proposal may be inadvertently eliminated from the competition.

A summary of the submission requirements for each Volume is shown in the Table 1 on the following page:

Table 1: Summary of Submission Requirements

| BINDER | COPIES | VOLUME | VOLUME TITLE | PAGE LIMIT | |
|--------|--|--------|--------------------------------------|---|--|
| 1 | Five (5) Hard Copies Five (5) CDs (Files shall be .PDF, except CWBS) | I | <i>Technical Proposal</i> | 35 Pages | |
| | | | | <p>Included in 35-Page Limit:</p> <p><u>Tab 1: Technical Information</u></p> <ul style="list-style-type: none"> Solution Details Gap Analysis and Response to Attachment 7-High Level Capabilities Matrix <p><u>Tab 2: Management Information</u></p> <ul style="list-style-type: none"> Delivery Approach Staffing Approach <u>Unpriced</u> Basis of Estimate | <p>Excluded from 35-Page Limit:</p> <ul style="list-style-type: none"> Table of Contents, Title/Cover Pages, Acronym List, if provided <p><u>Tab 1: Technical</u></p> <p>Appendix A – Performance Work Statement (No Page Limit)</p> <p><u>Tab 2: Management</u></p> <p>Appendix B – Key Personnel Resumes (Limited to 2-Pages per resume)</p> <p>Appendix C – Quality Assurance Surveillance Plan (QASP) (Limited to 20-Pages)</p> <p>Appendix D--Hardware/Software License Agreements (No Page Limit)</p> |
| 1 | Five (5) Hard Copies Five (5) CDs (Files shall be .PDF) | II | <i>Past Performance</i> | 6 pages Total: Tab 1: Project Summary (2 pages per project) Past Performance Questionnaires are not included in the page limit | |
| 2 | Three (3) Hard Copies Three (3) CDs (CLIN Structure shall be .XLS; All other files shall be .PDF) | III | <i>Business & Price Proposal</i> | No Page Limits (Includes SF 1449, Attachment 6-CLIN Structure, Supporting Documentation, Small Business Subcontracting Plan, and Exhibit A of the SOO-ICE/HSI Investigative Case Management System Requirements-LES) | |

L.3.3.5-VOLUME I – TECHNICAL PROPOSAL

The Offeror shall address the following in their Technical Proposal:

Tab 1: Technical Information

Solution Details- The Offeror shall detail its solution to include the products (hardware and software), high level system architecture including infrastructure, and the proposed hosting environment. The Offeror shall clearly define the steps involved for executing the proposed solution, and any assumptions.

For any software or hardware identified, the Offeror shall provide the following:

- For all proposed products, the Offeror shall describe what requirement the proposed products will be used for and if the item is listed on the ICE Technical Reference Model (TRM).
- *If* the product does not exist on the ICE TRM, the Offeror may propose another Commercial-Off-The-Shelf (COTS)/ (Government-Off-The-Shelf (GOTS) product so long as they provide the following information for each product:
 - Product name and type (COTS or GOTS) under which the item is being submitted.
 - Part/model or version number.
 - Name of manufacturer.
 - Description of all customizations to be made to this item in order to comply with contractual requirements. Production status information (i.e. if the product is currently supported by the manufacturer).
 - Mitigation strategy for what Offeror will do if the proposed COTS/GOTS product fails the certification and accreditation process or does not meet the technical requirements to be used with the ICE environment (Note: Any COTS/GOTS products not on the ICE TRM must go through the ICE process to become a part of the ICE TRM).
 - The Offeror shall justify the use of proprietary, vendor unique, or closed components, including but not limited to COTS, and interfaces in current or future designs. The Offeror shall define its process for identifying and justifying proprietary, vendor-unique, or closed interfaces, code modules, hardware, firmware, or software to be used.
 - The Offeror shall describe how it will employ hardware and/or software portioning or other design techniques to isolate all proprietary, vendor-unique portions of the interfaces, hardware, firmware, and modules – at the lowest subsystem or component level.

- The Offeror shall identify the steps it will take to ensure that the system development does not restrict or limit the Government's ability to replace or upgrade system elements or provide enhancements to the ICM through a competitive process.

If it is a GOTS product not on the ICE TRM, the Offeror shall provide the following additional information:

- Name of Government agency, program name, contract number, date and location of delivery, and date of Government acceptance.
- Availability of the item for inspection and/or testing during the pre-award period. Provide location, period of availability, and point of contact for coordination of Government inspection and/or testing.
- Certification from the Contractor that it has been granted permission to use the GOTS product and the GOTS product will be available for the entire contract period of performance if the Offeror is awarded a contract.

For the high level system architecture, the Offeror shall provide the following:

- A description of the logical system architecture for the proposed product including any associated system graphics or diagrams for the high level systems architecture.
- A description of how their solution architecture would implement the capabilities required by the SOO constraints identifying any performance or schedule risks to achieving the required functionality by the IOC September 2015.
- A Comprehensive System Diagram of the entire proposed system that depicts all technical components, and demonstrates an understanding of how the proposed system complies with the SOO and will integrate within the existing ICE infrastructure.

Gap Analysis and Response to High Level Capabilities

Responses to High Level Capabilities: Offerors shall complete Attachment 7-High Level Capabilities Matrix to validate the existing solution's capabilities in meeting the business, mission, and technical capabilities of the SOO. The Offeror must provide a clear explanation of **HOW** its ICM system addresses each capability. Simple statements of compliance without explanation are not considered adequate. For capabilities not yet available with the proposed system, the Offeror shall address the specific Level of Effort (LOE) required to deliver the system capability, schedule impact, and the Offeror's approach to delivering the requirement on time and on budget.

Gap Analysis: The Offeror shall detail its systems approach to resolving any performance (mission or technical) gaps identified in its' response to Attachment 7-High Level Capabilities Matrix. A gap is considered any area where the Offeror determines it cannot address 100% of the IOC capability. The systems approach shall describe configuration,

customization or coding required to resolve the gap, identification of any risks associated with resolving the gap, a risk management and mitigation approach for the risks identified, and a milestone schedule for addressing the gap.

Appendix A: Performance Work Statement (PWS)

The Offeror shall provide a Performance Work Statement (PWS) in response to the Statement of Objectives (SOO) for incorporation into Section C of the resulting contract. Contractors shall use Attachment 2-Performance Work Statement Template for their PWS. The PWS shall include, at a minimum, the following:

- **A Response to Attachment 1-Statement of Objectives (SOO):** The PWS shall include the Offeror's approach to delivering the ICM-unique mission and technical requirements detailed in the SOO.
- **A Milestone Schedule:** The Offeror shall propose a Milestone Schedule for the contract and system deliverables to include the proposed release schedule. The Offeror shall provide a release schedule that complies with all objectives identified in SOO in order to meet the code freeze and to eliminate ICE's dependency on the CBP Mainframe as soon as possible.
- **Contractor Work Breakdown Structure (CWBS):** The Offeror shall provide a draft CWBS that fully defines the hierarchical (three-level) decomposition of discrete, outcome-based, work packages associated with its' proposed solution. The CWBS shall include a draft WBS Dictionary that includes descriptions of work and will reference Capability Name and SOO section number, products, and the estimated duration of activities. The CWBS shall map to the Offeror's PWS.

Tab 2-Management Information

Delivery Approach-The Offeror shall provide details about its approach to delivering the ICM solution on time, within budget, and within the constraints outlined in Attachment 1-Statement of Objectives. The Offeror shall describe any unique characteristics of the proposed delivery approach.

Staffing Approach – The Offeror shall provide its approach to ensuring the ICM effort is appropriately staffed with personnel who have the necessary experience and expertise to successfully adapt the proposed ICM solution to the ICE environment in a timely manner. Proposed personnel should possess a depth of experience with the proposed product to facilitate a short learning curve in the ICE environment. The Offeror shall provide a staffing plan which demonstrates how it will ramp up its personnel to support this effort. The plan shall discuss the qualifications of the proposed staff and how their expertise will allow the Offeror to begin customization immediately upon contract award. The Offeror shall also explain how they plan to ensure the proposed staff will be eligible to pass the required security clearance process. In addition, the Offeror shall provide the following for proposed Key Personnel:

Appendix B – Key Personnel Resumes

The Offeror shall provide resumes and a commitment letter for each Key Personnel position identified in Section 7.7 of Attachment 1-Statement of Objectives to demonstrate the Offeror's ability to fill the key personnel positions.

Unpriced Basis of Estimate (BOE)-The Offeror shall provide an Unpriced BOE (excluding any pricing information) that explains the level of effort used to calculate the price for CLINs XX01 (Proof of Concept-Base Year, Labor for Option Period 1-Transition-In and IOC, and Labor for Option Period 5-Transition-Out)) and CLINs XX05 (O&M for Option Years 2, 3, 4, and 5).

The BOE shall include the following:

- ✓ *The Contractor Work Breakdown Structure (CWBS) element and related labor categories and number of hours. Note: The basis of the CWBS is the CLIN Structure in Attachment 6-CLIN Structure.*

Appendix C – Quality Assurance Surveillance Plan (QASP)

Offerors shall provide a QASP that describes how systematic quality assurance methods and standards are used to ensure requirements and contractor performance metrics in this contract are met so that the Government receives the quality of services called for in the Contractor's proposed PWS and incorporated in the Contract.

Appendix D-Hardware/Software License Agreements

The Offeror shall submit a license agreement for each hardware and/or software product proposed for its' solution. The license agreements proposed by the Offeror shall be negotiated as though the Government was the licensee. The Offeror shall ensure that each license is in accordance with Federal laws and meets the requirements identified in section H. Areas that should be addressed in relation to the license being compliant with Federal law are as follows, but not limited to: Patent or other type of intellectual property indemnity; general indemnity; arbitration; venue and jurisdiction; equitable remedies; automatic renewals or options; audits; attorney fees and costs; termination; and order of precedence. The Offeror shall explain how the proposed license agreements are in accordance with Federal law.

The Offeror shall propose the extent to which the rights in the hardware or software licenses offered to the Government ensure unimpeded, innovative, and cost effective production, operation, maintenance, and upgrade of the ICM through its life cycle. The Offeror shall explain how each of the licenses proposed does *not* limit the Government's ability to maintain or upgrade the system by the government (to include use by the Government's Contractors).

L.3.3.6-VOLUME II –PAST PERFORMANCE**TAB 1: Past Performance**

Project Descriptions: The Offeror shall identify three (3) contracts/task orders with the Federal Government and/or commercial customers that demonstrate recent and relevant past performance. Recent is defined as performed within the last (3) three years of the date of RFP issuance with a minimum of six months of work performed. Relevant is defined as past performance that exhibits similar experience with:

- Program complexity;
- Size/capacity of the solution (approximately 1.005 TB in size, supporting 6,000-10,000 concurrent users);
- Scope (preferably with a law enforcement investigative case management solution) and technical environment (defined as responsibility for a large COTS implementation and configuration effort); and
- Contract value.

The Offeror shall provide the following information in connection with each of the past performance projects identified:

- a) Project title
- b) Description of the project
- c) Government Agency/Organization
- d) Contracting Officer's Representative's (COR) name, address, and phone number
- e) Contracting Officer's (CO) name, address, and phone number
- f) Point of Contact Information (Name, phone number, e-mail) for Past Performance Questionnaire
- g) Contract and, if applicable, task order number
- h) Current status, e.g., completed and/or if in progress, start and estimated completion dates
- i) Dollar value and type of contract
- j) Name of company being referenced
- k) Align the relevance of the example provided to the SOO Scope requirement
- l) Key personnel (please highlight those individuals who worked on the relevant project(s) and are also being proposed for this effort)
- m) A brief narrative of why you deem the reference was a successful engagement.

Past performance examples may include information on efforts performed by other divisions, corporate management, and major subcontractors and/or teaming partners (defined as supplying 25% or more of the proposed work to be performed), if such information is relevant to the subject acquisition and will influence the performance of the proposed effort. Offerors shall submit written consent from its proposed subcontractors and/or teaming partners to allow the Government to discuss the subcontractors' past performance evaluation with the Offerors.

Past Performance Questionnaires: The Offeror should also provide one Past Performance Questionnaire (Attachment 5-Past Performance Questionnaire) for each of the projects listed in the past performance section. The Offeror's references shall complete the Past Performance Questionnaire and e-mail the completed form directly to the ICE Contract Specialist via e-mail at ICEICM@ice.dhs.gov. The Past Performance Questionnaires will be due fifteen days after Offerors receive the LES requirements as part of Step 2; the specific date/time will be communicated via an amendment to the solicitation. Past Performance Questionnaires received after the specified due date may not be considered by the Government.

Additional Information: The Government may also consider information obtained through other sources including data found in the Contractor Performance Assessment Reporting System (CPARS) and Past Performance Information Retrieval System (PPIRS). Past performance information will be utilized to determine the quality of the Contractor's past performance as it relates to the probability of success of the required effort.

The Government reserves the right to contact the Offeror's references and any other parties in order to verify and obtain past performance information. If the Point of contact (POC) is no longer available as a Past Performance reference, the Offeror shall include the most recent POC.

L.3.3.7-VOLUME III –BUSINESS & PRICE PROPOSAL

It is anticipated that pricing and award of this acquisition will be based on adequate price competition. As such, Offerors are not anticipated to submit certified cost or pricing data unless they are required as a result of negotiations. Complete submission of all requested data is critical.

Tab 1. Administrative Summary

The Offeror shall provide the following:

- A completed and signed SF33 for the basic solicitation and any amendments.
- The Offeror's TIN, DUNS, and CAGE code.

- Names, titles, telephone and fax numbers, and e-mail addresses of persons authorized to bind the Offeror to its proposal in connection with this RFP.
- Any deviation from normal proposal practices must be fully explained in detail and supported. If the Offeror's propose to deviate from any of the terms and conditions in the RFP, the Offeror shall identify the section, and provide Offeror-unique language with the proposal to ensure a clear understanding on the Government's part. Any deviations from the RFP requirements without full detailed explanation(s) and language to be incorporated into the resultant contract will not be considered. This is also applicable to any subcontractor and/or teaming partner.

The Offeror shall include any requested waivers of any solicitation provisions or contract clauses and describe any exemptions from or deviations to any other solicitation requirements.

Tab 2. Price Proposal

- **CLIN Structure/Pricing**

Offerors shall only fill-in the pricing of each CLIN in Attachment 6-CLIN Structure except for those CLINs where the Government has provided Not-to-Exceed (NTE) amounts. The Offeror shall also provide a total amount for the base and each option period in addition to the total amount of the overall contract in Attachment 6-CLIN Structure. Should the offeror receive an award, the Government will use Attachment 6-CLIN Structure to complete Section B.

The following are instructions on how to fill out Attachment 6-CLIN structure in addition to supporting information that should be submitted as part of the price proposal:

CLIN XX01 (Proof of Concept and Labor for Transition-In, IOC Labor, and Transition-Out)- Offerors shall provide a firm-fixed price (FFP) in addition to the Level of Effort (LOE) required to support the FFP being proposed. The FFP for CLIN 0001 (Proof of Concept) shall not exceed \$400K. To facilitate an understanding of the LOE the Offeror used to calculate the FFP, the LOE should be easily tracked to the CLIN and the Basis of Estimate provided in Sub-Factor 1, Management Approach.

CLINs XX02 (ICM Software License)- Offerors shall provide a unit, number of units, unit price and total FFP for the annual ICM Software License. In addition, Offerors shall provide detailed information on the pricing such as the type of licenses (i.e. enterprise, site, concurrent user, etc.), number of users, and upgrades, etc. to be included as part of the FFP.

CLINs XX03 (Other Direct Costs)- The Offeror shall provide a NTE amount in addition to a detailed cost estimate for hardware/ additional software regardless of whether it is listed on the ICE TRM. Offers shall provide support for any indirect burdens, or factors applied to Other Direct Costs. Profit shall not be applied to ODCs. Contractors may apply indirect costs to ODCs in accordance with the Contractor's usual accounting practices consistent with FAR 31.2.

CLINs XX04 (Travel)- No additional documentation is needed as the Government has provided NTE amounts for travel.

CLINs XX05 (Operations and Maintenance)- Offerors shall provide a monthly unit price and total FFP in addition to the Level of Effort (LOE) required to support the FFP being proposed. To facilitate an understanding of the LOE the Offeror used to calculate the FFP, the LOE should be easily tracked to the CLIN and the Basis of Estimate provided in Sub-Factor 1, Management Approach.

CLIN XX06 (Optional System Enhancements)- The Offeror shall provide the labor rates for the labor categories/descriptions provided by the Government in Attachment 6-CLIN Structure. The Government has provided the number of hours for each labor category. The Offeror shall also provide a NTE amount for each Labor Category by multiplying the set number of hours (provided by the Government) by the hourly rate (provided by the Offeror). In addition, the Offeror shall provide a Not-to-Exceed amount for CLIN XX06 by totaling the FFP for each labor category.

CLIN XX07 (Hosting)-If Offeror is proposing hosting the solution at a site other than the DHS Data Center, the Offeror shall provide the unit, unit price, and number of units used to calculate the FFP. In addition, the Offeror shall provide additional information to support the FFP being proposed.

Note: Offerors shall only fill-in the cells in Attachment 6 that are highlighted in YELLOW. All other cells have been filled in with information provided by the Government or auto-calculated formulas.

Appendix F- Subcontracting Plan (Only applicable to large businesses proposing as the prime contractor) Prepare and submit a small business and small disadvantaged business subcontracting plan, as prescribed in FAR 52.219-9 and explain how it meets the following ICE established subcontracting goals:

- (a) Small Business (SB) concerns: 45%
- (b) HUBZone concerns: (3%)
- (c) Service Disabled Veteran Owned Small Business (SDVOSB) concerns: (3%)
- (d) Small Disadvantaged Business (SDB) concerns: (5%)
- (e) Women Owned Small Business (WOSB) concerns: (5%)

The Offeror shall also explain their proposed participation in the DHS Mentor-Protégé Program and indicate whether they possess a signed mentor-protégé agreement from the DHS OSDBU.

If the Offeror will not meet any of the identified subcontracting goals or does not propose participation in the DHS Mentor-Protégé Program, the Offeror shall provide an explanation as to why it cannot meet the identified goal(s) and/or why it is not proposing participation in the DHS Mentor-Protégé Program.

The subcontracting plan must be accepted by the Contracting Officer prior to award, and shall be made a part of any resultant contract.

- Provide a record of previous performance in carrying out the goals of subcontracting plans during the past five (5) years.
- Include a copy of the Offeror's FY09-13 SF295 and SF295 subcontract reports.
- If the Offeror has had no previous contracts requiring a subcontracting plan, please include a statement to that effect in the proposal.

Additional Subcontracting Information-The Offeror shall identify any subcontractors and/or teaming partners who will be involved with the performance or management of the program work. If teaming partners or subcontractors are proposed, identify the name, size status, place of performance, proposed work description, and percentage of the total proposed cost for each subcontractor/teaming partner in a table similar to the one below. Also, provide a definition of the legal relationship between the entities if it is other than a Prime/subcontractor relationship. Offerors shall also indicate any planned participation in the DHS Mentor-Protégé Program.

Table: Subcontractor & Teaming Partners

| CONTRACTOR NAME (Prime, Teaming Partner or Subcontractor) | SIZE STATUS | PLACE OF PERFORMANCE | BRIEF WORK DESCRIPTION | % OF TOTAL PROPOSED PRICE |
|---|----------------|-------------------------|---------------------------|---------------------------------|
| | | | | |
| | | | | |

- **Affirmation of Full System Requirements**-Offerors shall positively affirm their agreement with the requirements in the following areas:
 - Offerors will include a completed Exhibit A of the SOO-ICE/HSI Investigative Case Management System Requirements-LES as part of the Business Proposal. Exhibit A-ICE/HSI Investigative Case Management System Requirements is an expanded set of detailed requirements that must be completed by the Offeror in accordance with the instructions contained in Exhibit A-ICE/HSI Investigative Case Management System Requirements-LES. The Offeror must provide a written statement affirming that their completed and submitted Exhibit A-ICE/HSI Investigative Case Management System Requirements-LES represents their understanding and intention to fulfill those full system requirements. The Exhibit A-ICE/HSI Investigative Case Management System Requirements-LES will become part of the resulting contract.

- **Assumptions/Other**-Justification for any costs that are not identified elsewhere in the price proposal that are directly related to this requirement should be identified, explained, and supported in this section. The Offeror shall also identify any pricing assumptions. The Offeror shall identify whether the proposed system will require the use of Government Furnished Property not otherwise specified in this solicitation in the performance of the contract, and if so, what property.

L.3.4 Procurement Support Contractors: Offerors are advised that the Government will utilize the services of The MITRE Corporation (MITRE) to assist during the source selection. MITRE is a non-profit Federally Funded Research and Development Center as established in FAR 35.017. The exclusive responsibility for source selection will reside with the Government. Proprietary information submitted in response to this solicitation will be protected from unauthorized disclosure as required by Subsection 27 of the Office of Procurement Policy Act as amended (41 U.S.C. §§ 2101-2107 et seq.) (hereinafter referred to as "the Act") as implemented in the FAR. The MITRE Corporation is bound contractually by Organizational Conflict of Interest and disclosure clauses with respect to proprietary information. Contractor personnel assisting in the proposal evaluation are procurement officials within the meaning of the Act, will take all necessary action to preclude unauthorized use or disclosure of a competing Contractor's proprietary data, and will have signed Non-Disclosure Agreements (NDAs).

SECTION M-EVALUATION FACTORS FOR AWARD

M.1-PROVISIONS INCORPORATED BY REFERENCE

| Provision | Description | Date |
|------------------|---|-------------|
| 52.217-4 | Evaluation of Options Exercised at Time of Contract Award | June 88 |
| 52.217-5 | Evaluation of Options | July 90 |

M.2-EVALUATION FACTORS FOR AWARD

M.2.1-Evaluation Factors for Award.

The Government intends to evaluate proposals and award upon initial proposals. Therefore, the Offerors initial proposal should contain the Offerors best terms from a cost or price and technical standpoint. For evaluation purposes the base period plus all five (5) options will be evaluated together.

The evaluation factors for this solicitation are:

1. Technical
 - a. Technical Approach
 - b. Management Approach
2. Past Performance
3. Business and Price

M.2.2-Relative Importance of Factors

Factor 1 (Technical) is more important than Factor 2 (Past Performance).

Sub-factor 1-Technical Approach is more important than Sub-Factor 2-Management Approach. An overall rating will be assigned to Factor 1 (Technical). Elements under each sub-factor are of equal importance.

Factor 2 (Past Performance) is more important than Factor 3 (Business & Price).

Factors 1 and 2, when combined, are more important than Factor 3, Business & Price.

However, the Government will not make an award at a significantly higher overall cost to the Government to achieve only slightly superior technical capability. As the non-priced factors of competing proposals become comparable, Business and Price will become more important in any trade off decisions in deciding an award(s).

M.2.3-Basis of Award

The determination of best value will be made by comparing the differences in the ratings for the Technical Factor, Past Performance Factor with the proposed Business and Price Factor. The Government will make this assessment through trade-off analysis of benefits of superior abilities, ability and probability of successful contract performance versus the added cost. Overall cost to the Government may become the ultimate determining factor for award of the contract as proposals become more equal based on other factors.

One or more Contractors, whose proposal conforms to the solicitation requirements and are determined based on the evaluation criteria to represent the best value to the Government, will be chosen for contract award. If more than one contract is awarded, the Government will fund the base period of each contract. After all Contractors deliver their final Proof of Concept as a formal deliverable for the base period, the Government will only exercise Option Period 1 for one of the contracts. If only one contract is awarded, the Government may award both the base period and exercise Option Period 1 at the time of award.. The Government reserves to award up to four (4) standalone contracts. The Government also reserves the right to make no award at all.

M.3-Evaluation Process

M.3.1-STEP 1 (OPERATIONAL CAPABILITIES DEMONSTRATION) EVALUTION CRITERIA

Each Offeror's Operational Capabilities Demonstration (OCD) will be evaluated using the following factor to determine their current solution's viability:

- FACTOR 1: Maturity of the Offeror's current system to meet the requirements of the OCD:

The Offeror's ICM system must demonstrate a high level of existing capability to meet the requirements of the OCD. Step 1 is meant to provide an advisory down-select to Offerors with the potential for success at an acceptable level of risk.

The system proposed by the Offeror during the OCD will be evaluated as to whether or not they have demonstrated the ability to meet the requirements of the preplanned scenario provided by the Government, and whether they are likely to be a viable competitor in accordance with the criteria set forth below. These criteria will be used to rate each Offeror's OCD.

1. The degree to which the proposed *investigative* case management system demonstrates existing ("out of the box") capability to substantially meet the system capabilities of the pre-planned scenario of the OCD with a potential for success in Step 2 at an acceptable level of risk.

The Contracting Officer will notify each Offeror, in writing, by e-mail of the results of their OCD evaluation. Offerors who are notified that they are unlikely to be a viable competitor are encouraged to evaluate their likelihood of receiving an award and decision to continue to Step 2. Any Offeror who provides an OCD in Step 1 may participate in Step 2.

M.3.2-STEP 2 EVALUTION FACTORS

Proposals will be evaluated using the following three (3) factors to make a best value determination:

- FACTOR 1: Technical
 - Sub-factor 1: Technical Approach
 - Sub-factor 2: Management Approach
- FACTOR 2: Past Performance
- FACTOR 3: Business & Price

The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

The Government will rank Offerors.

M.3.3-FACTOR 1: TECHNICAL

Sub-Factor 1: Technical Approach

The Technical Approach Sub-Factor will be evaluated on the degree to which the Offeror's proposal demonstrates the following:

- **Solution Details:** The degree to which the solution details (including hardware, software, high level system architecture, and hosting) demonstrate the proposed solution can be delivered on schedule, within budget, and within the constraints of the SOO. The degree to which the solution permits the Government to replace or upgrade the system or add enhancements through a competitive process and limits the use of proprietary or vendor-unique hardware/software in solution development
- **Gap Analysis and Response to High Level Requirements:** The degree to which the Offeror's completed Response to Attachment 7-High Level **Capabilities Matrix** validates the existing solution's capabilities in meeting the business, mission, and technical capabilities of the SOO. The degree to which the **Gap Analysis** thoroughly identifies potential performance gaps and provides a viable plan (to include identified risks, risk mitigation strategies, and milestone schedules) to bridge these gaps. The Government will also evaluate the degree to which the proposed schedules are realistic and achievable in support of the Government's requirement to achieve code freeze and IOC

- **Performance Work Statement:** The degree to which the proposed **PWS** provides a comprehensive solution to delivering the ICM-unique mission and technical requirements detailed in the SOO; the degree to which the proposed milestone schedule supports ICE's objectives of eliminating its dependency on the CBP Mainframe by the date specified in the SOO; the degree to which the Contractor Work Breakdown Structure (CWBS) supports its proposed solution

Sub-Factor 2: Management Approach

The Management Approach Sub-factor will be evaluated based on the following:

- **Delivery Approach:** The degree to which the Offeror's **Delivery Approach** demonstrates an ability to deliver the ICM solution on time, within budget, and within the constraints outlined in Attachment 1-Statement of Objectives.
- **Staffing Approach:** The degree to which the Offeror's **Staffing Approach**, including the proposed Key Personnel, demonstrates the Offeror's commitment to providing hands-on personnel with the experience and expertise necessary to successfully adapt the proposed ICM solution to the ICE environment in a timely manner.
- **Unpriced Basis of Estimate:** The degree to which the **BOE** demonstrates that the Offeror has reviewed and understands Attachment 1-Statement of Objectives and all associated deliverables and has accurately assessed the required resources to support the efforts to complete the work to be performed and deliver the proposed solution.
- **QASP:** The degree to which the systematic quality assurance methods and standards ensure requirements and contractor performance metrics in this contract are met so that the Government receives the quality of services called for in the Contractor's proposed PWS and incorporated in the Contract.
- **Hardware/Software License Agreements:** The degree to which the terms and conditions of the proposed **Software and/or Hardware license agreement(s)** align(s) with Federal law and complies with section H. The degree to which the license agreement does not limit the Government's ability to maintain or upgrade the system by the Government (and its' support Contractors). The degree to which the type of annual license proposed (enterprise, user, site, etc.) is beneficial to the Government in terms of cost and ability to meet mission and technical requirements.

M.3.4-FACTOR 2: Past Performance

The Government will evaluate the Offeror's and (if applicable) major subcontractor's and/or major teaming partner's past performance based on a two-step process. The first step will evaluate the relevancy and recency of the past performance information. The results of the relevancy and recency evaluation will then be evaluated for Confidence in Future Success.

Major subcontractors and major teaming partners are defined as supplying 25% or more of the proposed work to be performed.

The Past Performance evaluation will be based on the degree to which the Contract descriptions, Past Performance Questionnaires, and other past performance information indicate:

- Relevance (STEP 1) The degree to which the Offeror's and Major subcontractor's past performance demonstrates relevant/recent experience compared to this project in terms of similar size, scope, and complexity. The degree to which the Offeror's and Major subcontractor's past performance demonstrates a similar technical environment (defined as the deployment and use of your ICM system in an *investigative* law enforcement environment). If the experience described by the Offeror required subcontracting or other external resource usage, these relationships must be clearly explained and quantified.
- Confidence in Future Success (STEP 2): The degree to which the Offeror's and Major subcontractor's recent and relevant past and present performance predicts successful future performance for this project. The degree to which the Offeror consistently delivers quality services and products in a timely and cost-effective manner on relevant/recent projects.

If the Offeror lacks a record of recent/relevant past performance, it will receive a Neutral past performance rating.

M.3.5-FACTOR 3: Business and Price

The Offeror's Business & Price proposal will not receive an adjectival rating. The Offeror's business & price proposal will be evaluated using one or more of the techniques defined in FAR 15.404-1(b). In accordance with FAR 15.403-1(c)(1), the Government anticipates there to be adequate price competition to establish a fair and reasonable price. However, the Government may also use one or more of the technique's outlined in FAR 15.404-1(b) to ensure a fair and reasonable price.

For purposes of determining the best value, the evaluated price will be the sum of the base year and all five (5) options periods.

The price proposal will also be compared to the Basis of Estimate in the Technical Approach for consistency and understanding of the contract requirements.

Price will not be scored, however it will be considered a factor in the best value determination. Proposals will be evaluated for completeness and reasonableness as follows:

- **Completeness:** All information/data required by the RFP has been submitted, tracks to the requirements, and supports the proposal.
- **Reasonableness:** Prices are considered fair under current market conditions and reasonable to the Government.

Each price will be validated by examining the arithmetic accuracy and consistency of the information presented in the proposal. Discrepancies will be noted and provided to the Source Selection Authority and Contracting Officer. Each CLIN price will be evaluated as follows:

CLIN XX01 (Proof of Concept and Labor for IOC, Transition-In and Transition-Out)-
Offerors shall provide a firm-fixed price (FFP) in addition to the Level of Effort (LOE)

required to support the FFP being proposed. The Price will be evaluated as follows:
Total FFP for each period of performance.

CLINs XX02 (ICM Software License)- Offerors shall provide a unit, number of units, unit price and total FFP for the ICM Software License. The Price will be evaluated as follows: Proposed Number of Units X Unit Price=Total FFP

CLINs XX03 (Other Direct Costs)- The Offeror shall provide a NTE amount in addition to a detailed cost estimate for hardware/ additional software regardless of whether it is listed on the ICE TRM. The Price will be evaluated as follows: Total proposed NTE amount.

CLINs XX04 (Travel)- No additional documentation is needed as the Government has provided NTE amounts for travel. The NTE price will not be evaluated since it was provided by the Government but will be included in the evaluated price.

CLINs XX05 (Operations and Maintenance)- Offerors shall provide a monthly unit price and total FFP in addition to the Level of Effort (LOE) required to support the FFP being proposed. The Price will be evaluated as follows: Proposed Unit Price X Number of Units (provided by Government)

CLIN XX06 (Option System Enhancements)- The Offeror shall provide the labor rates for the labor categories/descriptions provided by the Government in Attachment 6-CLIN Structure. The Government has provided the number of hours for each labor category. The Price will be evaluated as follows: Sum of the NTE amount for CLIN XX06 which is the sum of all NTE amounts of the labor categories: The NTE amount for each Labor Category will be calculated as follows: Set number of hours (provided by the Government) X Hourly Rate (provided by the Offeror).

CLIN XX07 (Hosting)-Offerors shall provide a unit price, number of units, and total FFP in addition to the LOE requirement to support the FFP being proposed. The Price will be evaluated as follows: Proposed Unit Price X Number of Units

The sum of the base and all option periods will determine the total evaluated price. The Government may require the submission of cost or pricing data in accordance with FAR 15.403 if, after receipt of proposals, such a determination is made.

Affirmation and Completion of Exhibit A-ICE/HSI Investigative Case Management System Requirements-LES

The Offeror's completion of Exhibit A-ICE/HSI Investigative Case Management System Requirements-LES and statement of affirmation regarding their understanding and intention to fulfill those full system requirements will be examined to verify they comply with the instructions. This will assist in assessing the risk of selecting the Offeror's proposed solution.

Small Business Subcontracting Plan-

The Government will evaluate each Offeror's socioeconomic status using information provided by the Offeror and the System for Award Management (SAM) in order to determine whether the Offeror is a large business or a small business under NAICS 561612. The Government will evaluate each large businesses' Subcontracting Plan based on the information provided to determine what extent the Offeror meets the ICE established subcontracting goals as follows:

- (f) Small Business (SB) concerns: 45%
- (g) HUBZone concerns: (3%)
- (h) Service Disabled Veteran Owned Small Business (SDVOSB) concerns: (3%)
- (i) Small Disadvantaged Business (SDB) concerns: (5%)
- (j) Women Owned Small Business (WOSB) concerns: (5%)

The proposed participation in the DHS Mentor-Protégé Program will be evaluated to determine if the Offeror possesses a signed mentor-protégé agreement from the DHS OSDBU. Subcontracting plans will be deemed acceptable or unacceptable.

Assumptions-

The Government will review the explanation/justification for assumptions of costs that are not identified elsewhere in the proposal for reasonableness and understanding of the requirements.

M.3.6-STEP 1 ADJECTIVAL RATING DEFINITIONS

Each Operational Capabilities Demonstration will be assigned one of the following adjectival ratings:

| ADJECTIVAL RATING | DEFINITION |
|--|--|
| Very Likely to be a Viable Competitor in Step 2 | The Offeror's proposed system demonstrates significant existing ("out of the box") capabilities to meet the requirements of the OCD. The Offeror is highly likely to submit a competitive Step 2 written proposal. |
| Likely to be a Viable Competitor in Step 2 | The Offeror's proposed system demonstrates reasonable ("out of the box") capabilities to meet the requirements of the OCD. The Offeror may be likely to submit a competitive Step 2 written proposal. |
| Unlikely to be a Viable Competitor in Step 2 | The Offeror's proposed system does not demonstrate adequate existing ("out of the box") capabilities to meet the requirements of the OCD. The Offeror is not likely to submit a competitive Step 2 written proposal. |

M.3.7-STEP 2 ADJECTIVAL RATING DEFINITIONS

FACTOR 1: TECHNICAL

Factor 1 (Technical) will be evaluated at the sub-factor level and will include a listing of Significant Strengths, Strengths, Weaknesses, and Deficiencies; Sub-Factor 1-Technical Approach is more important than Factor 2-Management Approach. The Government will assign an adjectival rating for each of the sub-factors. Based on the evaluations of the sub-factors, the Government will also assign an overall adjectival rating for Factor 1; the overall adjectival rating for Factor 1 will be a “roll-up” of the sub-factor ratings.

The following rating definitions will be utilized in the evaluation of the Technical sub-factors:

| Significant Strength, Strength, Weakness, Deficiency | DEFINITION |
|--|--|
| Significant Strength | A <i>Significant Strength</i> is an aspect of the proposal that significantly enhances the merit of a proposal or significantly exceeds specified performance or capability requirements in a way that will be significantly advantageous to the Government during contract performance and increases the probability of successful contract performance |
| Strength | A <i>Strength</i> is an aspect of the proposal that exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance and increases the likelihood of successful contract performance |
| Weakness | A <i>Weakness</i> is defined as a flaw in the proposal that increases the risk of unsuccessful contract performance |
| Significant Weakness | A <i>Significant Weakness</i> is a flaw in the proposal that appreciable increases the risk of unsuccessful contract performance |
| Deficiency | A <i>Deficiency</i> is defined as an aspect of the proposal that fails to meet a Government requirement or a combination of weaknesses in the proposal that increases the risk of unsuccessful contract performance to an unacceptable level |

| ADJECTIVAL RATING | DEFINITION |
|-------------------|--|
| EXCELLENT | A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency exists. Has no known potential to cause disruption of schedule, increased cost or degradation of performance. Normal Contractor effort and normal Government monitoring will likely be able to overcome any difficulties. |
| GOOD | A proposal having no deficiency and which demonstrates overall competence. One or more strengths have been found and strengths outweigh any weaknesses that exist. Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal Contractor effort and normal Government monitoring will likely be able to overcome any difficulties. |

| ADJECTIVAL RATING | DEFINITION |
|-----------------------|--|
| SATISFACTORY | A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the Offeror's response. Can potentially cause disruption of schedule, increased cost, or degradation of performance. Special Contractor emphasis and close Government monitoring will likely be able to overcome difficulties. |
| MARGINAL | A proposal that may or may not have one or more deficiencies and demonstrates some understanding in the response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths significantly detract from the Offeror's response. Can potentially cause significant disruption of schedule, increased cost, or degradation of performance. Risk may or may not be acceptable with special Contractor emphasis and close Government monitoring. |
| UNSATISFACTORY | A proposal that has one or more deficiencies that demonstrate a lack of overall competence or would require a major proposal revision to correct. Likely to cause significant disruption of schedule, increase cost, or degradation of performance. Risk may be unacceptable even with special Contractor emphasis and close Government monitoring. |

FACTOR 2: PAST PERFORMANCE

Factor 2 (Past Performance) will be evaluated as a two-step process.

Adjectival Ratings for Relevancy (STEP 1):

| ADJECTIVAL RATING | DEFINITION |
|--------------------------|---|
| VERY RELEVANT | Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires. |
| RELEVANT | Present/past performance effort involved similar scope and magnitude. |
| SOMEWHAT RELEVANT | Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires. |
| NOT RELEVANT | Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires. |

Adjectival Ratings for Confidence in Future Success (STEP 2):

| ADJECTIVAL RATING | DEFINITION |
|--------------------------------|---|
| SUBSTANTIAL CONFIDENCE | 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 | 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 | Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort. |
| NO CONFIDENCE | 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) | 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. |
|---|---|