

(b)(4)



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Sincerely,

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

Contracting Officer

**Department of Homeland Security
Immigration and Customs Enforcement (ICE)
Technical Evaluation Plan (TEP)**

Project Name: Visa Lifecycle Vetting Initiative (VLVI)

Solicitation No.: 192118VHQSEVP0031

Date: June 4, 2018

APPROVED BY:

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

Section Chief

Date

(b)(4)

(b)(4)



The SSA will also:

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



U.S. Immigration
and Customs
Enforcement

Date: July 20, 2018

From:

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

Contract Specialist
OAQ/IOSD

Subject: Price Evaluation for Request For Quote (RFQ) 70CMSD18Q00000016

BACKGROUND

The Immigration and Customs Enforcement (ICE), Office of Acquisition Management (OAQ) received eight (8) quotes in response to Request For Quote (RFQ) 70CMSD18F00000016 titled “*Visa Lifecycle Vetting Initiative Support Services*”. To determine whether each contained a fair and reasonable price, the Contract Specialist completed a price evaluation. This action was done in accordance with RFQ Sections 2.5.5 – Evaluation Factor 4 Price, 2.5.6 – Reasonableness and Realism, and 2.5.7 - Completeness. The RFQ stated that the price quotes would not be rated adjectivally, but would be evaluated with respect to reasonableness and completeness based on information submitted in the Quoter’s price quote, including the completion of Attachment 2 – BPA Pricing Template.

Per RFQ Section 2.5.5, vendors were notified that ICE may utilize one or more of the following methods to evaluate price:

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

Quoters were also informed that the Government’s price evaluation would assess the accuracy and completeness of the quotation, which would involve verification that: 1) all line items are priced, 2) figures are correctly calculated and 3) prices/discounts are presented in the adequate format. Lastly, as part of the price evaluation, the RFQ indicated that the Government would evaluate the extension period authorized by Federal Acquisition Regulation (FAR) 52.217-8, “Option to Extend Services.” Thus, for the purposes of evaluation under the RFQ, the Quoter’s total price for the BPA included the Base Period, all Option Periods, and the FAR 52.217-8 Extension Period. The pricing for evaluation of FAR 52.217-8 was derived by dividing the total amount of Option Period 4 by a factor of two (2).

QUOTE SUMMARY

Below is a summary of the quotes listed in ascending order:

Vendor	Total Price
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INDIVIDUAL QUOTE EVALUATIONS

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REASONABLENESS DETERMINATION

The Contracting Officer has determined the pricing submitted by all Quoters to be fair and reasonable. The basis for this determination is adequate price competition in conjunction with the analysis above.

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

7-20-18
Date

Contracting Officer

Contracting Officer's Supplemental Statement of Relevant Facts

From: (b)(6); (b)(7)(C) Contracting Officer
Re: GAO Protest B-416734.1

Solicitation: Request for Quote (RFQ) 70CMSD18Q00000016 for Blanket Purchase Agreement (BPA) 70CMSD18A00000003, Awarded to SRA International, Inc. on August 16, 2018.

1. I am a Contracting Officer for the U.S. Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), Office of Acquisition Management (OAQ), in Dallas, TX. I am the Contracting Officer that released solicitation 70CMSD18A00000016 and awarded Blanket Purchase Agreement (BPA) 70CMSD18A00000003.

2. This requirement is for a contractor to provide support services to the Department of Homeland Security (DHS), Homeland Security Investigations (HSI), National Security Investigations Division (NSID) for the Visa Lifecycle Vetting Initiative (VLVI). ICE initiated the VLVI to streamline and centralize the current manual vetting process for its Visa Security Program (VSP) and Counter-Terrorism and Criminal Exploitation Unit (CTCEU) programs under NSID. The contractor will provide personnel who will collect, research, and analyze data, populate data in various law enforcement databases, and work with other government agencies. The contractor will also conduct daily visa applicant and visa overstay screening and vetting operations utilizing various unclassified and classified databases, tools and intelligence gathering efforts, including but not limited to DHS databases, partner agency and intelligence community holdings, and commercially available open source indices.

SUPPLEMENTAL PROTEST GROUNDS

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(b)(4)

(b)(4)

(b)(4)



(b)(4)



22. Point of contact is the undersigned at (214) 904-(b)(6);
(b)(7)(C)

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

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

Contracting Officer
U.S. Immigration and Customs Enforcement

10/17/2018
Date

A Leading Provider of Integrated Global Mission Services

Visa Lifecycle Vetting Initiative (VLVI) Support Services

RFQ No: 70CMSD18Q00000016

7/11/2018

Volume III – Corporate Experience

Submitted By:

PAE

5160 Lad Land Drive
Fredericksburg, VA 22407

Submitted To:

Contracting Officer:

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

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

Contract Specialist:

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

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

PAE

This proposal includes data that shall not be disclosed outside of the Government and shall not be duplicated, used, or disclosed — in whole or in part — for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter 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 all sheets of this proposal.



TABLE OF CONTENTS

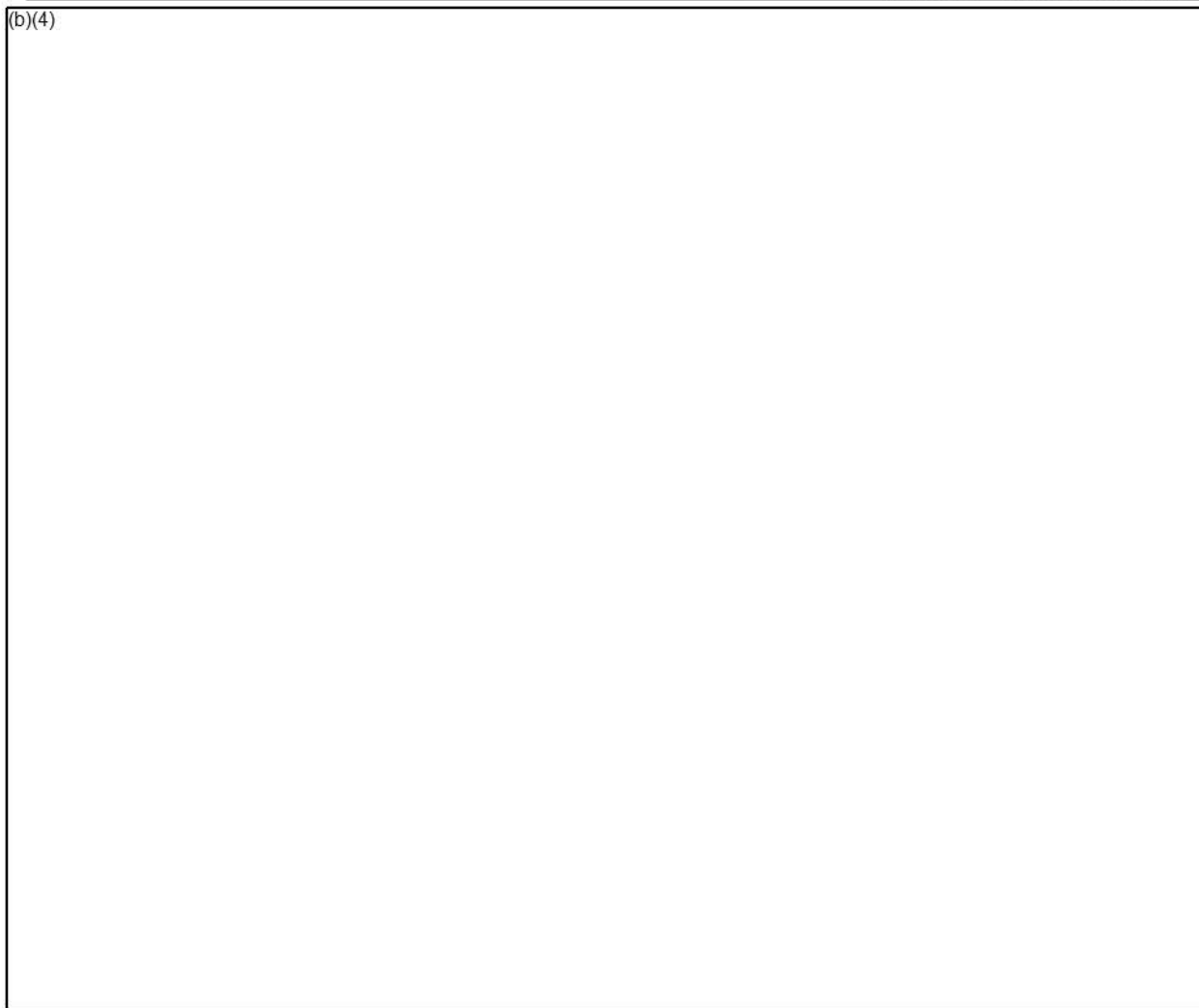
1.0 Introduction	1
2.0 Citation #1 [RFQ 1.3.6, 1.3.6.1, 2.4, 2.5.1] – Visa Support Services	2
3.0 Citation #2 [RFQ 1.3.6, 1.3.6.1, 2.4, 2.5.1] – FBI Name Check / RIDS	3

LIST OF FIGURES

Figure 1.0-1: PAE Name Check Experience with U.S. Government Partners	1
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1.0 INTRODUCTION

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2.0 CITATION #1 [RFQ 1.3.6, 1.3.6.1, 2.4, 2.5.1] – VISA SUPPORT SERVICES

(b)(4)

A large, empty rectangular box with a black border occupies the majority of the page. It is positioned directly below the section header and is labeled with "(b)(4)" in the top-left corner, indicating that the content within this box has been redacted for public release.



3.0 CITATION #2 [RFQ 1.3.6, 1.3.6.1, 2.4, 2.5.1] – FBI NAME CHECK / RIDS

(b)(4)

A large, empty rectangular box with a black border occupies the majority of the page, indicating that the content has been redacted under FOIA exemption (b)(4).

DECLARATION

(b)(4)



(b)(4)

I declare under penalty of perjury that the foregoing is true and correct. Executed this day of
October 16, 2018.

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

Signature



441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

B-416734

November 27, 2018

The Honorable Kirstjen Nielsen
Secretary of Homeland Security

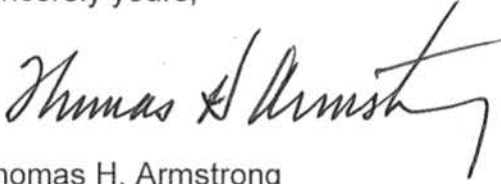
Dear Madam Secretary:

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

A large rectangular area of the document is redacted, indicated by a black border. The text '(b)(5); (b)(4)' is written in the top-left corner of this area.

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

Sincerely yours,

A handwritten signature in cursive script that reads "Thomas H. Armstrong". The signature is written in black ink and is positioned above the typed name.

Thomas H. Armstrong
General Counsel

Enclosure

B-416734



U.S. GOVERNMENT ACCOUNTABILITY OFFICE

441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

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

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

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

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

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

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

Thomas H. Armstrong
General Counsel

REVISED AWARD SUMMARY AND DECISION DOCUMENT MEMORANDUM

PROJECT TITLE: Visa Lifecycle Vetting Initiative

PROGRAM OFFICE: Homeland Security Investigations (HSI), National Security Investigation Division (NSID), Visa Security Program (VSP) and Counter-Terrorism and Criminal Exploitation Unit (CTCEU)

PROCUREMENT PARTICIPANTS

(b)(6); (b)(7)(C) OAQ, Contracting Officer
(b)(6); (b)(7)(C) OAQ, Contract Specialist
(b)(6); (b)(7)(C) CTCEU, TET Chairperson
(b)(6); (b)(7)(C) CTCEU, TET Member
(b)(6); (b)(7)(C) VSP, TET Member

REQUISITION NUMBER: 192118VHQSEVP0031

A. Background

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(b)(5)

The summary results of the evaluation are listed in the table on the next page.

**REVISED AWARD SUMMARY AND DECISION DOCUMENT
MEMORANDUM**

(b)(4)

Source Selection Sensitive in accordance with FAR 2.101 and 3.104
Page 3 of 13

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Source Selection Sensitive in accordance with FAR 2.101 and 3.104
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Source Selection Sensitive in accordance with FAR 2.101 and 3.104
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Source Selection Sensitive in accordance with FAR 2.101 and 3.104
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(b)(4)

Source Selection Sensitive in accordance with FAR 2.101 and 3.104
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Source Selection Sensitive in accordance with FAR 2.101 and 3.104
Page **11** of **13**

(b)(4)

Source Selection Sensitive in accordance with FAR 2.101 and 3.104
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C. Selection Decision

After re-evaluation of the eight (8) quotes, I determine that SRA's quote represents the best value to the Government for this requirement and is hereby awarded Blanket Purchase Agreement number 70CMSD18A00000003 for their quote submitted in response to solicitation 70CMSD18Q00000016.

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

Contracting Officer

Date

References –

1. Factors 1 and 2 Consensus Report
2. Factor 3 Consensus Report
3. Revised Factor 3 Consensus Report
4. Price Evaluation
5. RFQ Letter A000001

C. Selection Decision

After re-evaluation of the eight (8) quotes, I maintain that SRA's quote still represents the best value to the Government for this requirement and is hereby awarded Blanket Purchase Agreement number 70CMSD18A00000003 for their quote submitted in response to solicitation 70CMSD18Q00000016.

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

11/29/2018

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

Contracting Officer

Date

References –

1. Revised Factor 3 Consensus Report

CONTRACT ACTION REVIEW (CAR)

DATE SUBMITTED	CONTRACT/ORDER NO.	LIST ANY SUPPORTING DOCUMENTS THAT SHOULD BE UPLOADED IN THE FILE PER THIS ACTION AND ARE NOT SPECIFIED ON THE FILE CHECKLIST Review SSDM Revised Per GAO Recommended Corrective Action
11/29/2018	70CMSD18A00000003	
MODIFICATION #	RFQ/RFP NO.	

CONTRACTING OFFICER REVIEW

CONTRACTING OFFICER REVIEW COMMENTS	CONTRACT SPECIALIST COMMENT RESOLUTION
<p>Page 4: Para 1 Sentence 3 - Recommend inserting "all" before "cleared personnel". Throughout the paragraph, insert "all" before cleared staff to be consistent with sentence two.</p> <p>Nothing additional per 12/18/18 review. A2</p>	<p>Legal wants to highlight the fact that the JABP does not reach ALL staff. Hence, is why the word all is in the second sentence and not in subsequent sentences.</p>

** LEVEL TWO REVIEWER <i>(Printed name and position)</i>	<i>Required if > \$500,000</i>	SIGNATURE
(b)(6); (b)(7)(C) *LE (b)(6); (b)(7)(C)	<input type="checkbox"/> Approved	(b)(6); (b)(7)(C)
	<input checked="" type="checkbox"/> Approved – See Comments	
	<input type="checkbox"/> Not Approved – See Comments	
	<input checked="" type="checkbox"/> Approved	
	<input type="checkbox"/> Approved – See Comments	
	<input type="checkbox"/> Not Approved – See Comments	
CONTRACT SPECIALIST <i>(Printed name)</i>		
(b)(6); (b)(7)(C)		(b)(6); (b)(7)(C)

CONTRACT ACTION REVIEW (CAR) CONT.

CONTRACTING OFFICER REVIEW COMMENTS

CONTRACT SPECIALIST COMMENT RESOLUTION

From: (b)(6); (b)(7)(C)
To:
Cc:
Subject: FW: Revised VLVI SSDM
Date: Friday, December 14, 2018 3:23:43 PM
Attachments: [Corrective Action SSDM V5 Mark Up.docx](#)
[Corrective Action SSDM V5 Mark Up\(cald\).docx](#)

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

Please find attached my edits and comment in track-changes format. Provided you accept all proposed edits and address the comment concerning the references, I have no legal objection.

Let me know if there is anything you wish to discuss.

Thanks.

V/r,

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

Associate Legal Advisor
Office of the Principal Legal Advisor
U.S. Immigration and Customs Enforcement
Department of Homeland Security
Desk: (214) 905-(b)(6); (b)(7)(C)
Email: (b)(6); (b)(7)(C)@ice.dhs.gov

~~*** Warning *** Attorney/Client Privilege *** Attorney Work Product ***~~

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From: (b)(6); (b)(7)(C)
Sent: Friday, December 14, 2018 11:55 AM
To: (b)(6); (b)(7)(C)@ice.dhs.gov>
Cc: (b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: Revised VLVI SSDM

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

We have revised the SSDM per our conversation. I included comment bubbles to highlight exactly what I changed. Let us know if this is legally sufficient.

(b)(5); WIF Draft

(b)(5); WIF Draft

Source Selection Sensitive in accordance with FAR 2.101 and 3.104
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(b)(5); WIF Draft

(b)(5); WIF Draft

Source Selection Sensitive in accordance with FAR 2.101 and 3.104
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(b)(5); WIF Draft

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(b)(5); WIF Draft

Source Selection Sensitive in accordance with FAR 2.101 and 3.104
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(b)(5); WIF Draft

Source Selection Sensitive in accordance with FAR 2.101 and 3.104
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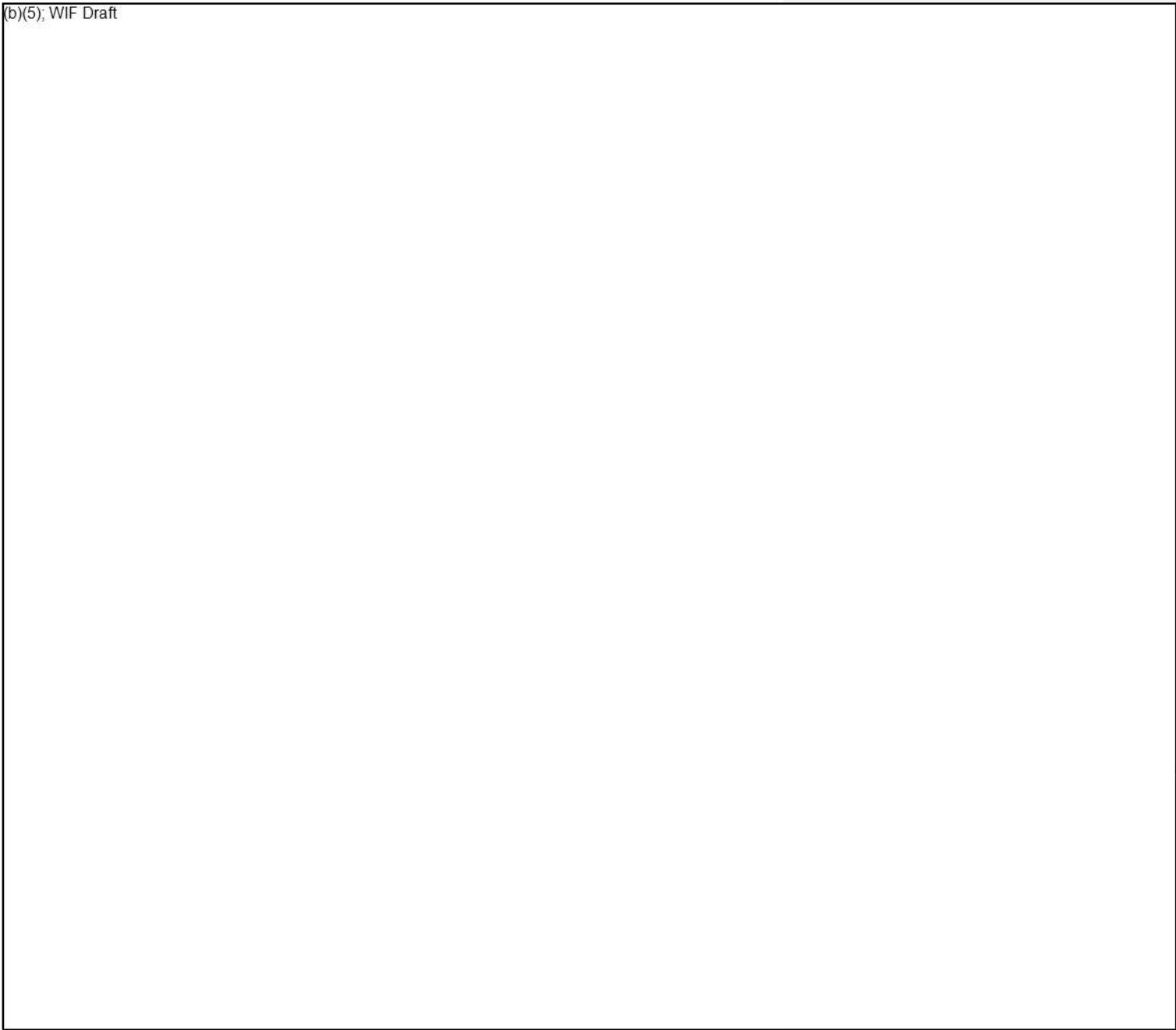
(b)(5); WIF Draft

Source Selection Sensitive in accordance with FAR 2.101 and 3.104
Page 8 of 13

(b)(5); WIF Draft

Source Selection Sensitive in accordance with FAR 2.101 and 3.104
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(b)(5); WIF Draft



Source Selection Sensitive in accordance with FAR 2.101 and 3.104
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(b)(5); WIF Draft

Source Selection Sensitive in accordance with FAR 2.101 and 3.104
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(b)(5); WIF Draft

C. Selection Decision

Source Selection Sensitive in accordance with FAR 2.101 and 3.104
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(b)(5); WIF Draft

Source Selection Sensitive in accordance with FAR 2.101 and 3.104
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(b)(5); WIF Draft

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(b)(5); WIF Draft

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(b)(5); WIF Draft

(b)(5); WIF Draft

(b)(5); WIF Draft

(b)(5); WIF Draft

(b)(5), WIF Draft

(b)(5); WIF Draft

Source Selection Sensitive in accordance with FAR 2.101 and 3.104
Page **13** of **13**

Thanks,

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

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-904-(b)(6); (b)(7)(C)

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

Have no fear of perfection. You'll never reach it. -Salvador Dali

From: (b)(6); (b)(7)(C)
To:
Cc:
Subject: RE: VLVI Corrective Action
Date: Wednesday, December 19, 2018 12:12:57 PM
Attachments: [image001.png](#)
[image002.png](#)

Just wanted you to know that the FOG has seen this and they don't have any problem and are appreciative that we sent it to them to review even though it didn't need to go to them (I sent it for awareness).....so kudo's to you ladies.

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

(b)(6); (b)(7)(C) | Procurement Analyst |
DHS | ICE | Office of Acquisition Management (OAQ) | Quality Assurance Division (QAD)
Desk Phone: (202) 732-(b)(6); W-Cell: (202) 732-(b)(6); or P-Cell: (240) 4-(b)(6);
Email: (b)(6); (b)(7)(C)@ice.dhs.gov | My AWS is every Monday and my telework day is the 2nd Friday of the pay period.



From: (b)(6); (b)(7)(C)
Sent: Tuesday, December 18, 2018 12:13 PM
To: (b)(6); (b)(7)(C)@ice.dhs.gov>
Cc: (b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: RE: VLVI Corrective Action

Great thanks, I'll get them ready for FOG review.

From: (b)(6); (b)(7)(C)
Sent: Tuesday, December 18, 2018 11:32 AM
To: (b)(6); (b)(7)(C)@ice.dhs.gov>
Cc: (b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: RE: VLVI Corrective Action

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

I just uploaded the revised documents back into the QAD SharePoint site. I have also attached them to this email for convenience. Let me know if you need anything else.

Thanks,

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

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-905-(b)(6);

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

Have no fear of perfection. You'll never reach it. -Salvador Dali

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

Sent: Thursday, December 13, 2018 1:20 PM

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

Subject: RE: VLVI Corrective Action

Here is the route sheet I signed it's been uploaded into Sharepoint as well.

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

Sent: Thursday, December 13, 2018 11:00 AM

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

Subject: RE: VLVI Corrective Action

thanks

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

Sent: Thursday, December 13, 2018 10:58 AM

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

Subject: RE: VLVI Corrective Action

Ok. Will do.

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

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-905-(b)(6);

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

Have no fear of perfection. You'll never reach it. -Salvador Dali

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

Sent: Thursday, December 13, 2018 9:55 AM

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

Subject: RE: VLVI Corrective Action

I'm fine with the edits that have been made thus far. You can add the sentence and upload with a final title and I can route on to FOG.

From: (b)(6); (b)(7)(C)
Sent: Thursday, December 13, 2018 10:50 AM
To: (b)(6); (b)(7)(C) <(b)(6); (b)(7)(C)@ice.dhs.gov>
Cc: (b)(6); (b)(7)(C) <(b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: RE: VLVI Corrective Action

(b)(6);

I'm just following up about the SSDM status. (b)(6); (b)(7)(C) wants me to add one sentence in a couple of difference places. Do you want me to revise and re-route?

Thanks

(b)(6); (b)(7)(C)
Investigations & Operations Support Dallas | National Security Support | Contract Specialist
DHS | ICE | Office of Acquisition Management (OAQ)
Phone 214-905-(b)(6);
Email: (b)(6); (b)(7)(C) <(b)(6); (b)(7)(C)@ice.dhs.gov>

Have no fear of perfection. You'll never reach it. -Salvador Dali

From: (b)(6); (b)(7)(C)
Sent: Friday, December 7, 2018 9:51 AM
To: (b)(6); (b)(7)(C) <(b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: RE: VLVI Corrective Action

Ok, I should have it back to you next week Tuesday/Wednesday.

From: (b)(6); (b)(7)(C)
Sent: Friday, December 7, 2018 10:36 AM
To: (b)(6); (b)(7)(C) <(b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: RE: VLVI Corrective Action

It's not urgent. I think we are going to possible wait until after the holidays. I still have to draft the award notices too and vet those through legal.

(b)(6); (b)(7)(C)
Investigations & Operations Support Dallas | National Security Support | Contract Specialist
DHS | ICE | Office of Acquisition Management (OAQ)
Phone 214-905-(b)(6);
Email: (b)(6); (b)(7)(C) <(b)(6); (b)(7)(C)@ice.dhs.gov>

Have no fear of perfection. You'll never reach it. -Salvador Dali

From: (b)(6); (b)(7)(C)
Sent: Friday, December 7, 2018 9:25 AM
To: (b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: RE: VLVI Corrective Action

What is your anticipated date for this? Is it urgent?

From: (b)(6); (b)(7)(C)
Sent: Friday, December 7, 2018 9:38 AM
To: (b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: RE: VLVI Corrective Action

Thank (b)(6) The QAD is a great resource, but we really appreciate you and secretly hate it when you are out of office.

(b)(6); (b)(7)(C)
Investigations & Operations Support Dallas | National Security Support | Contract Specialist
DHS | ICE | Office of Acquisition Management (OAQ)
Phone 214-905-(b)(6);
Email: (b)(6); (b)(7)(C)@ice.dhs.gov

Have no fear of perfection. You'll never reach it. -Salvador Dali

From: (b)(6); (b)(7)(C)
Sent: Friday, December 7, 2018 8:36 AM
To: (b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: RE: VLVI Corrective Action

No problem, we both know that Dallas is special and I'll work with you guys anyway I can.

From: (b)(6); (b)(7)(C)
Sent: Friday, December 7, 2018 9:33 AM
To: (b)(6); (b)(7)(C)@ice.dhs.gov>
Cc: (b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: RE: VLVI Corrective Action

Good Morning (b)(6); (b)(7)(C)

(b)(5)

Let me know if you need anything else. Have a great weekend!

v/r,

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

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-905 (b)(6); (b)(7)(C)

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

Have no fear of perfection. You'll never reach it. -Salvador Dali

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

Sent: Thursday, November 29, 2018 8:35 AM

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

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

Subject: RE: VLVI Corrective Action

I would just so everyone is aware.....I would just note what changed as like a summary so it won't be a full blown review.

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

Sent: Thursday, November 29, 2018 9:28 AM

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

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

Subject: VLVI Corrective Action

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

(b)(5)

Thanks,

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

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-90[REDACTED]

Email: [REDACTED]@ice.dhs.gov

Have no fear of perfection. You'll never reach it. -Salvador Dali

Date: November 28, 2018

To: (b)(6); (b)(7)(C) Section Chief/Contracting Officer
Investigations and Operations Support Dallas (IOSD)
DHS/ICE/OAQ/IOSD

From: (b)(6); (b)(7)(C) Technical Evaluation Team (TET) Chair
(b)(6); (b)(7)(C) Technical Evaluator
(b)(6); (b)(7)(C) Technical Evaluator
DHS/HSI/NSID

Subject: Revised TET Consensus Report for 70CMSD18Q00000016

1.0 BACKGROUND

The U.S. Immigration and Customs Enforcement (ICE) Office of Acquisition Management (OAQ) received eight (8) written responses to the above referenced Request For Quote (RFQ) entitled, “*Visa Lifecycle Vetting Initiative*” A three (3) person TET reviewed Volume II for each vendor and documented supporting information substantiating the assigned rating for Evaluation Factor 3. The contract was awarded to SRA International, Inc. on August 17, 2018. ManTech Advanced Systems International, Inc. filed a timely protest with the Government Accountability Office (GAO) on August 24, 2018.

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

(b)(4)

(b)(4)

(b)(4)

Concurrence of TET Members:

Concurrence of TET Members:

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

11/28/2018
Date

11/28/2018
Date

11/28/2018
Date

From: (b)(6); (b)(7)(C)
To: (b)(6); (b)(7)(C)
Cc:
Subject: FW: VLVI Award Notices
Date: Tuesday, December 18, 2018 10:52:10 AM
Attachments: [Unsuccessful Quoter Notice_ManTech.doc](#)
[Unsuccessful Quoter Notice_MVM.DOC](#)
[Unsuccessful Quoter Notice_PAE.DOC](#)
[Unsuccessful Quoter Notice_Sotera-KeyWCorp.doc](#)
[Successful Quoter Notice_SRA.DOC](#)
[Unsuccessful Quoter Notice_Amyx v2.doc](#)
[Unsuccessful Quoter Notice_Integral.doc](#)
[Unsuccessful Quoter Notice_IntelliWare.doc](#)
[Unsuccessful Quoter Notice_Sotera-KeyWCorp\(cald\).doc](#)
[Successful Quoter Notice_SRA\(cald\).DOC](#)
[Successful Quoter Notice_Integral \(cald\).doc](#)

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

I reviewed the draft notice letters and have no objections. I provide some track-change edits in the Sotera, SRA, and Integral letters.

When do you and (b)(6); (b)(7)(C) anticipate making award?

Thanks.

V/r,

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

Associate Legal Advisor
Office of the Principal Legal Advisor
U.S. Immigration and Customs Enforcement
Department of Homeland Security
Desk: (214) 905-(b)(6); (b)(7)(C)
Email (b)(6); (b)(7)(C)@ice.dhs.gov

~~*** Warning *** Attorney/Client Privilege *** Attorney Work Product ***~~

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From: (b)(6); (b)(7)(C)
Sent: Tuesday, December 18, 2018 9:00 AM
To: (b)(6); (b)(7)(C)@ice.dhs.gov>
Cc: (b)(6); (b)(7)(C)@ice.dhs.gov>



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

January 4, 2019

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

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

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

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

(b)(5)

Sincerely,

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

Contracting Officer
Immigration and Customs Enforcement
Investigations and Operations Support Dallas (IOSD)



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

January 4, 2019

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

MVM, Inc.
44620 Guilford Drive, Suite 150
Ashburn, VA 20147

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

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

(b)(5)

(b)(5)

Sincerely,

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



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

January 4, 2019

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

PAE National Security Solutions, LLC
5160 Lad Land Drive
Fredericksburg, VA 22407

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

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

(b)(5)

(b)(5)

Sincerely,

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



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

January 4, 2019

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

Sotera Defense Solutions, Inc.
2121 Cooperative Way, Suite 400
Herndon, VA 20171

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

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

(b)(5)

Thank you again for participation in the subject solicitation and we look forward to working with you in future ICE opportunities.

Sincerely,

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



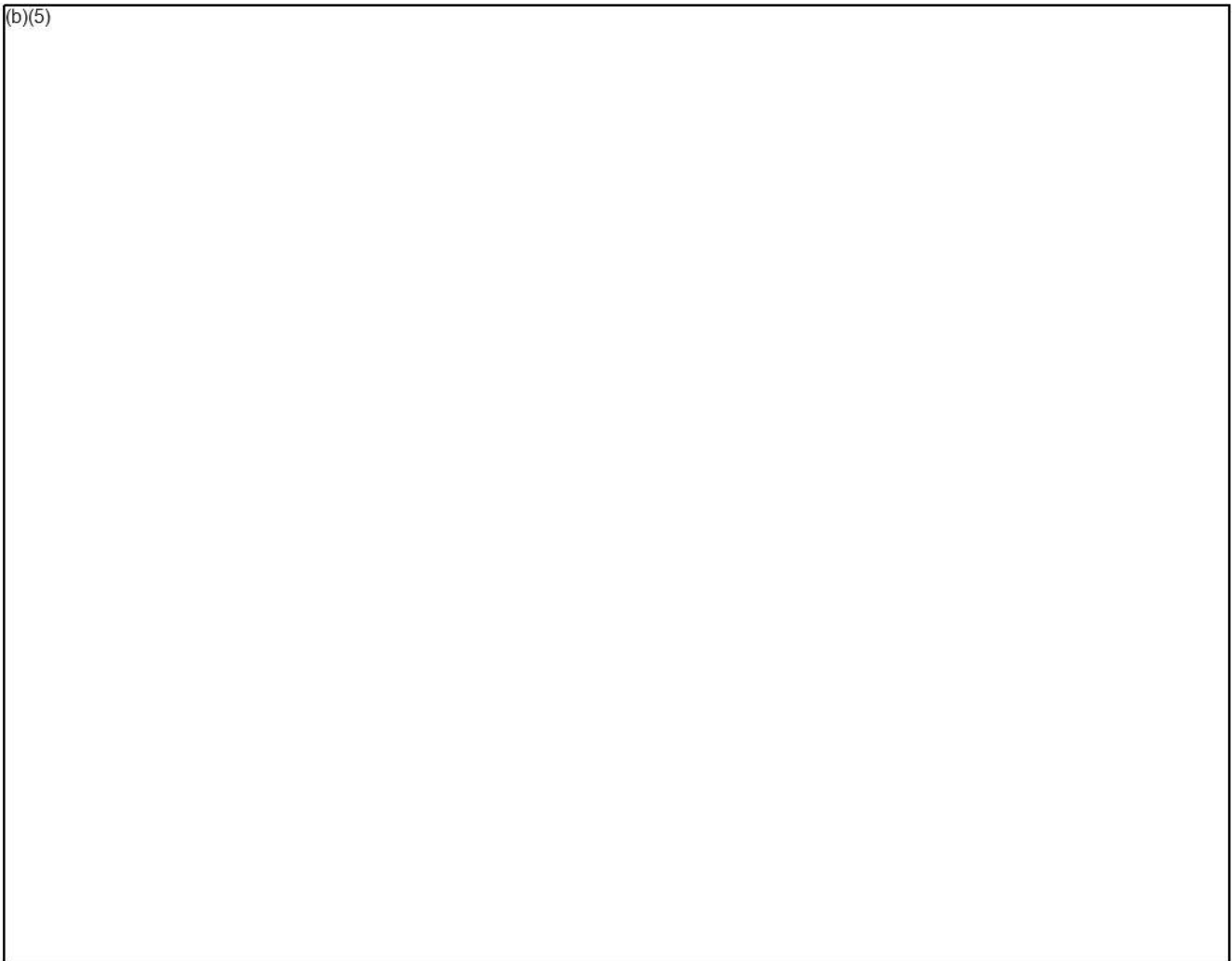
**U.S. Immigration
and Customs
Enforcement**

January 4, 2019

SUBJECT: Notice of Successful Award: Request For Quote # 70CMSD18Q00000016,
Visa Lifecycle Vetting Initiative (VLVI) Support Services

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

(b)(5)



Sincerely,

(b)(6), (b)(7)(C)

Contracting Officer
Immigration and Customs Enforcement
Investigations and Operations Support Dallas (IOSD)



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

January 4, 2019

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

Amyx, Inc.
1768 Business Center Drive, Suite 300
Reston, VA 20190

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

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

(b)(5)

Thank you again for participation in the subject solicitation and we look forward to working with you in future ICE opportunities.

Sincerely,

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



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

January 4, 2019

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

Integral Consulting Services, Inc.
2101 Gather Road, Suite 410
Rockville, MD 20850

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

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

(b)(5)

Thank you again for participation in the subject solicitation and we look forward to working with you in future ICE opportunities.

Sincerely,

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



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

January 4, 2019

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

IntelliWare Systems, Inc.
5608 Southpoint Centre Blvd., Suite 100
Fredericksburg, VA 22407

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

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

(b)(5)

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

Sincerely,

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

Contracting Officer

Immigration and Customs Enforcement

Investigations and Operations Support Dallas (IOSD)



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

January 4, 2019

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

Sotera Defense Solutions, Inc.
2121 Cooperative Way, Suite 400
Herndon, VA 20171

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

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

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

Thank you again for participation in the subject solicitation and we look forward to working with you in future ICE opportunities.

Sincerely,

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



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

January 4, 2019

SUBJECT: Notice of Successful Award: Request For Quote # 70CMSD18Q00000016,
Visa Lifecycle Vetting Initiative (VLVI) Support Services

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

(b)(5)



Sincerely,

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

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

(b)(5)



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

January 4, 2019

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

Integral Consulting Services, Inc.
2101 Gather Road, Suite 410
Rockville, MD 20850

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

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

(b)(5)

Thank you again for participation in the subject solicitation and we look forward to working with you in future ICE opportunities.

Sincerely,

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

Subject: VLVI Award Notices

H [redacted]
(b)(6);
(b)(7)(C)

[redacted] and I have finished drafting the award notices. Let us know if we need to make any additional revisions.

Thanks,

[redacted]
(b)(6); (b)(7)(C)

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-904-[redacted]
(b)(6);
(b)(7)(C)

Email: [redacted]@ice.dhs.gov
(b)(6); (b)(7)(C)

Have no fear of perfection. You'll never reach it. -Salvador Dali



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

January 28, 2019

SUBJECT: Notice of Successful Award: Request For Quote # 70CMSD18Q00000016,
Visa Lifecycle Vetting Initiative (VLVI) Support Services

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

(b)(5)

Sincerely,

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

Contracting Officer
Immigration and Customs Enforcement
Investigations and Operations Support Dallas (IOSD)

From: (b)(6); (b)(7)(C)
To:
Cc:
Subject: Notification of Award - Blanket Purchase Agreement (BPA) 70CMSD18A00000003 / RFQ 70CMSD18Q00000016
Date: Monday, January 28, 2019 10:19:00 AM
Attachments: 06.04 Protest Successful Quoter Notice SRA.pdf

Good Morning,

It is my pleasure to notify you of your successful quote to solicitation 70CMSD18Q00000016 for the Visa Lifecycle Vetting Initiative (VLVI) support services. Attached for your records is your official notice following the corrective action recommended by GAO.

We intend on scheduling the kickoff meeting next week and will coordinate with you regarding your availability.

Feel free to contact either myself, or the Contracting Officer, should you have any questions or concerns.

Thanks,

Gene Braden
(b)(6); (b)(7)(C)

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-905-(b)(6);

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

Have no fear of perfection. You'll never reach it. -Salvador Dali



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

January 28, 2019

SUBJECT: Notice of Successful Award: Request For Quote # 70CMSD18Q00000016,
Visa Lifecycle Vetting Initiative (VLVI) Support Services

(b)(6), (b)(7)(C)

Dear

(b)(5)

Sincerely,

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

Contracting Officer
Immigration and Customs Enforcement
Investigations and Operations Support Dallas (IOSD)



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

January 28, 2019

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

Amyx, Inc.
1768 Business Center Drive, Suite 300
Reston, VA 20190

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

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

(b)(5)

Thank you again for participation in the subject solicitation and we look forward to working with you in future ICE opportunities.

Sincerely,

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

Immigration and Customs Enforcement
Investigations and Operations Support Dallas (IOSD)

From: (b)(6); (b)(7)(C)
To: [Redacted]
Cc: [Redacted]@amyx.com
Subject: RFQ # 70CMSD18Q00000016 Notification
Date: Monday, January 28, 2019 10:09:00 AM
Attachments: 06.04 Protest Unsuccessful Quoter Notice Amyx.pdf

Good Morning,

Please see attached notice regarding RFQ # 70CMSD18FR00000016 for Visa Lifecycle Vetting Initiative (VLVI) support Services.

Thanks,

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

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-905- (b)(6);

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

Have no fear of perfection. You'll never reach it. -Salvador Dali



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

January 28, 2019

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

Amyx, Inc.
1768 Business Center Drive, Suite 300
Reston, VA 20190

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

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

(b)(5)

Thank you again for participation in the subject solicitation and we look forward to working with you in future ICE opportunities.

Sincerely,

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

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



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

January 28, 2019

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

Integral Consulting Services, Inc.
2101 Gather Road, Suite 410
Rockville, MD 20850

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

Dear (b)(6);

(b)(5)

Thank you again for participation in the subject solicitation and we look forward to working with you in future ICE opportunities.

Sincerely,

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

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

From: (b)(6); (b)(7)(C)
To:
Cc:
Subject: RFQ # 70CMSD18Q00000016 Notification
Date: Monday, January 28, 2019 10:11:00 AM
Attachments: 06.04 Protest Unsuccessful Quoter Notice Integral.pdf

Good Morning,

Please see attached notice regarding RFQ # 70CMSD18FR00000016 for Visa Lifecycle Vetting Initiative (VLVI) support Services.

Thanks,

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

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-900-(b)(6); (b)(7)(C)

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

Have no fear of perfection. You'll never reach it. -Salvador Dali



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

January 28, 2019

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

Integral Consulting Services, Inc.
2101 Gather Road, Suite 410
Rockville, MD 20850

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

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

(b)(5)

Thank you again for participation in the subject solicitation and we look forward to working with you in future ICE opportunities.

Sincerely,

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

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



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

January 28, 2019

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

IntelliWare Systems, Inc.
5608 Southpoint Centre Blvd., Suite 100
Fredericksburg, VA 22407

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

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

(b)(5)

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

Sincerely,

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

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

Contracting Officer
Immigration and Customs Enforcement
Investigations and Operations Support Dallas (IOSD)

From: (b)(6); (b)(7)(C)
To: (b)(6); "elliwaresystems.com"
Cc: (b)(6); (b)(7)(C)
Subject: RFQ # 70CMSD18Q00000016 Notification
Date: Monday, January 28, 2019 10:12:00 AM
Attachments: 06.04 Protest Unsuccessful Quoter Notice IntelliWare.pdf

Good Morning,

Please see attached notice regarding RFQ # 70CMSD18FR00000016 for Visa Lifecycle Vetting Initiative (VLVI) support Services.

Thanks,

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

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-90 (b)(6);

Email: (b)(6); (b)(7)(C) [ice.dhs.gov](mailto:(b)(6); (b)(7)(C)@ice.dhs.gov)

Have no fear of perfection. You'll never reach it. -Salvador Dali



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

January 28, 2019

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

IntelliWare Systems, Inc.
5608 Southpoint Centre Blvd., Suite 100
Fredericksburg, VA 22407

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

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

(b)(5)

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

Sincerely,

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

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



U.S. Immigration and Customs Enforcement

January 29, 2019

IntelliWare Systems, Inc.
Attn: [REDACTED] via email delivery
5608 Southpoint Centre Blvd., Suite 100
Fredericksburg, VA 22407

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

Dear [REDACTED]

The Government reviewed the quote submitted by IntelliWare Systems, Inc. in response to Request for Quote (RFQ) 70CMSD18Q00000016 in accordance with the criteria stated in the RFQ Letter. As a result of the initial evaluation and re-evaluation as recommended by the GAO in protest B-416734, we are providing this brief explanation of the basis for award decision. This letter addresses the evaluation results of your quote only; quotations submitted by the other vendors will not be addressed.

I. Background:

On August 16, 2018 IntelliWare received a Brief Explanation of Award following the initial evaluation that outlined all strengths and weaknesses within IntelliWare's quote along with their rating for each of the three (3) non-price evaluation factors. As discussed in IntelliWare's subsequent Award Notice dated January 28, 2019, ICE re-evaluated Factor 3 – Staffing Approach quotes in accordance with the GAO recommended corrective action to ensure all quotes were fairly and consistently evaluated for Factor 3.

[REDACTED]

(b)(5)

If you have any questions, please contact [redacted] (b)(6); (b)(7)(C) via e-mail at [redacted] (b)(6); (b)(7)(C)@ice.dhs.gov or to the following mailing address:

Immigrations and Customs Enforcement
Attn: [redacted] (b)(6); (b)(7)(C)
7701 N. Stemmons Frwy, Ste 300
Dallas, TX 75247

Sincerely,

[redacted] (b)(6); (b)(7)(C)

[redacted] (b)(6); (b)(7)(C)

Contracting Officer

From: (b)(6); (b)(7)(C)
To:
Cc:
Subject: RE: RFQ # 70CMSD18Q00000016 Notification
Date: Tuesday, January 29, 2019 11:23:00 AM
Attachments: 06.04 Protest Corrective Action Brief Explanation of Award IntelliWare.pdf

Good Afternoon (b)(6); (b)(7)(C)

We are treating your email as a request for a Brief Explanation of Award following the re-evaluation, see attached. In an effort to be as transparent as possible, the Government team would be willing to host a teleconference with IntelliWare personnel should your company have any other questions relating to the award decision.

Thank you again for your interest in this vital program and we look forward to your participation in future ICE opportunities.

Thanks,

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

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-905-(b)(6);

Email: g(b)(6); (b)(7)(C)n@ice.dhs.gov

Have no fear of perfection. You'll never reach it. -Salvador Dali

From: (b)(6); (b)(7)(C)@intelliwaresystems.com>
Sent: Monday, January 28, 2019 11:12 AM
To: (b)(6); (b)(7)(C)@ice.dhs.gov>; (b)(6); (b)(7)(C)@intelliwaresystems.com>
Cc: (b)(6); (b)(7)(C)@ice.dhs.gov>; (b)(6); (b)(7)(C)@intelliwaresystems.com>; IWS_Contracts <IWS_Contracts@intelliwaresystems.com>; (b)(6); (b)(7)(C)@intelliwaresystems.com>; (b)(6); (b)(7)(C)@intelliwaresystems.com>
Subject: RE: RFQ # 70CMSD18Q00000016 Notification

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

Thank you for sending us the subject notification regarding the unsuccessful protest filed by ManTech for the Visa Lifecycle Vetting Initiative (VLVI) program.

(b)(5)



U.S. Immigration and Customs Enforcement

January 29, 2019

IntelliWare Systems, Inc.
Attn: (b)(6); [redacted] via email delivery
5608 Southpoint Centre Blvd., Suite 100
Fredericksburg, VA 22407

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

Dear (b)(6); (b)(7)(C) [redacted]

The Government reviewed the quote submitted by IntelliWare Systems, Inc. in response to Request for Quote (RFQ) 70CMSD18Q00000016 in accordance with the criteria stated in the RFQ Letter. As a result of the initial evaluation and re-evaluation as recommended by the GAO in protest B-416734, we are providing this brief explanation of the basis for award decision. This letter addresses the evaluation results of your quote only; quotations submitted by the other vendors will not be addressed.

I. Background:

On August 16, 2018 IntelliWare received a Brief Explanation of Award following the initial evaluation that outlined all strengths and weaknesses within IntelliWare's quote along with their rating for each of the three (3) non-price evaluation factors. As discussed in IntelliWare's subsequent Award Notice dated January 28, 2019, ICE re-evaluated Factor 3 – Staffing Approach quotes in accordance with the GAO recommended corrective action to ensure all quotes were fairly and consistently evaluated for Factor 3.

(b)(5)

(b)(5)

If you have any questions, please contact (b)(6); (b)(7)(C) via e-mail at (b)(6); (b)(7)(C)@ice.dhs.gov or to the following mailing address:

Immigrations and Customs Enforcement
Attn: (b)(6); (b)(7)(C)
7701 N. Stemmons Frwy, Ste 300
Dallas, TX 75247

Sincerely,

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

Contracting Officer

(b)(5)

We look forward to receiving the revised basis for the award decision.

V/r,

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

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

Director of Contracts
571-748-9141 (M)
540-604 (b)(6); (b)(7)(C) (O)

IntelliWare

Excellence. Integrity. Commitment.
www.intelliwaresystems.com

=====
IMPORTANT NOTICE:

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From: (b)(6); (b)(7)(C)@ice.dhs.gov>
Sent: Monday, January 28, 2019 11:13 AM
To: (b)(6); (b)(7)(C)@intelliwaresystems.com>
Cc: (b)(6); (b)(7)(C)@ice.dhs.gov> (b)(6); (b)(7)(C)@intelliwaresystems.com>; (b)(6); (b)(7)(C)@intelliwaresystems.com>; (b)(6); (b)(7)(C)@intelliwaresystems.com>
Subject: RFQ # 70CMSD18Q0000016 Notification

Good Morning,

Please see attached notice regarding RFQ # 70CMSD18FR00000016 for Visa Lifecycle Vetting Initiative (VLVI) support Services.

Thanks,

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

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-905- (b)(6); (b)(7)(C)

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

Have no fear of perfection. You'll never reach it. -Salvador Dali



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

January 28, 2019

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

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

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

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

(b)(5)

Sincerely,

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

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

From: (b)(6); (b)(7)(C)
To:
Cc:
Subject: RFQ # 70CMSD18Q00000016 Notification
Date: Monday, January 28, 2019 10:20:00 AM
Attachments: 06.04 Protest Unsuccessful Quoter Notice ManTech.pdf

Good Morning,

Please see attached notice regarding RFQ # 70CMSD18FR00000016 for Visa Lifecycle Vetting Initiative (VLVI) support services.

Thanks,

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

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-905-(b)(6); (b)(7)(C)

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

Have no fear of perfection. You'll never reach it. -Salvador Dali



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

January 28, 2019

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

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

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

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

(b)(5)

Sincerely,

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

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



U.S. Immigration and Customs Enforcement

January 29, 2019

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

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

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

As part of its initial award process, the Government reviewed the quote submitted by ManTech Advanced Systems International, Inc. in response to Request for Quote (RFQ) 70CMSD18Q00000016 in accordance with the criteria stated in the RFQ Letter. Subsequently, the government re-evaluated ManTech's quote consistent with the GAO's recommendation in protest B-416734. This letter provides a brief explanation of the government's re-evaluation of your quote.

I. Background:

On August 16, 2018 ManTech received a Brief Explanation of Award following the initial evaluation that outlined all strengths and weaknesses within ManTech's quote along with their rating for each of the three (3) non-price evaluation factors. As discussed in ManTech's subsequent Award Notice dated January 28, 2019, ICE re-evaluated Factor 3 – Staffing Approach quotes in accordance with the GAO recommended corrective action to ensure all quotes were fairly and consistently evaluated for Factor 3.

(b)(5)

III. Award Decision:

(b)(5)

If you have any questions, please contact (b)(6); (b)(7)(C) via e-mail at (b)(6); (b)(7)(C)@ice.dhs.gov or to the following mailing address:

Immigrations and Customs Enforcement
Attn: (b)(6); (b)(7)(C)
7701 N. Stemmons Frwy, Ste 300
Dallas, TX 75247

Sincerely,

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

Contracting Officer

From: (b)(6); (b)(7)(C)
To: (b)(6); (b)(7)(C)
Cc:
Subject: RE: RFQ # 70CMSD18Q00000016 Notification
Date: Tuesday, January 29, 2019 2:48:00 PM
Attachments: 06.04 Protest Corrective Action Brief Explanation of Award ManTech.pdf

Good Afternoon,

Per your request attached is ManTech's Brief Explanation of Award based on our re-evaluation following GAO's recommendation. Please do not hesitate to reach out should you have additional questions or concerns.

Thank you again for your interest in this vital program and we look forward to your participation in future ICE opportunities.

Very Respectfully,

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

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-900-(b)(6); (b)(7)(C)

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

Have no fear of perfection. You'll never reach it. -Salvador Dali

From: (b)(6); (b)(7)(C)@ManTech.com>
Sent: Monday, January 28, 2019 1:11 PM
To: (b)(6); (b)(7)(C)@ice.dhs.gov>
Cc: (b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: RE: RFQ # 70CMSD18Q00000016 Notification

Good Afternoon (b)(6); (b)(7)(C)

ManTech Advanced Systems International, Inc. (ManTech) is in receipt of the notice regarding RFQ # 70CMSD18FR00000016. We respectfully request a debriefing regarding the reasons why the proposal we submitted was not selected for award. I have attached a copy of our debriefing request.

If you would advise as to when the debrief will be provided, I would appreciate it.

Thanks,

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

Principal Contracts Administrator



U.S. Immigration and Customs Enforcement

January 29, 2019

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

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

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

As part of its initial award process, the Government reviewed the quote submitted by ManTech Advanced Systems International, Inc. in response to Request for Quote (RFQ) 70CMSD18Q00000016 in accordance with the criteria stated in the RFQ Letter. Subsequently, the government re-evaluated ManTech's quote consistent with the GAO's recommendation in protest B-416734. This letter provides a brief explanation of the government's re-evaluation of your quote.

I. Background:

(b)(5)

(b)(5)

If you have any questions, please contact (b)(6); (b)(7)(C) via e-mail at (b)(6); (b)(7)(C)@ice.dhs.gov or to the following mailing address:

Immigrations and Customs Enforcement
Attn: (b)(6); (b)(7)(C)
7701 N. Stemmons Frwy, Ste 300
Dallas, TX 75247

Sincerely,

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

Contracting Officer

ManTech International Corporation
ManTech Mission Solutions and Services Group
2250 Corporate Park Dr, Suite 500
Herndon, VA 20171
Phone: (703) 488-(b)(6);
Fax: (571) 313-5309
(b)(6); (b)(7)(C)@ManTech.com

From: (b)(6); (b)(7)(C)@ice.dhs.gov]
Sent: Monday, January 28, 2019 11:21 AM
To: (b)(6); (b)(7)(C)@ManTech.com>
Cc: (b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: RFQ # 70CMSD18Q00000016 Notification

Good Morning,

Please see attached notice regarding RFQ # 70CMSD18FR00000016 for Visa Lifecycle Vetting Initiative (VLVI) support services.

Thanks,

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

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-905-(b)(6);

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

Have no fear of perfection. You'll never reach it. -Salvador Dali

This e-mail and any attachments are intended only for the use of the addressee(s) named herein and may contain proprietary information. If you are not the intended recipient of this e-mail or believe that you received this email in error, please take immediate action to notify the sender of the apparent error by reply e-mail; permanently delete the e-mail and any attachments from your computer; and do not disseminate, distribute, use, or copy this message and any attachments.



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

January 28, 2019

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

MVM, Inc.
44620 Guilford Drive, Suite 150
Ashburn, VA 20147

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

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

(b)(5)

Thank you again for participation in the subject solicitation and we look forward to working with you in future ICE opportunities.

Sincerely,

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

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

From: (b)(6); (b)(7)(C)
To:
Cc:
Subject: RFQ # 70CMSD18Q00000016 Notification
Date: Monday, January 28, 2019 10:13:00 AM
Attachments: 06.04 Protest Unsuccessful Quoter Notice MVM.pdf

Good Morning,

Please see attached notice regarding RFQ # 70CMSD18FR00000016 for Visa Lifecycle Vetting Initiative (VLVI) support Services.

Thanks,

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

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-905 (b)(6);

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

Have no fear of perfection. You'll never reach it. -Salvador Dali



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

January 28, 2019

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

MVM, Inc.
44620 Guilford Drive, Suite 150
Ashburn, VA 20147

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

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

Following issuance of a Blanket Purchase Agreement to SRA International, Inc., (SRA) under RFQ 70CMSD18Q00000016, ManTech Advanced Systems International, Inc., (ManTech) filed GAO protest B-416734 alleging, among numerous allegations, that the Agency's source selection decision was not consistent with the source selection decision methodology contained in the solicitation and that ICE unequally evaluated protester's and awardee's quotes by failing to assign the awardee a weakness that was evident in both quotes concerning retention techniques focused on cleared personnel. The GAO sustained the protest concluding that there was no reasonable basis in the record to evaluate the quotes disparately, finding that both quotes lacked retention techniques focused on cleared personnel. The GAO denied all other protest grounds. The GAO recommended that ICE re-evaluate quotations under staffing approach consistent with their decision. ICE re-evaluated all quotes under Staffing Approach to determine the extent to which each quote included retention techniques focused on cleared personnel.

MVM's evaluation results and Acceptable rating for Staffing Approach did not change because of the re-evaluation. As previously discussed in the brief explanation of award letter dated August 16, 2018, MVM addressed techniques to retain cleared personnel in its quote and was assigned a strength for its proposal to provide a 10% pay premium that specifically targets employees who obtain TS/SCI clearances. As previously noted, ICE feels that this program would enhance the mission of both the VSP and CTCEU because it would provide the programs with experienced and cleared personnel. While this aspect of MVM's proposal constitutes a strength, neither it, nor any other aspect of its quote, exceeds the requirement to describe/propose methodologies specifically addressing the retention of cleared personnel.

Following re-evaluation, ICE issued a new source selection decision, concluding that SRA International, Inc. represents the best value in accordance with the source selection decision methodology.

Thank you again for participation in the subject solicitation and we look forward to working with you in future ICE opportunities.

Sincerely,

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

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



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

January 28, 2019

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

PAE National Security Solutions, LLC
5160 Lad Land Drive
Fredericksburg, VA 22407

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

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

(b)(5)

Thank you again for participation in the subject solicitation and we look forward to working with you in future ICE opportunities.

Sincerely,

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

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

Contracting Officer
Immigration and Customs Enforcement
Investigations and Operations Support Dallas (IOSD)

From: (b)(6); (b)(7)(C)
To: (b)(6); (b)(7)(C)
Cc:
Subject: RFQ # 70CMSD18Q00000016 Notification
Date: Monday, January 28, 2019 10:15:00 AM
Attachments: 06.04 Protest Unsuccessful Quoter Notice PAE.pdf

Good Morning,

Please see attached notice regarding RFQ # 70CMSD18FR00000016 for Visa Lifecycle Vetting Initiative (VLVI) support services.

Thanks,

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

Investigations & Operations Support Dallas | National Security Support | Contract Specialist

DHS | ICE | Office of Acquisition Management (OAQ)

Phone 214-904-(b)(6); (b)(7)(C)

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

Have no fear of perfection. You'll never reach it. -Salvador Dali



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

January 28, 2019

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

PAE National Security Solutions, LLC
5160 Lad Land Drive
Fredericksburg, VA 22407

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

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

(b)(5)

Thank you again for participation in the subject solicitation and we look forward to working with you in future ICE opportunities.

Sincerely,

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

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



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

January 28, 2019

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

Sotera Defense Solutions, Inc.
2121 Cooperative Way, Suite 400
Herndon, VA 20171

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

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

(b)(5)

Thank you again for participation in the subject solicitation and we look forward to working with you in future ICE opportunities.

Sincerely,

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

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

Contracting Officer
Immigration and Customs Enforcement
Investigations and Operations Support Dallas (IOSD)

From: (b)(6); (b)(7)(C)
To:
Cc:
Subject: RFQ # 70CMSD18Q00000016 Notification
Date: Monday, January 28, 2019 9:48:00 AM
Attachments: 06.04 Protest Unsuccessful Quoter Notice Sotera-KeyWCorp.pdf

Good Morning,

Please see attached notice regarding RFQ # 70CMSD18FR00000016 for Visa Lifecycle Vetting Initiative (VLVI) support Services.

Thanks,

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

Investigations & Operations Support Dallas | National Security Support | Contract Specialist
DHS | ICE | Office of Acquisition Management (OAQ)
Phone 214-905-(b)(6);
Email: (b)(6); (b)(7)(C)@ice.dhs.gov

Have no fear of perfection. You'll never reach it. -Salvador Dali



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

January 28, 2019

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

Sotera Defense Solutions, Inc.
2121 Cooperative Way, Suite 400
Herndon, VA 20171

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

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

(b)(5)

Thank you again for participation in the subject solicitation and we look forward to working with you in future ICE opportunities.

Sincerely,

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

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

Contracting Officer
Immigration and Customs Enforcement
Investigations and Operations Support Dallas (IOSD)

January 28, 2019

(b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)@kigates.com

By E-mail (b)(6); (b)(7)(C)@ce.dhs.gov

T +1 202 778 9428
F +1 202 778 9100

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

Associate Legal Advisor
Office of the Principal Legal Advisor
U.S. Immigration and Customs Enforcement
Department of Homeland Security

**Re: B-416734.1: Protest of ManTech Advanced Systems International, Inc.
ManTech’s Claim for Protest Cost Reimbursement**

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

In the Government Accountability Office’s (“GAO”) Decision and Agency Sustain Letter of November 27, 2018, GAO recommended reimbursement of ManTech Advanced Systems International, Inc.’s (“ManTech”) costs for filing and pursuing the above-captioned protest. Pursuant to that directive and in accordance with 4 C.F.R. § 21.8(d)-(f), ManTech timely submits this request to the Agency within 60 days of receipt of GAO’s recommendation. ManTech has provided certification of the amount claimed (see Attachment A), a summary of all requested reimbursements (see Attachment B), cost adjustment documentation (see Attachments C–E), and descriptions detailing the individual fees and costs (see Attachment F). ManTech has organized these costs into categories recognized by GAO as reimbursable.

A. Attorneys’ Fees

ManTech requests reimbursement of outside counsel fees incurred in filing and pursuing this protest. ManTech has attached documentation of all reasonable outside counsel fees incurred from the date in which ManTech made the decision to pursue this protest, which total 145.30 hours. See Attachments B, F.

As a general rule, GAO considers a successful protester entitled to be reimbursed costs

incurred with respect to all issues pursued, not merely those upon which it prevails. *AAR Aircraft Servs.--Costs*, B-291670.6, May 12, 2003, 2003 CPD ¶ 100 at 9. GAO has stated that “[i]n our view, limiting recovery of protest costs in all cases to only those issues on which the protester prevailed would be inconsistent with the broad, remedial congressional purpose behind the cost reimbursement provisions of the Competition in Contracting Act of 1984, 31 U.S.C. sect. 3554 (c)(1)(a) (2006).” *Burns and Roe Servs. Corp.--Costs*, B-310828.2, April 28, 2008, 2008 CPD ¶ 81. This claim represents costs for protest issues sustained by GAO and issues so intertwined with the sustained issues that they cannot be considered separate protests. *See Price Waterhouse--Claim for Costs*, B-254492.3, July 20, 1995, 95-2 CPD ¶ 38 at 3 (noting that protestors are entitled to costs incurred with respect to all issues pursued unless part of the cost is allocable to a losing protest ground that is so clearly severable as to essentially constitute a separate protest). Because the issues protested by ManTech are intertwined and share a common core of facts, ManTech is entitled to reimbursement for all of the documented time indicated in Attachment F (Attorneys’ Fees - Costs and Descriptions). *See id.* (finding that issues are intertwined where they share a common core of facts, are based upon related legal theories, and are otherwise not readily severable); *Burns and Roe Servs. Corp.--Costs*, B-310828.2 at 3 (finding that misevaluation of proposals and unequal treatment constitute intertwined grounds of protest); *JV Derichebourg-BMAR & Associates, LLC--Costs*, B-407562.3, May 3, 2013, 2013 CPD ¶ 108 (“[W]e generally consider issues concerning the evaluation of proposals to be intertwined.”).

While the Competition in Contracting Act (“CICA”) imposes a fee cap of \$150 per hour for attorneys’ fees, GAO has recognized that this cap should be increased based on cost-of-living adjustments. *Sodexo Mgmt., Inc. - Costs*, B-289605.3, Aug. 6, 2003, 2003 CPD ¶ 136. GAO has stated that the cost-of-living adjustment should be computed using the Department of Labor’s “Consumer Price Index for All Urban Consumers, U.S. City Average for All Items” (CPI-

U), using October 1995 as the base index number and adjusting based on the months in which legal fees were incurred. *Id.* ManTech has included the CPI-U for the applicable time period (August 2018 - October 2018). *See* Attachment C. ManTech calculated, based on cost-of-living adjustments for the months in which ManTech incurred outside legal fees in pursuing this protest, an upward adjustment of (b)(4) *See* Attachments D, E (illustrating the adjustment in text and spreadsheet format, respectively). ManTech therefore requests reimbursement for (b)(4) in attorneys' fees.

B. Internal Labor Costs

ManTech is also entitled to reimbursement for internal labor costs. GAO permits recovery of in-house labor costs directly related to a protest. *See Gulf Gas Utilities Co.--Claim for Costs*, B-242650.7, Feb. 13, 1997, 97-1 CPD ¶ 72 at 2. A protestor may reasonably show the hours spent by employees through a general explanation of the tasks each of its employees conducted and an estimate of the time spent by those employees in their efforts. *See Data Based Decisions, Inc.*, B-232663 *et al*, 89-2 CPD ¶ 538 at 5. ManTech is willing, however, to forego its internal labor costs, and accordingly has not included a breakdown of employee rates of compensation and total internal labor cost. ManTech hopes that the Agency will consider this concession in evaluating the reasonableness of ManTech's reimbursement request.

C. Conclusion

Based on the foregoing explanations and the attached documentation, ManTech requests a total reimbursement of \$35,803.37 for time and expenses related to filing and pursuing this protest.

Sincerely,

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

Counsel for ManTech Advanced Systems International, Inc.

(202) 778-(b)(6); direct dial

(202) 778-9100 direct fax

(b)(6);@klgates.com

Enclosures

cc: (b)(6); (b)(7)(C) Contracting Officer

CERTIFICATION OF HOURLY RATES

Bonnie J. Cook

Executive Vice President, Operations

I, (b)(6); (b)(7)(C) certify that to the best of my knowledge and belief, these documents reflect the true and accurate costs that the protestor, ManTech Advanced Systems International, Inc., incurred and paid in connection with the referenced protest and the amount to which the contractor believes it is entitled to be reimbursed in accordance with 4 C.F.R. § 21.8(d)-(f).

Pursuant to 28 U.S.C. 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: 28 Jun 2019

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

ManTech Protest Costs Summary

Name	Hours		Total
ManTech		Rate	
NONE REQUESTED		N/A	
K&L Gates		Capped Rate	Amount
Invoice #1 (09/24/18)	(b)(4)		
Invoice #2 (10/18/18)			
Invoice #3 (11/07/18)			
Hourly Fee Subtotal			
K&L Gates Subtotal			
Total			\$35,803.37

Cost of Living Adjustment for Attorneys' Fees

1. Determine Base Hourly Rate

(b)(4)

2. Determine Base Index:

a (b)(4)

3. Determine Current Index for months in which legal services were rendered by taking the mean index of those months:

(b)(4)

4. Determine differential between Current Index and Base Index

(b)(4)

5. Determine percentage increase:

(b)(4)

6. Convert percentage increase to dollar increase:

(b)(4)

7. Determine new adjusted hourly rate:

(b)(4)

Attorney Fee Cap Cost Adjustment Spreadsheet

Calculations			Totals
Base Hourly Rate <i>(31 U.S.C. § 3554(c)(2)(B))</i>		(b)(4)	
Base Index (Oct. 1995)			
Current Index			
	Aug-18		
	Sep-18		
	Oct-18		
Mean Current Index <i>(Aug. + Sept. + Oct.) / 3</i>			
Index Differential <i>(Current / Base) x 100</i>			
Percentage Increase <i>(Differential - 100)</i>			
Dollar Increase <i>(Base x Percentage Increase)</i>			
New Adjusted Rate <i>(Base + Dollar Increase)</i>			

From: (b)(6); (b)(7)(C)
To: (b)(6); [redacted]@klgates.com
Cc: (b)(6); (b)(7)(C); [redacted]@klgates.com; (b)(6); (b)(7)(C); [redacted]@klgates.com
Subject: re: Claim for B-416734
Date: Tuesday, January 29, 2019 11:28:04 AM

Good Morning,

Our contracting office is in receipt of your Claim B-416734. It has been reviewed and approved for full amount submitted for the total of (b)(4) as sent in your ManTech Att. B document to our attorney.

We will be preparing the finance documentation, but we will need more information in order to execute and finalize this paperwork for our finance office.

Please provide these items: ManTech's Tax ID, address, and payment information (payment account and routing numbers, and banking information).

If you have any additional questions regarding this claim, please feel free to contact me directly at the phone number listed below.

Thank you.

V/R

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

**Investigations and Operation Support Dallas – Section Chief
National Security Support- DHS- ICE-Office of Acquisition Management
(OAQ)**

Phone: 214-905-(b)(6); (b)(7)(C) **Cell: 202-302-**(b)(6); (b)(7)(C)

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

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

SEE INSTRUCTIONS ON REVERSE

1. NUMBER
192119DIV1CEJ0004

2. DATE
06-FEB-2019

3. ACTIVITY SYMBOL
See Attachment A

4. TO: NAME AND ADDRESS -- PROCUREMENT SECTION (OR STOREROOM)
DEPARTMENT OF HOMELAND SECURITY
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
7701 N STEMMONS FRWY 3RD FLOOR
ATTN: MICHELLE KELLEY

5. FROM: NAME AND ADDRESS -- REQUISITIONER
CTCEJ
(b)(6); (b)(7)(C)
@DHS.GOV
703-238-(b)(6)
1525 WILSON BLVD
ARLINGTON, VA 22209
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFG., ETC)	QUANTITY	UNIT	COST		ACTION CODE
				UNIT PRICE	AMOUNT	
6	7	8	9	10	11	12

0001	(b)(4)					
------	--------	--	--	--	--	--

Justification:
THIS G-514 FUNDS THE PAYMENT OF LEGAL FEES BILLED TO THE CTCEJ BY MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC. IN THE AMOUNT OF \$(b)(4) DOLLARS. THESE FEES WERE ASSESSED DUE TO A PROTEST LAUNCHED BY THE COMPANY.

Recommended Vendor: 541395845
MANTECH ADVANCED SYSTEMS INTER
7799 LEESBURG PIKE STE 700S
FALLS CHURCH, VA 22043-2436
Phone: 703214-(b)(6)
Contact: (b)(6); (b)(7)(C)

13. SIGNATURE OF APPROVING OFFICIAL (b)(6); (b)(7)(C)	Date 06-FEB-2019	14. TITLE OF APPROVING OFFICIAL MGMT & PROG ANAL	15. TOTAL 35,803.37
24. SIGNATURE OF FUNDING OFFICIAL (b)(6); (b)(7)(C)	Date 06-FEB-2019	25. TITLE OF FUNDING OFFICIAL MGMT & PROG ANAL	

16. KEY TO ACTION CODE			17. DATE RECEIVED		18. PURCHASE ORDER	
S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED	17. DATE RECEIVED	18. PURCHASE ORDER	
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY		DATE	NUMBER
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED	18. APPROVED		
1	CANCELLED--STOCK EXHAUSTED					

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 8 AND 12 - HAVE BEEN RECEIVED.

20. LOCATION	21. DATE	22. SIGNATURE	23. TITLE
--------------	----------	---------------	-----------

INSTRUCTIONS

Use

Use Form G-514 - continued on Form G-514.1 -- To requisition materials, supplies, and equipment through the Procurement section of the Regional (or Central) Office; or from a Service-operated Storeroom.

Copies - Distribution

Prepared by requisitioner in an original and two copies, sending original (white) and Copy 1 (pink) to: Procurement Section (or Storeroom), and retaining Copy 2 (green). Procurement Section (or Storeroom) shall, as a rule, pack Copy 1 with shipment, or return it to requisitioner with appropriate advice.

Entries

By requisitioner:

1. Number consecutively, beginning with number one each fiscal year, and prefix with alphabetic location symbol and last two digits of fiscal year (e.g., MIA-58-1, MIA-58-2, MIA-58-3, etc., MIA-59-1, MIA-59-2, MIA-59-3, etc.). Number continuation sheets with numerical suffix (e.g., MIA-58-1.1, MIA-58-1.2, MIA-58-1.3, etc.).
2. Enter date of preparation.
3. Enter numerical symbol of activity which will benefit from use of articles.
4. Enter name and address of Procurement section (or Storeroom) (e.g., Procurement Section, Immigration and Naturalization Service, Richmond, VA).
5. Enter full name, title, and address so that shipping label may be prepared without reference to address directory. If consignee is other than requisitioner, enter shipping instructions under Entry 7.
6. Enter form numbers; stock number shown in "Stores Stock Catalog" and "Federal Supply Schedules."
7. Enter full description of article; attach sketches, plans, samples, etc. If consignee is other than requisitioner, enter shipping instructions.
8. Enter issue - unit quantity.
9. Enter unit of issue (e.g., each, doz., C, gross, ream, M; lb., cwt, ton; bag, ball, bbl., bot., box, can, pkg., roll, tube; pt., qt., gal., etc.)
13. Signature of approving official.
14. Enter title of approving official.
24. Signature of funding official.
25. Enter title of funding official.

By Procurement Section (or Storeroom):

10. Enter unit price.
11. Enter product of Entries 8 and 10.
12. Enter symbol of action taken. See Entry 16.
15. Enter total of amounts under Entry 11.
17. Enter date requisition received.
18. Signature of approving officer.
19. Enter, if issued, date and number of purchase order.

By consignee:

20. Enter address - city and state.
21. Enter date shipment received.
22. Signature of employee authorized to accept delivery.
23. Enter title of receiving employee.

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: 192119DIV1CEU0004

Item No.	Contract No.	Task Ord No.	Project	Task	Fund	Program	Organization	Object	UDF	Amount
1			(b)(4)							
1										

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
VO	2019	709/00540		(b)(4)
SV	2019	70X5378	Student and Exchange Visitor Program, Border and Transportation Security, Department of Homeland Security	

**ICE Office of Acquisition Management
Privacy and Information Security Procurement Review
Exempt Categories Checklist**

ICE Information Governance and Privacy (IGP) and ICE Information Assurance Division (IAD) have determined that the nature of the procurement categories listed below do not represent a specific privacy and/or security risk and thus do not require review by IGP or IAD.

Instructions

If your procurement fits into an exemption, include this completed page in your acquisition package. No further IGP/IAD submissions are required. If your procurement does **NOT** fit into an exemption, you must complete the Privacy and Information Security Checklist.

CONTACT INFORMATION

Procurement POC: (b)(6); (b)(7)(C)	Program POC: (b)(6); (b)(7)(C)
Phone: 214-9 (b)(6);	Phone: 703-23 (b)(6); (b)(7)(C)
Email: (b)(6); (b)(7)(C)@ice.dhs.gov	Email: (b)(6); (b)(7)(C)@dhs.gov

Class A: Admin

- Administrative modifications (e.g., add funding, change address, appoint new COR, change the POC, change or extend Periods of Performance or delivery date, etc.)
This exemption only applies if you check the box above **AND** the SOW/PWS was previously reviewed by the ICE Privacy Office after May 2015.

Class B: Goods

- De-obligation of funds
- Non IT equipment (e.g., uniforms, furniture, paper, filing cabinets, safes, etc.)
- IT hardware (e.g., on-site servers, laptops/desktops for general office use, cell phones, SIM cards, radios, etc.)
- Multi-function devices (e.g., fax, copy machine, scanner, printer, etc.)
- Forensic Software and Hardware (tools used to image, unlock, retrieve or analyze data from mobile devices and computer workstations for the purposes of collecting and analyzing forensic evidence). In addition:
 - there is not a corresponding SOW/PWS for the purchase,
 - the vendor will not have the ability to view any personally identifiable information (PII) associated with the use of the technology/service, and
 - the purpose for the software/hardware aligns with current and existing uses of the technology.

Class C: Services

- Multi-function device maintenance
- Building maintenance (e.g., antennas, HVAC, etc.)
- Firing range services
- Parking
- Conference space
- Training when no employee information or other PII is provided to the vendor
- Bandwidth or network connectivity



If your procurement fits into an exemption, complete and print this page and include it in your Acquisition Package. You do not need to submit any documents for Privacy or Information Assurance Division (IAD) review.

If your procurement does **NOT** fit into an exemption category, you must complete the Privacy and Information Security Checklist. The Checklist and the response from Privacy and IAD must be included in your acquisition package.

From: (b)(6); (b)(7)(C)
To: (b)(6); (b)(7)(C)
Cc:
Subject: FW: B-416734 - cost claim
Date: Tuesday, January 29, 2019 8:04:30 AM
Attachments: B-416734.1 - ManTech Cost Claim.pdf
ManTech Att. B.pdf
ManTech Att. D.pdf
ManTech Att. E.pdf
MantTech Att. A.pdf
Att. C - Consumer Price Index Data.xlsx

I guess after they saw the new award announcement, they changed their mind. Too bad, because had they waited until today, they would not have been able to file the claim.

V/r,

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

Associate Legal Advisor
Office of the Principal Legal Advisor
U.S. Immigration and Customs Enforcement
Department of Homeland Security
Desk: (214) 905-(b)(6);
Email: (b)(6); (b)(7)(C)@ice.dhs.gov

~~*** Warning *** Attorney/Client Privilege *** Attorney Work Product ***~~

~~This communication and any attachments may contain confidential and/or sensitive attorney/client privileged information or attorney work product and/or law enforcement sensitive information. It is not for release, review, retransmission, dissemination, or use by anyone other than the intended recipient. Please notify the sender if this email has been misdirected and immediately destroy all originals and copies. Furthermore do not print, copy, re-transmit, disseminate, or otherwise use this information. Any disclosure of this communication or its attachments must be approved by the Office of the Principal Legal Advisor, U.S. Immigration and Customs Enforcement. This document is for INTERNAL GOVERNMENT USE ONLY and may be exempt from disclosure under the Freedom of Information Act, 5 USC §§ 552(b)(5), (b)(7).~~

From: (b)(6); (b)(7)(C)@klgates.com>
Sent: Monday, January 28, 2019 4:57 PM
To: (b)(6); (b)(7)(C)@ice.dhs.gov>
Cc: (b)(6); (b)(7)(C)@klgates.com>; (b)(6); (b)(7)(C)@klgates.com>
Subject: RE: B-416734 - cost claim

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

I'm sorry for the last-minute change, but my client has elected to pursue its cost claim after all. I've attached the claim and supporting documentation. Please let me know if you have any questions.

January 28, 2019

(b)(6); (b)(7)(C)
(b)(6); (b)(7)(C) klgates.com
T +1 202 778 (b)(6);
F +1 202 778 9100

By E-mail (b)(6); (b)(7)(C)@ice.dhs.gov

(b)(6); (b)(7)(C)
Associate Legal Advisor
Office of the Principal Legal Advisor
U.S. Immigration and Customs Enforcement
Department of Homeland Security

**Re: B-416734.1: Protest of ManTech Advanced Systems International, Inc.
ManTech’s Claim for Protest Cost Reimbursement**

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

In the Government Accountability Office’s (“GAO”) Decision and Agency Sustain Letter of November 27, 2018, GAO recommended reimbursement of ManTech Advanced Systems International, Inc.’s (“ManTech”) costs for filing and pursuing the above-captioned protest. Pursuant to that directive and in accordance with 4 C.F.R. § 21.8(d)-(f), ManTech timely submits this request to the Agency within 60 days of receipt of GAO’s recommendation. ManTech has provided certification of the amount claimed (see Attachment A), a summary of all requested reimbursements (see Attachment B), cost adjustment documentation (see Attachments C–E), and descriptions detailing the individual fees and costs (see Attachment F). ManTech has organized these costs into categories recognized by GAO as reimbursable.

A. Attorneys’ Fees

ManTech requests reimbursement of outside counsel fees incurred in filing and pursuing this protest. ManTech has attached documentation of all reasonable outside counsel fees incurred from the date in which ManTech made the decision to pursue this protest, which total 145.30 hours. See Attachments B, F.

As a general rule, GAO considers a successful protester entitled to be reimbursed costs

incurred with respect to all issues pursued, not merely those upon which it prevails. *AAR Aircraft Servs.--Costs*, B-291670.6, May 12, 2003, 2003 CPD ¶ 100 at 9. GAO has stated that “[i]n our view, limiting recovery of protest costs in all cases to only those issues on which the protester prevailed would be inconsistent with the broad, remedial congressional purpose behind the cost reimbursement provisions of the Competition in Contracting Act of 1984, 31 U.S.C. sect. 3554 (c)(1)(a) (2006).” *Burns and Roe Servs. Corp.--Costs*, B-310828.2, April 28, 2008, 2008 CPD ¶ 81. This claim represents costs for protest issues sustained by GAO and issues so intertwined with the sustained issues that they cannot be considered separate protests. *See Price Waterhouse--Claim for Costs*, B-254492.3, July 20, 1995, 95-2 CPD ¶ 38 at 3 (noting that protestors are entitled to costs incurred with respect to all issues pursued unless part of the cost is allocable to a losing protest ground that is so clearly severable as to essentially constitute a separate protest). Because the issues protested by ManTech are intertwined and share a common core of facts, ManTech is entitled to reimbursement for all of the documented time indicated in Attachment F (Attorneys’ Fees - Costs and Descriptions). *See id.* (finding that issues are intertwined where they share a common core of facts, are based upon related legal theories, and are otherwise not readily severable); *Burns and Roe Servs. Corp.--Costs*, B-310828.2 at 3 (finding that misevaluation of proposals and unequal treatment constitute intertwined grounds of protest); *JV Derichebourg-BMAR & Associates, LLC--Costs*, B-407562.3, May 3, 2013, 2013 CPD ¶ 108 (“[W]e generally consider issues concerning the evaluation of proposals to be intertwined.”).

While the Competition in Contracting Act (“CICA”) imposes a fee cap of \$150 per hour for attorneys’ fees, GAO has recognized that this cap should be increased based on cost-of-living adjustments. *Sodexo Mgmt., Inc. - Costs*, B-289605.3, Aug. 6, 2003, 2003 CPD ¶ 136. GAO has stated that the cost-of-living adjustment should be computed using the Department of Labor’s “Consumer Price Index for All Urban Consumers, U.S. City Average for All Items” (CPI-

U), using October 1995 as the base index number and adjusting based on the months in which legal fees were incurred. *Id.* ManTech has included the CPI-U for the applicable time period (August 2018 - October 2018). *See* Attachment C. ManTech calculated, based on cost-of-living adjustments for the months in which ManTech incurred outside legal fees in pursuing this protest, an upward adjustment of (b)(4). *See* Attachments D, E (illustrating the adjustment in text and spreadsheet format, respectively). ManTech therefore requests reimbursement for (b)(4) in attorneys' fees.

B. Internal Labor Costs

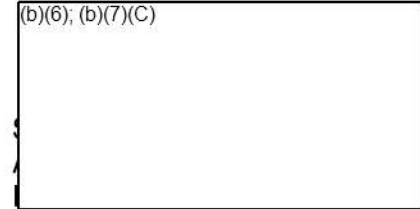
ManTech is also entitled to reimbursement for internal labor costs. GAO permits recovery of in-house labor costs directly related to a protest. *See Gulf Gas Utilities Co.--Claim for Costs*, B-242650.7, Feb. 13, 1997, 97-1 CPD ¶ 72 at 2. A protestor may reasonably show the hours spent by employees through a general explanation of the tasks each of its employees conducted and an estimate of the time spent by those employees in their efforts. *See Data Based Decisions, Inc.*, B-232663 *et al*, 89-2 CPD ¶ 538 at 5. ManTech is willing, however, to forego its internal labor costs, and accordingly has not included a breakdown of employee rates of compensation and total internal labor cost. ManTech hopes that the Agency will consider this concession in evaluating the reasonableness of ManTech's reimbursement request.

C. Conclusion

Based on the foregoing explanations and the attached documentation, ManTech requests a total reimbursement of \$35,803.37 for time and expenses related to filing and pursuing this protest.

Sincerely,

(b)(6), (b)(7)(C)



Counsel for ManTech Advanced Systems International, Inc.

(202) 778-(b)(6) direct dial

(202) 778-9100 direct fax

(b)(6); (b)(7)(C) @klgates.com

Enclosures

cc: (b)(6); (b)(7)(C) Contracting Officer

ManTech Protest Costs Summary

Name	Hours		Total
ManTech		Rate	
NONE REQUESTED		N/A	
K&L Gates		Capped Rate	Amount
Invoice #1 (09/24/18)		(b)(4)	
Invoice #2 (10/18/18)			
Invoice #3 (11/07/18)			
Hourly Fee Subtotal			
K&L Gates Subtotal			
Total			\$35,803.37

Cost of Living Adjustment for Attorneys' Fees

1. Determine Base Hourly Rate

(b)(4)

2. Determine Base Index:

a. (b)(4)

3. Determine Current Index for months in which legal services were rendered by taking the mean index of those months:

a. Work performed August 2018 - October 2018

(b)(4)

b.

4. Determine differential between Current Index and Base Index

(b)(4)

5. Determine percentage increase:

a. (b)(4)

6. Convert percentage increase to dollar increase:

a. (b)(4)

7. Determine new adjusted hourly rate:

a. (b)(4)

b.

Attorney Fee Cap Cost Adjustment Spreadsheet

Calculations			Totals
Base Hourly Rate <i>(31 U.S.C. § 3554(c)(2)(B))</i>			(b)(4)
Base Index (Oct. 1995)			
Current Index			
Aug-18			
Sep-18			
Oct-18			
Mean Current Index <i>(Aug. + Sept. + Oct.) / 3</i>			
Index Differential <i>(Current / Base) x 100</i>			
Percentage Increase <i>(Differential - 100)</i>			
Dollar Increase <i>(Base x Percentage Increase)</i>			
New Adjusted Rate <i>(Base + Dollar Increase)</i>			

CERTIFICATION OF HOURLY RATES

Bonnie J. Cook

Executive Vice President, Operations

I, (b)(6); (b)(7)(C) certify that to the best of my knowledge and belief, these documents reflect the true and accurate costs that the protestor, ManTech Advanced Systems International, Inc., incurred and paid in connection with the referenced protest and the amount to which the contractor believes it is entitled to be reimbursed in accordance with 4 C.F.R. § 21.8(d)-(f).

Pursuant to 28 U.S.C. 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: 28 Jun 2019

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

Best,

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

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

(202) 774 (b)(6);

From: (b)(6); (b)(7)(C) [ice.dhs.gov]

Sent: Monday, January 28, 2019 8:43 AM

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

Subject: RE: B-416734 - cost claim

Thanks

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

I appreciate the head's up.

V/r,

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

Associate Legal Advisor
Office of the Principal Legal Advisor
U.S. Immigration and Customs Enforcement
Department of Homeland Security
Desk: (214) 905 (b)(6);
Email: (b)(6); (b)(7)(C) [ice.dhs.gov]

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From: (b)(6); (b)(7)(C) [klgates.com]

Sent: Friday, January 25, 2019 12:45 PM

To: (b)(6); (b)(7)(C) [ice.dhs.gov]

d (b)(6); (b)(7)(C) klgates.com> (b)(6); (b)(7)(C) s@klgates.com>

Subject: RE: B-416734 - cost claim

H (b)(6);

I'm circling back on our earlier discussion regarding when to expect ManTech's cost claim. ManTech has elected not to pursue its protest costs. I apologize for the eleventh-hour notice, but the decision was made only very recently. I wanted to give you a heads up so that you would not be confused when you did not receive our claim by the 60-day deadline.

Best,

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



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

K&L Gates LLP
1601 K Street NW
Washington, DC 20006
Phone: 202.778.(b)(6);
Fax: 202 778 9100

(b)(6); (b)(7)(C) klgates.com
www.klgates.com

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From: (b)(6); (b)(7)(C)
To:
Subject: FW: B-416734 - cost claim
Date: Monday, January 28, 2019 2:11:22 PM

Sorry, I forgot to forward to you.

V/R

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

**Investigations and Operation Support Dallas – Section Chief
National Security Support- DHS- ICE-Office of Acquisition Management
(OAQ)**

Phone: 214-905-(b)(6); (b)(7)(C) **Cell:** 202-302-(b)(6); (b)(7)(C)

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

“What counts is not necessarily the size of the dog in the fight, it’s the size of the fight in the dog.” President Dwight D. Eisenhower

From: (b)(6); (b)(7)(C)
Sent: Monday, January 28, 2019 7:44 AM
To: (b)(6); (b)(7)(C)@ice.dhs.gov>
Subject: FW: B-416734 - cost claim

FYSA –

Thanks.

V/r

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

Associate Legal Advisor
Office of the Principal Legal Advisor
U.S. Immigration and Customs Enforcement
Department of Homeland Security
Desk: (214) 905-(b)(6);
Email: (b)(6); (b)(7)(C)@ice.dhs.gov

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Information Act, 5 USC §§ 552(b)(5), (b)(7).

From: (b)(6); (b)(7)(C) <(b)(6); (b)(7)(C)@klgates.com>
Sent: Friday, January 25, 2019 12:45 PM
To: (b)(6); (b)(7)(C) <(b)(6); (b)(7)(C)@ice.dhs.gov>
Cc: (b)(6); (b)(7)(C) <(b)(6); (b)(7)(C)@klgates.com>; (b)(6); (b)(7)(C) <(b)(6); (b)(7)(C)@klgates.com>
Subject: RE: B-416734 - cost claim

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

I'm circling back on our earlier discussion regarding when to expect ManTech's cost claim. ManTech has elected not to pursue its protest costs. I apologize for the eleventh-hour notice, but the decision was made only very recently. I wanted to give you a heads up so that you would not be confused when you did not receive our claim by the 60-day deadline.

Best,

(b)(6);



(b)(6); (b)(7)(C)
K&L Gates LLP
1601 K Street NW
Washington, DC 20006
Phone: 202.778.(b)(6);
Fax: 202.778.9100
(b)(6); (b)(7)(C)@klgates.com
www.klgates.com

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CLAIM FOR REIMBURSEMENT FOR EXPENDITURES ON OFFICIAL BUSINESS	1. DEPARTMENT OR ESTABLISHMENT, BUREAU, DIVISION OR OFFICE DHS ICE IISI	2. VOUCHER NUMBER
		3. SCHEDULE NUMBER

Read the Privacy Act Statement on the back of this form.

4. CLAIMANT	3. NAME (Last, First, middle initial) ManTech Advanced Systems International, Inc.	5. PAID BY
	6. SOCIAL SECURITY NO.	
	7. MAILING ADDRESS (Include ZIP Code) 2251 Corporate Park Drive Herndon, VA 20171	8. OFFICE TELEPHONE NUMBER 703-488-2082

6. EXPENDITURES (If fare claimed in col. (g) exceeds charge for one person, show in col. (h) the number of additional persons which accompanied the claimant.)

DATE	CODE	Show appropriate code in col. (b): A - Local travel B - Telephone or telegraph, or C - Other expenses (itemized) D - Funeral Honors Detail E - Specialty Care	MILEAGE RATE	AMOUNT CLAIMED			
				MILEAGE	FARE OR TOLL	ADD PER SONS	TIPS AND MISCEL. EXPENDS
(a)	(c)	(b) (1) FROM (b) (2) TO (b) (3)	(d)	(g)	(h)	(i)	(j)
		(b)(4)					
If additional space is required continue on the back			SUBTOTALS CARRIED FORWARD FROM THE BACK				

7. AMOUNT CLAIMED (Total of cols. (f), (g) and (h))	(b)(4)	TOTALS	35,803.37
---	--------	--------	-----------

8. This claim is approved. Long distance telephone calls, if shown, are certified as necessary in the interest of the Government. (Note: If long distance calls are included, the approving official must have been authorized in writing, by the head of the department or agency to so certify (31 U.S.C. 6803.)

9. This claim is approved. I certify that this claim is true and correct to the best of my knowledge and belief and that payment or credit has not been received by me.

Sign Original Only

APPROVING OFFICIAL SIGN HERE	DATE	2/6/19	CLAIMANT SIGN HERE	DATE	30 Jun 2019
AUTHORIZED CERTIFYING OFFICER SIGN HERE	DATE	2/6/19	11. DATE RECEIVED		
ACCOUNT NUMBER			12. PAYMENT MADE BY CHECK NO.		

See attached G514 192119DIVICEU0004 for accounting and funding data.



G514 Number 192119DIV1CEU0004 Reference Information

- There is no Task Order Number or Contract Number for ManTech Advanced Systems International, Inc. because this is a Vendor’s Claim in reference to a GAO Protest.
- Vendor Claim in reference to GAO Protest Number B-416734.1
- Payment of Claim should be made to ManTech Advanced Systems International, Inc.
- The total funded amount of \$35,803.37 under G514 number 192119DIV1CEU0004 has been setup in FFMS for payment processing via BFC

Vendor to Reimburse POC Information

NAME	ManTech Advanced Systems International, Inc.
ADDRESS	2251 Corporate Park Drive Herndon, VA 20171
POC	(b)(6); (b)(7)(C) (703) 488 (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) ManTech.com
DUNS#	(b)(7)(E)
CAGE#	
TIN#	

Vendor to Reimburse Banking Information

NAME	PNC Bank
ABA/ROUTING NUMBER	(b)(7)(E)
ACCOUNT NAME	
ACCOUNT NUMBER	

Non-Contract/Non-Invoice Information:

DATE OF EXPENDITURE	1/30/2019
OBLIGATION NUMBER	192119DIV1CEU0004
INVOICE NUMBER	192119DIV1CEU0004
TOTAL AMOUNT	\$35,803.37

Agency POCs:

CONTRACTING OFFICER	(b)(6); (b)(7)(C) 214-905-1 (b)(6); (b)(7)(C) @ice.dhs.gov
CONTRACT SPECIALIST	(b)(6); (b)(7)(C) 214-905-1 (b)(6); (b)(7)(C) @ice.dhs.gov
CONTRACTING OFFICER'S REPRESENTATIVE	(b)(6); (b)(7)(C) 703-235-1 (b)(6); (b)(7)(C) @ice.dhs.gov
ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE	(b)(6); (b)(7)(C) 703-235-1 (b)(6); (b)(7)(C) @ice.dhs.gov
VISA SECURITY PROGRAM	(b)(6); (b)(7)(C) 202-732-1 (b)(6); (b)(7)(C) @ice.dhs.gov

February 1, 2019

(b)(6); (b)(7)(C)
T 703.760.1600 (b)(6);
F 703.821.8949
(b)(6); (b)(7)(C) @venable.com

Via: Electronic Protest Docketing System

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

**CICA STAY REQUIRED
IMMEDIATE NOTIFICATION
OF AGENCY REQUESTED**

Attn: Procurement Law Control Group

Re: Protest of Amyx, Inc., Under RFQ No. 70CMSD18Q00000016

Dear Sir or Madam:

Amyx, Inc., of Reston, Virginia, through the undersigned counsel, respectfully protests the decision of U.S. Immigration and Customs Enforcement (“ICE”) to award a blanket purchase agreement (“BPA”) to SRA International, Inc. (“SRA”) under Request for Quotations No. 70CMSD18Q00000016 (“RFQ”).

After the Government Accountability Office (“GAO”) sustained an earlier protest challenging ICE’s initial evaluation and award decision, ICE conducted a second evaluation under the Staffing Approach factor and a second source selection decision. ICE’s second evaluation and award decision was unreasonable, inconsistent with the stated evaluation scheme, and reflected unequal treatment.

The GAO should sustain this protest and provide the relief requested herein.

I.
PRELIMINARY MATTERS

A. Agency Contact Information.

The Contracting Officer is (b)(6); (b)(7)(C) Immigration and Customs Enforcement, Investigations and Operations Support Dallas (IOSD), 7701 N. Stemmons Freeway, Suite (b)(6); (b)(7)(C) Dallas, TX 75247; (214) 905 (b)(6); (b)(7)(C) @ice.dhs.gov.

B. Interested Party Status.

(b)(5)
b

Office of the General Counsel
February 1, 2019
Page 2 of 14

(b)(5)



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Office of the General Counsel
February 1, 2019
Page 3 of 14

(b)(5)

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Office of the General Counsel
February 1, 2019
Page 4 of 14

(b)(5)

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February 1, 2019
Page 5 of 14

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Office of the General Counsel
February 1, 2019
Page 6 of 14

(b)(5)



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Office of the General Counsel
February 1, 2019
Page 7 of 14

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February 1, 2019
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February 1, 2019
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Office of the General Counsel
February 1, 2019
Page 14 of 14

(b)(5)



(b)(6); (b)(7)(C) Contracting Officer (r (b)(6); (b)(7)(C) ce.dhs.gov)

(b)(6); (b)(7)(C) Contract Specialist (b)(6); (b)(7)(C) ice.dhs.gov)

Exhibit A

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

January 28, 2019

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

Amyx, Inc.
1768 Business Center Drive, Suite 300
Reston, VA 20190

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

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

(b)(5)

Thank you again for participation in the subject solicitation and we look forward to working with you in future ICE opportunities.

Sincerely,

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

Exhibit B

**This Document Contains Confidential, Commercial, and/or Financial Information
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U.S. Immigration
and Customs
Enforcement

June 4, 2018

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

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

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

Dear GSA Schedule Holders:

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

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

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

RFQ Attachments:

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

Quote Submission Instructions, Evaluation Factors, and Methodology

1. SUBMISSION INSTRUCTIONS

1.1. General Conditions

(b)(4)



1.3. QUOTE DOCUMENTS

(b)(4)



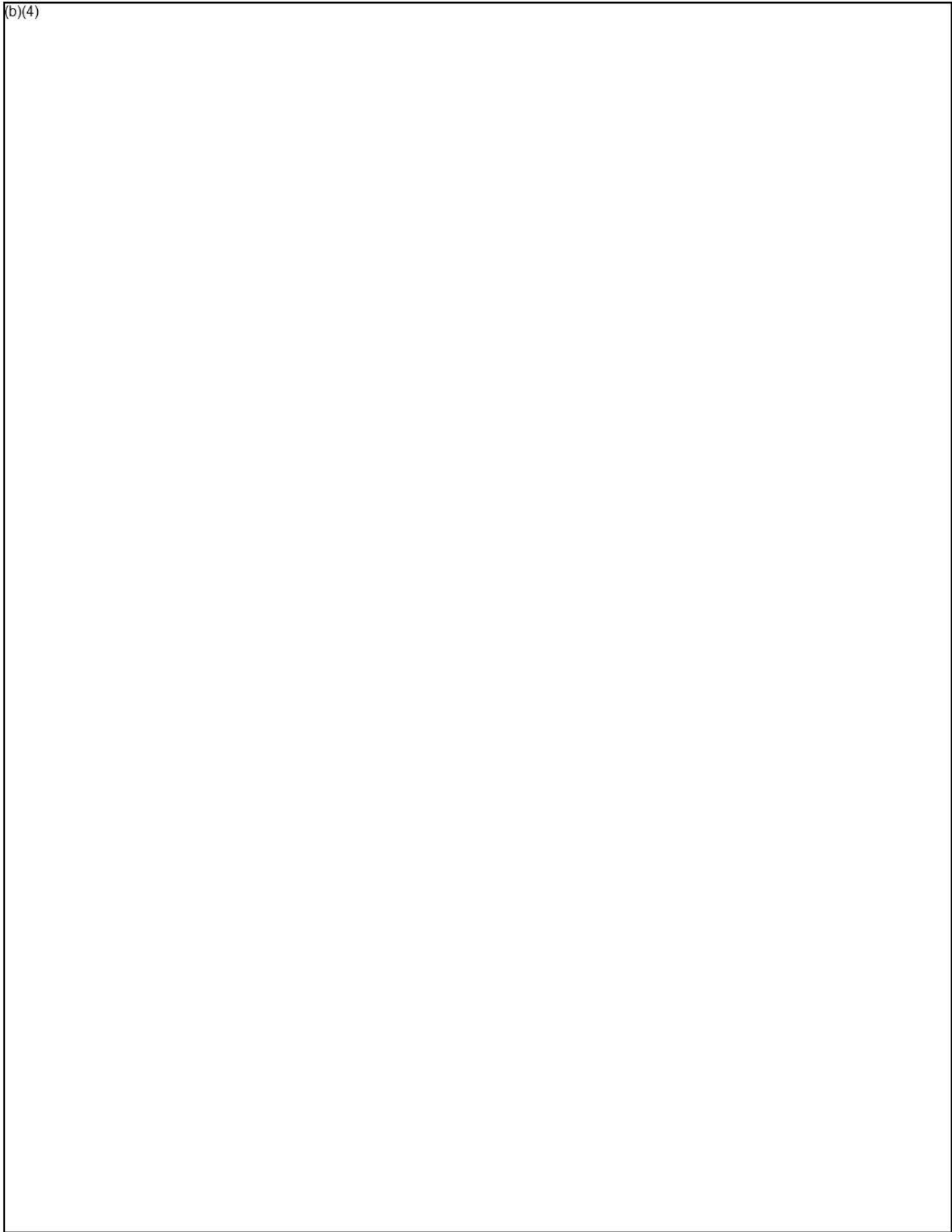
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(b)(4)

Exhibit C

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U.S. Immigration and Customs Enforcement

August 16, 2018

Amyx, Inc.
Attn: (b)(6); (b)(7)(C) via email delivery
1768 Business Center Drive, Suite 300
Reston, VA 20190

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

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

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

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

(b)(4)

(b)(4)

Thank you again for your interest in this vital program on behalf of the Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE).

If you have any questions, please contact [redacted] via e-mail at [redacted]@ice.dhs.gov or to the following mailing address:

Immigrations and Customs Enforcement

Attn: [redacted]

7701 N. Stemmons Frwy, Ste [redacted]

Dallas, TX 75247

Sincerely,

[redacted]

Contracting Officer

B-416732.2, Protest of Amyx, Inc.

AGENCY REPORT INDEX

<u>Tab</u>	<u>Date</u>	<u>Description</u>	<u>Protected</u> ¹
1.	2/28/2019	(b)(4)	
2.	6/4/2018		
3.	6/18/2018		
4.	7/11/2018		
5.	7/11/2018		
6.	7/17/2018		
7.	7/25/2018		
8.	7/20/2018		
9.	8/16/2018		
10.	11/28/2018		
11.	11/29/2019		
12.	1/28/2019		

¹ Documents listed in bold and marked "Yes" contain protected material that should be disclosed only in accordance with the GAO's Protective Order.



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

March 4, 2019

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

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

FILED VIA GAO'S EPDS

Re: B-416734.2, Amyx, Inc.
Agency Report

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

Amyx, Inc. (Amyx or Protester) protests the award of a Blanket Purchase Agreement (BPA) by U.S. Immigration and Customs Enforcement (ICE) to SRA International, Inc. (SRA) under Solicitation No. 70CMSD18Q00000016 (RFQ). ICE issued the BPA off of the Federal Supply Schedule in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) part 8. For the reasons explained below, all grounds of the protest should be dismissed or denied.

I. BACKGROUND

(b)(4)

(b)(4)

**PROTECTED MATERIAL
TO BE DISCLOSED ONLY IN ACCORDANCE WITH GOVERNMENT
ACCOUNTABILITY OFFICE PROTECTIVE ORDER**

(b)(4)

**PROTECTED MATERIAL
TO BE DISCLOSED ONLY IN ACCORDANCE WITH GOVERNMENT
ACCOUNTABILITY OFFICE PROTECTIVE ORDER**

Id. at 3.

(b)(4)

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**PROTECTED MATERIAL
TO BE DISCLOSED ONLY IN ACCORDANCE WITH GOVERNMENT
ACCOUNTABILITY OFFICE PROTECTIVE ORDER**

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**PROTECTED MATERIAL
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ACCOUNTABILITY OFFICE PROTECTIVE ORDER**

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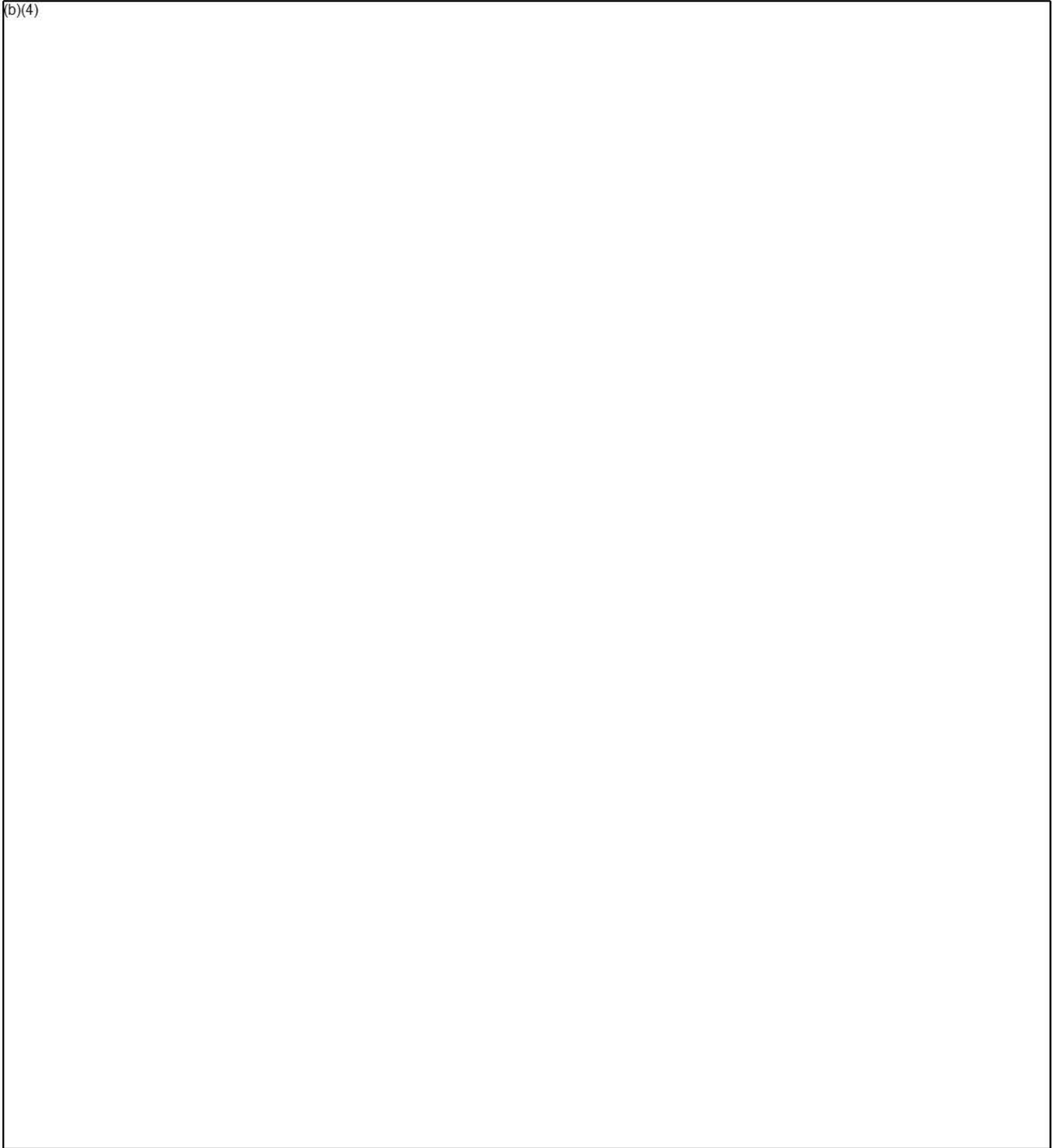
**PROTECTED MATERIAL
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ACCOUNTABILITY OFFICE PROTECTIVE ORDER**

(b)(4)

**PROTECTED MATERIAL
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ACCOUNTABILITY OFFICE PROTECTIVE ORDER**

1. ICE Reasonably Assigned SRA and Amyx Acceptable Ratings.

(b)(4)



(b)(4)

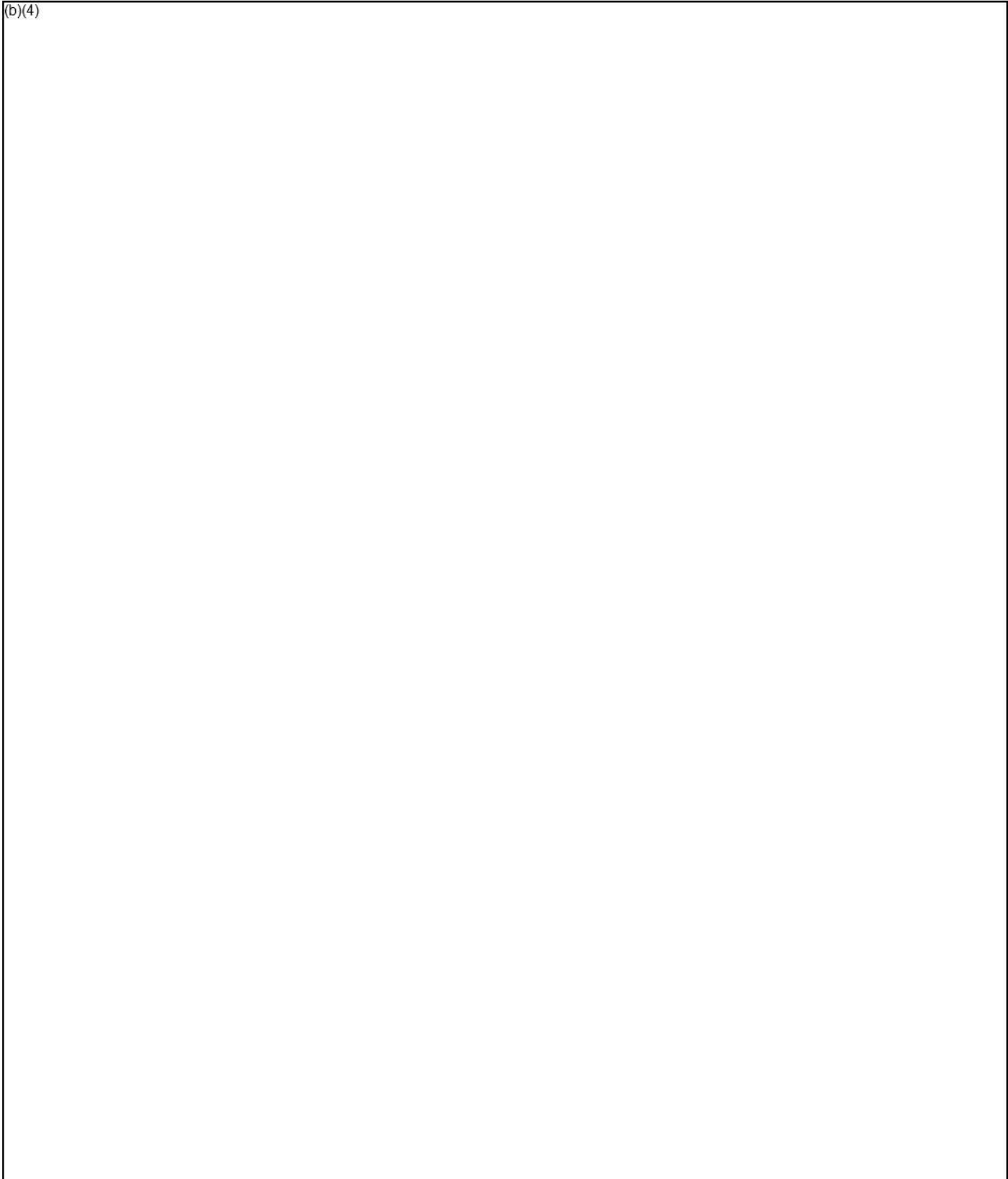
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ACCOUNTABILITY OFFICE PROTECTIVE ORDER**

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**PROTECTED MATERIAL
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ACCOUNTABILITY OFFICE PROTECTIVE ORDER**

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AR, Tab 11 at 9-10.

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ACCOUNTABILITY OFFICE PROTECTIVE ORDER**

(b)(4)

III. CONCLUSION

For the reasons set forth above, ICE respectfully requests that GAO dismiss and/or deny the protest.

Sincerely,

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

Counsel for the Agency

**PROTECTED MATERIAL
TO BE DISCLOSED ONLY IN ACCORDANCE WITH GOVERNMENT
ACCOUNTABILITY OFFICE PROTECTIVE ORDER**

CONTRACTING OFFICER'S STATEMENT OF RELEVANT FACTS

From: (b)(6); (b)(7)(C) Contracting Officer

Re: GAO Protest B-416734.2

Solicitation: 70CMSD18Q00000016 for Contract 70CMSD18A00000003, Awarded to SRA International, Inc. on January 28, 2019

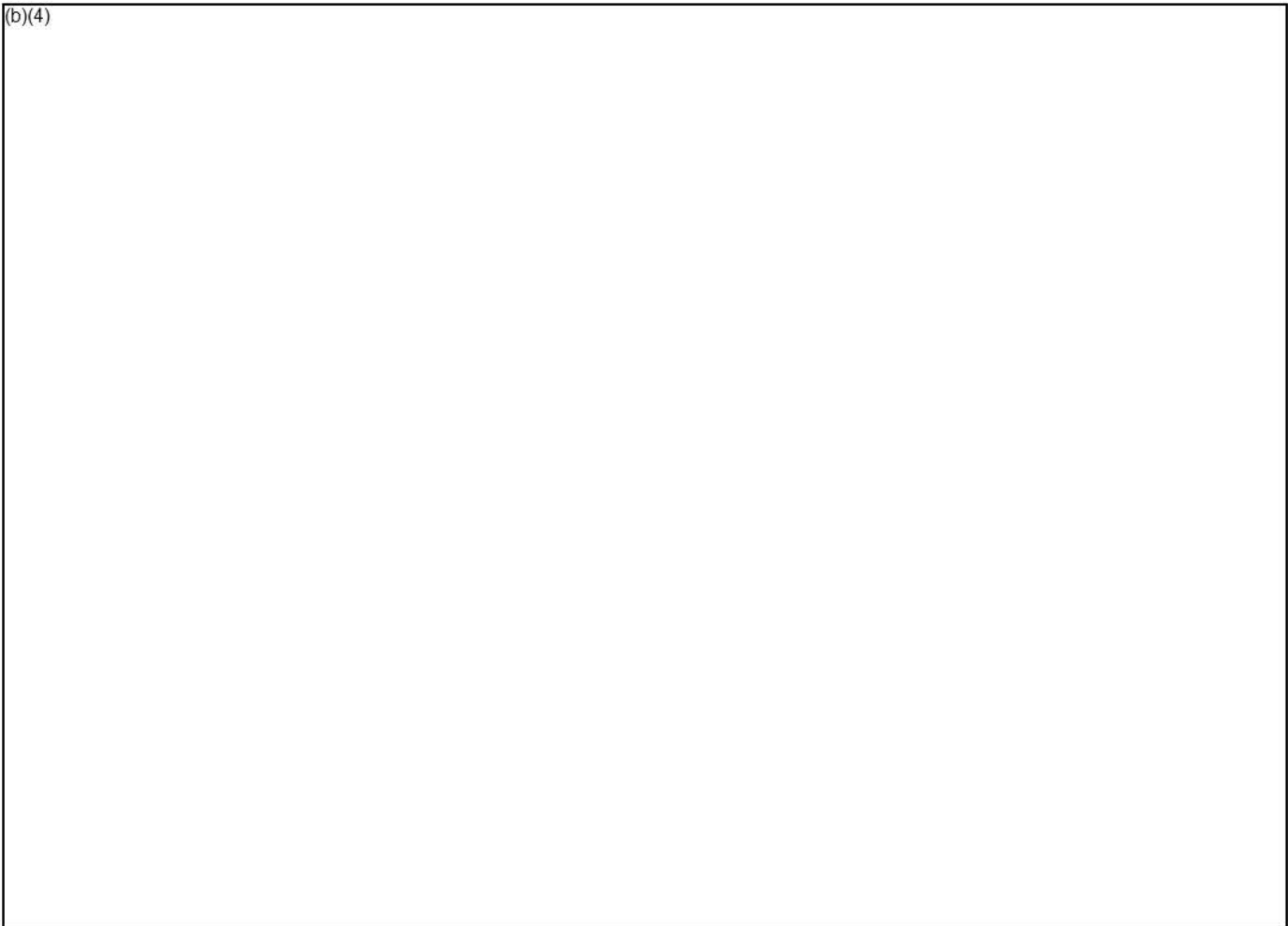
INTRODUCTION

(b)(4)

(b)(4)

(b)(4)

(b)(4)



27. Point of contact is the undersigned at (214) 905-(b)(6);
(b)(7)(C)

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

2/28/2019
Date

Contracting Officer
U.S. Immigration and Customs Enforcement

June 4, 2018

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

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

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

Dear GSA Schedule Holders:

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

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

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

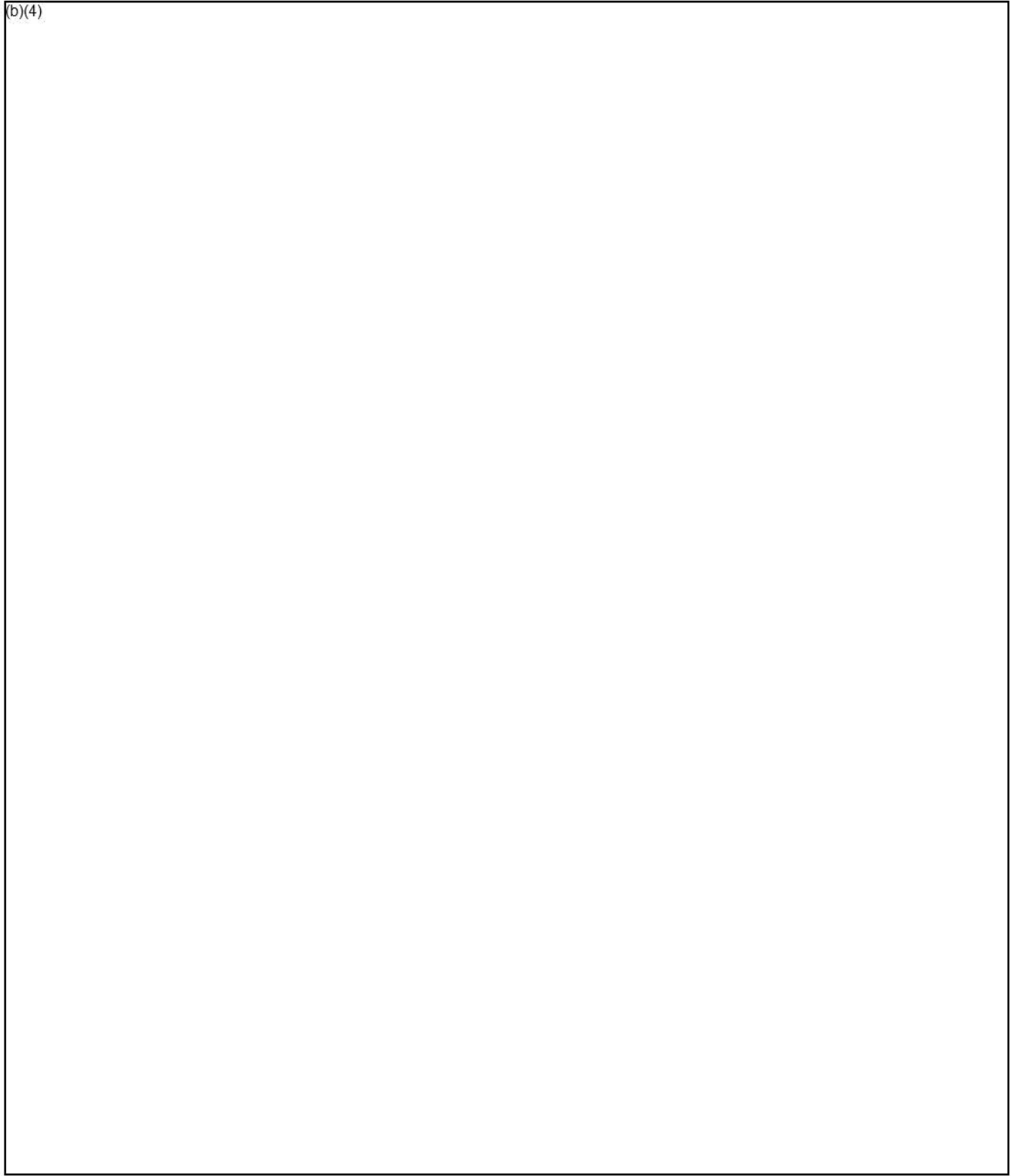
RFQ Attachments:

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2. Attachment 2 – BPA Pricing Template
3. Attachment 3 – Terms and Conditions
4. Attachment 4 – Vendor Questions

Quote Submission Instructions, Evaluation Factors, and Methodology

1. SUBMISSION INSTRUCTIONS

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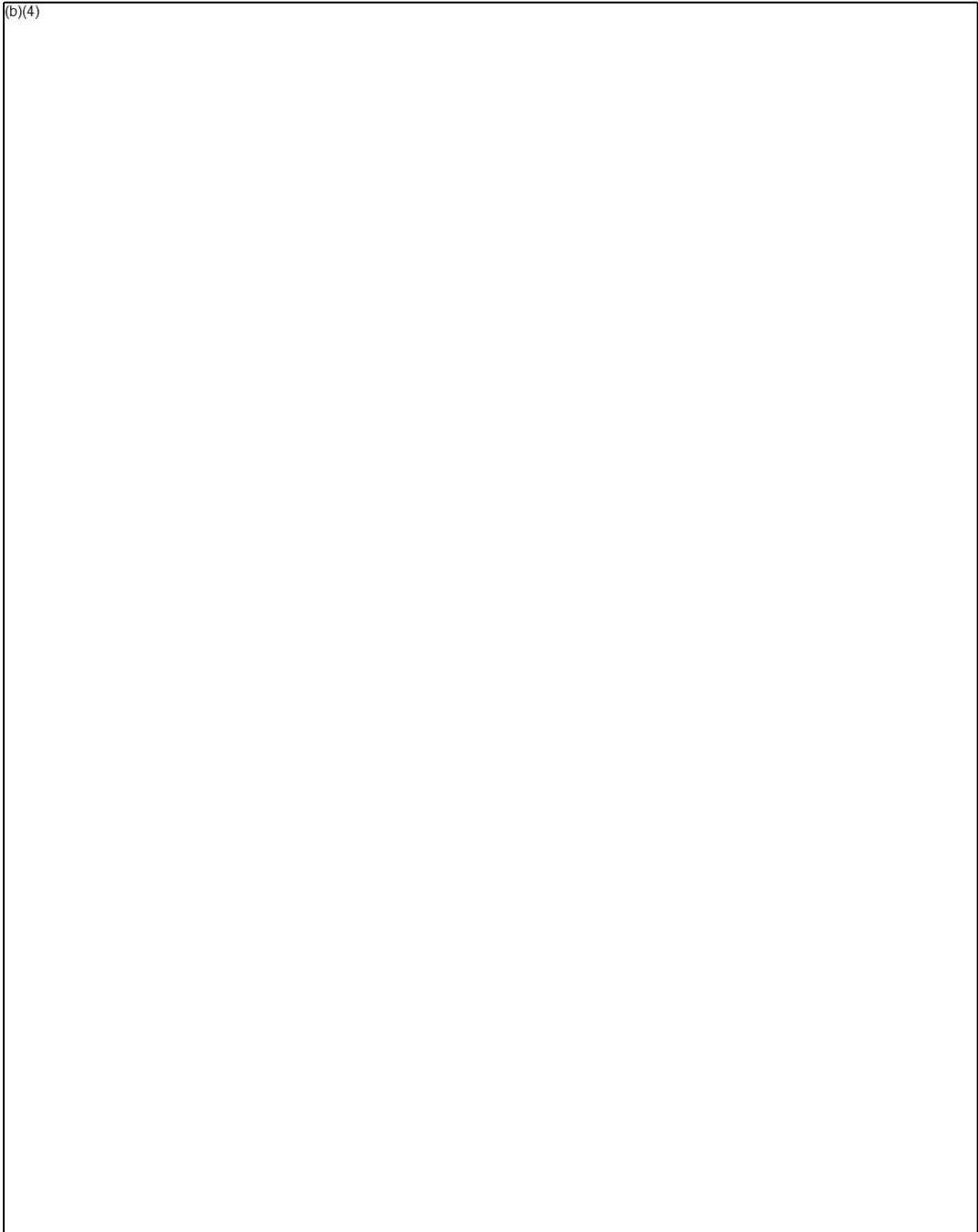


1.3. QUOTE DOCUMENTS

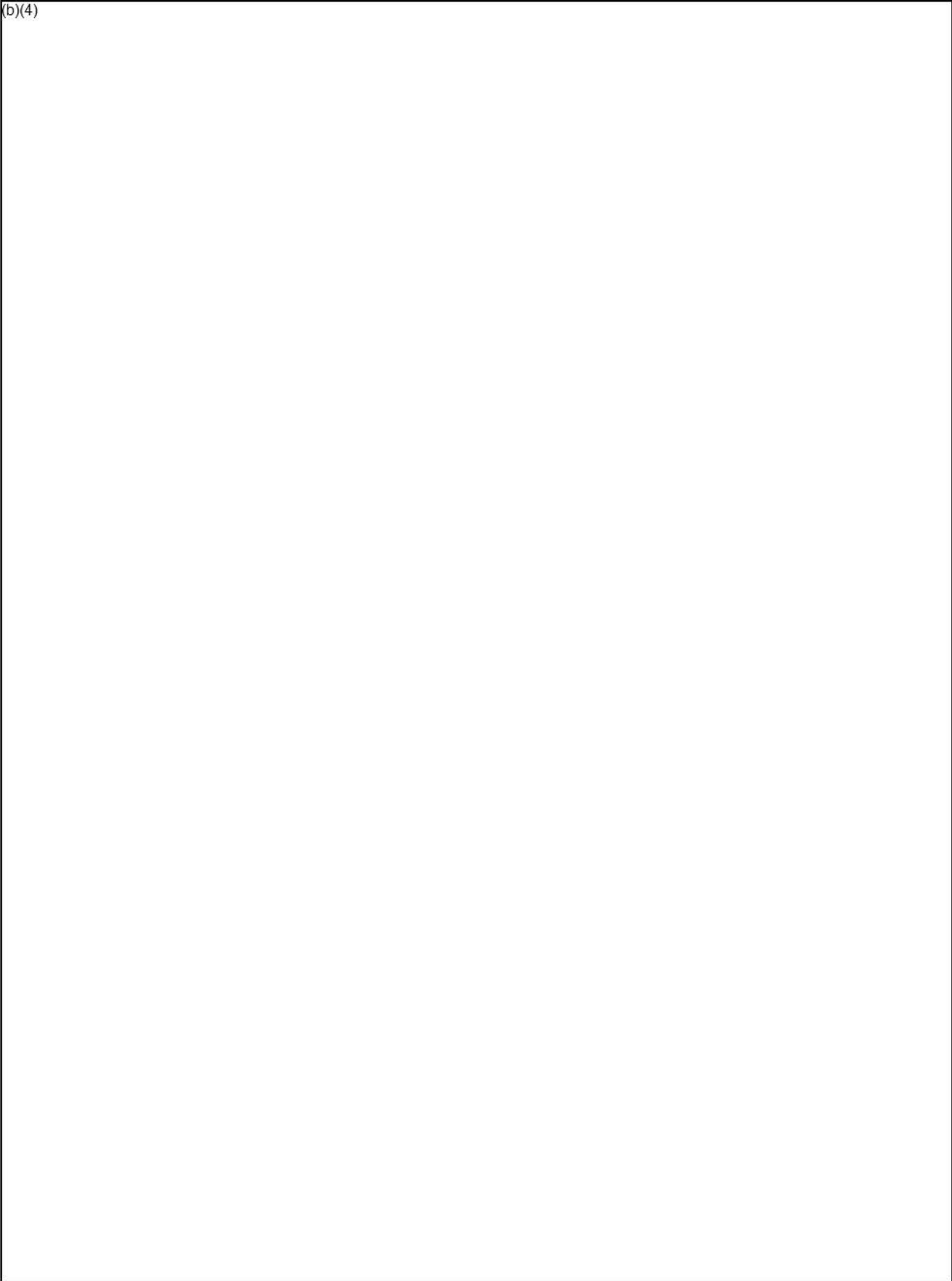
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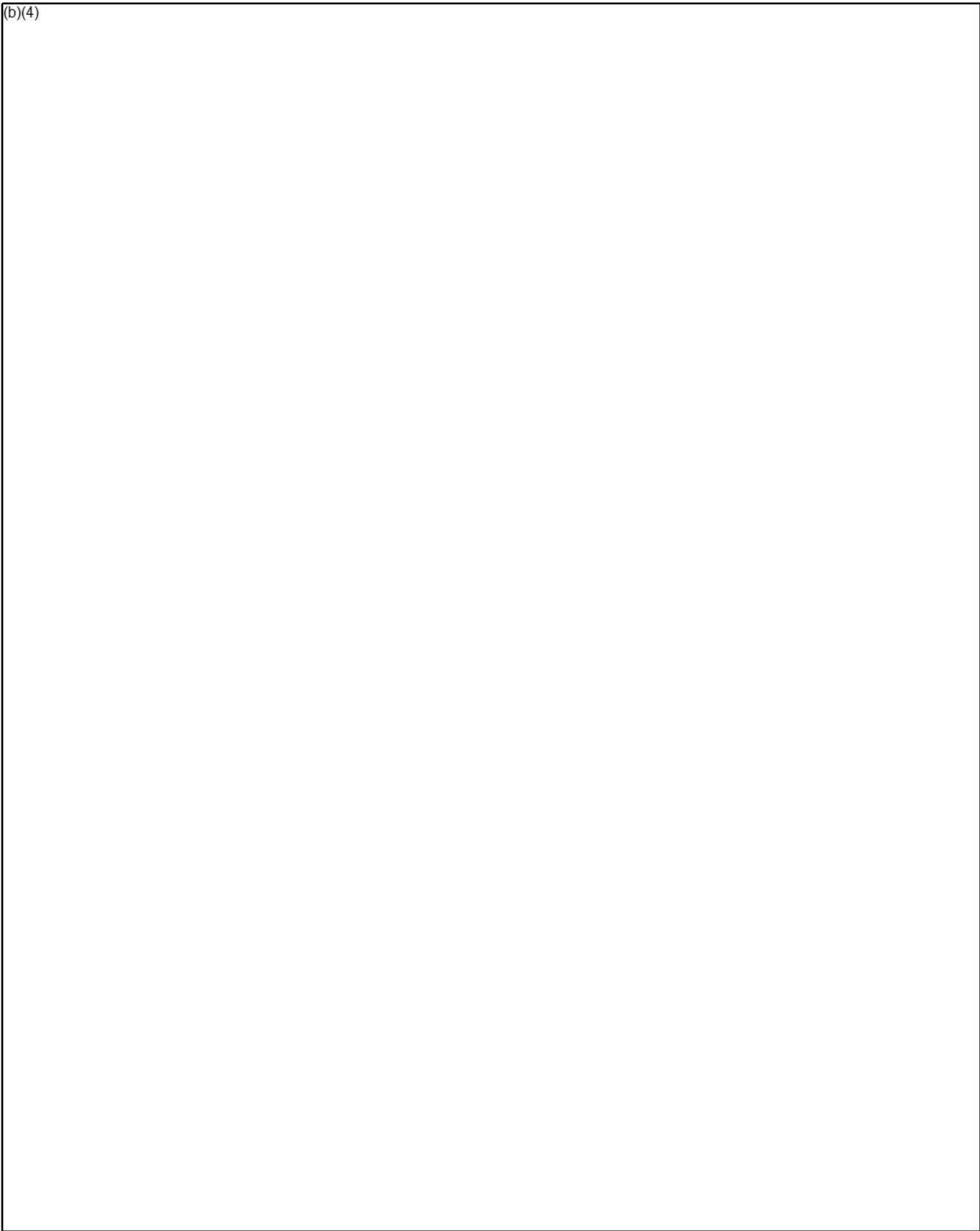
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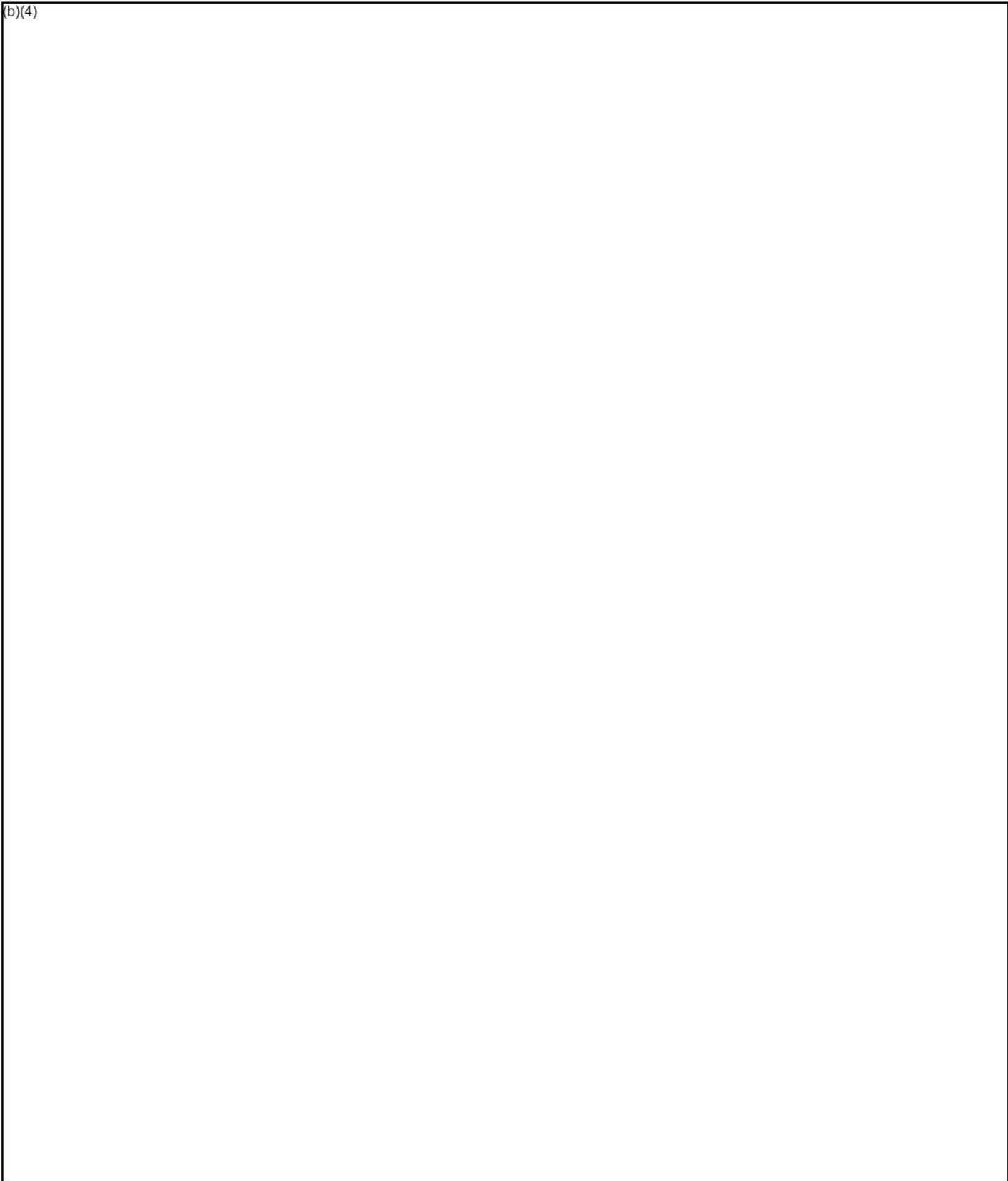
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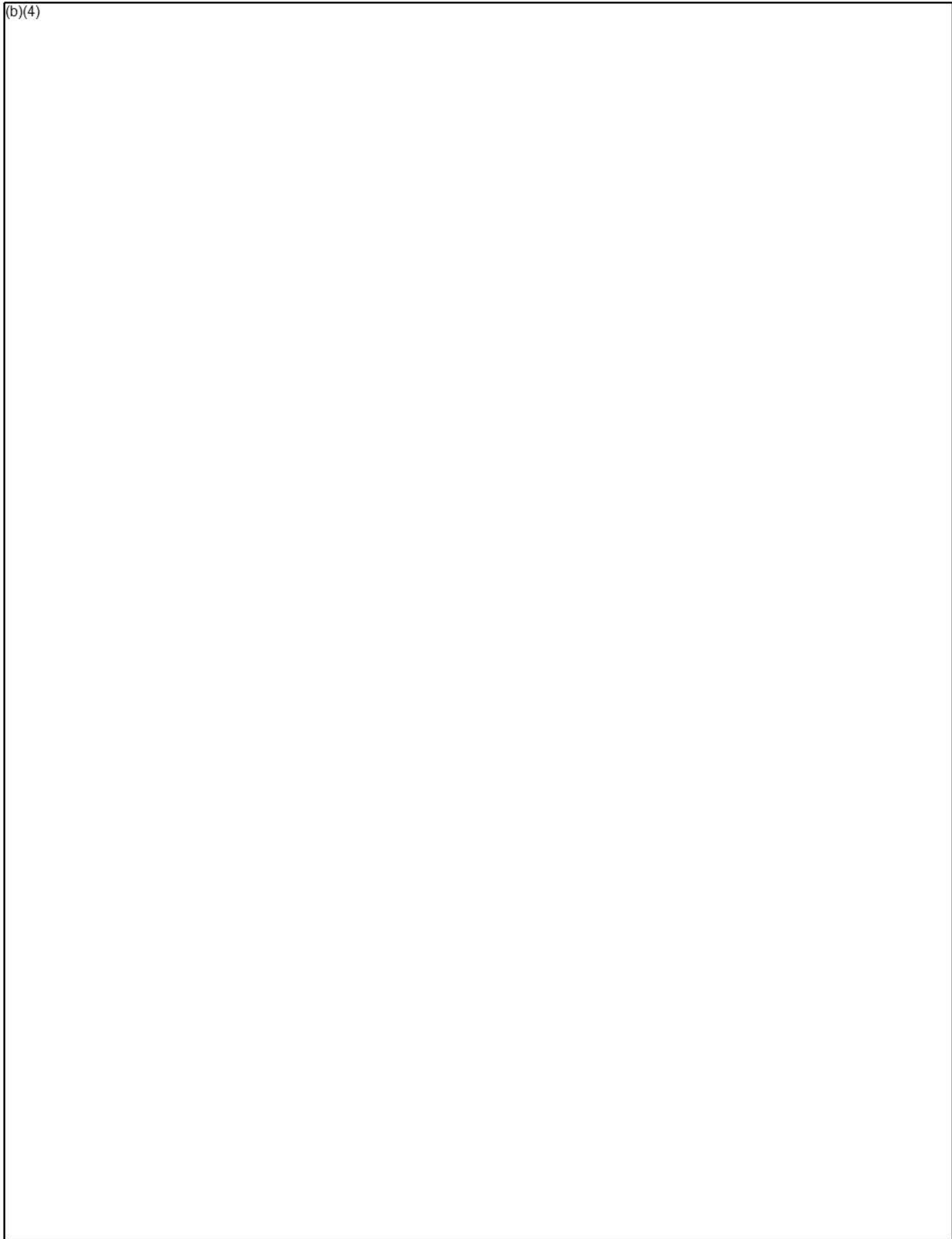
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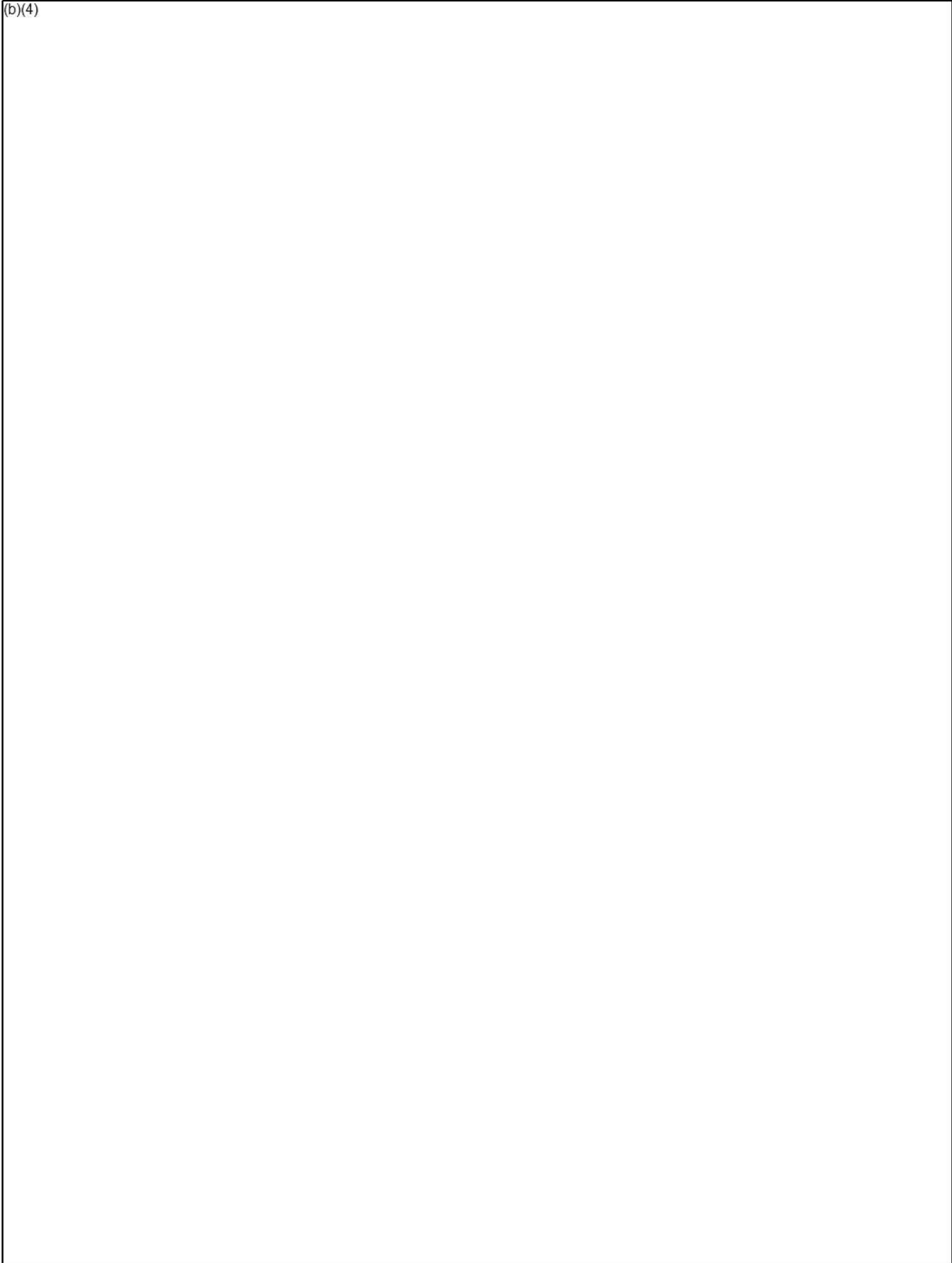
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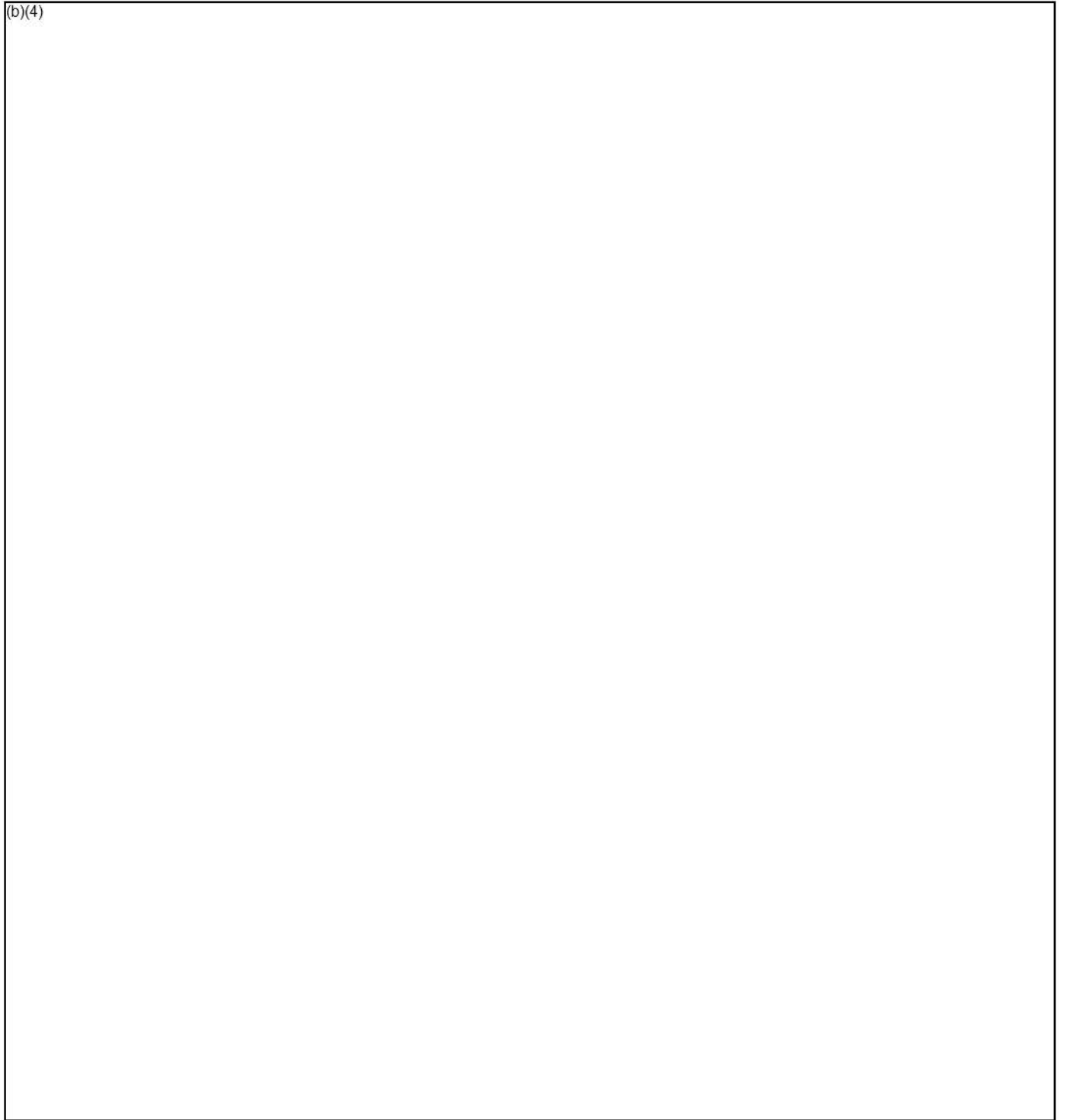
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REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016

ATTACHMENT 1

PERFORMANCE WORK STATEMENT



U.S. Immigration
and Customs
Enforcement

Procurement Sensitive

Performance Work Statement
Visa Lifecycle Vetting Initiative



Homeland
Security

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1.0 BACKGROUND

U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), National Security Investigations Division (NSID) is responsible for two facets of screening and vetting throughout the lifecycle of a visa.

- Visa Security Program (VSP) operations are supported through the Pre-Adjudication Threat Recognition Intelligence Operations Team (PATRIOT) for the screening and vetting of visa applicants. VSP uses a three-prong operational approach: 1) initial screening of visa applicant information using VSP's PATRIOT tool (previously known as VSPTS-Net 2.0), 2) visa applicant vetting done by professional analysts facilitated by the PATRIOT process, and 3) investigative work done by internationally-deployed HSI Special Agents at VSP-covered diplomatic posts. Each prong in this approach contributes different capabilities and values that result in a comprehensive visa screening and vetting program.
- Counterterrorism and Criminal Exploitation Unit (CTCEU) combats national security vulnerabilities and prevents terrorists and other criminals from exploiting the nation's immigration system. The pursuit of these violators provides significant support to the "disrupt and deter" counterterrorism strategy of the United States. CTCEU accomplishes its mission by reviewing the immigration status of known and suspected terrorists, by combating criminal exploitations of the Student and Exchange Visitor Program (SEVP), and by leveraging HSI's expertise with partnering agencies in identifying national security threats.

NSID with other DHS stakeholders performs the majority of visa vetting activities within DHS. In an effort to transform its current vetting programs, NSID has initiated the process to obtain contractor services to establish an overarching vetting contract that will assist with streamlining and centralizing the current manual vetting process.

2.0 SCOPE

The Contractor shall provide all the required personnel to perform the analytical support, management, supervision, communications guidance, facilitation services, technical services, internal training, and functional expertise to support the ongoing Visa Lifecycle Vetting Initiative (VLVI) which includes VSP and CTCEU operations support as described in this PWS. This effort involves shift hours of operation and may entail surge operations as directed by the Contracting Officer's Representative (COR) in coordination with the Government Program Manager. The Contractor shall provide a sufficient work force to perform the services required by this contract. Both the level of effort and employee requisite skills shall meet or exceed the minimum number of personnel and skill classifications required to perform the contract services. If Contractor's performance of all or any part of the contract work is determined unsatisfactory, or as a direct result of inadequate levels of effort thereby jeopardizing performance, the Government reserves the right to require Contractor to promptly increase the level of effort to sufficient quantity and quality to ensure satisfactory performance of the contract requirements, without additional cost to the Government. In any event, there shall be no additional cost to the Government for shift extensions or overtime required to perform work as a result of a vacant position.

2.1. Applicable Policies and Standards

The Contractor shall comply with the latest version of all Federal, DHS and ICE technology standards and architecture policies, processes and procedures applicable to the support of the Visa Lifecycle Vetting Initiative in the following categories:

- Information Technology Systems Security and DHS MD 4300 Sensitive Systems Policy
- Handbook for Safeguarding Sensitive PII at DHS
- HSAR Class Deviation 15-01: SAFEGUARDING OF SENSITIVE INFORMATION
- HSAR Class Deviation 15-01: INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING

3.0 TASKS

The objective of this PWS is to provide personnel who will collect, research, and analyze data, populate data in various law enforcement databases, and work with other government agencies. The Contractor will be expected to meet operational demands, complete the exchange of data with other stakeholders, support operational components, and be responsible for the timely submissions of deliverables.

The Contractor shall conduct daily visa applicant and visa overstay screening and vetting operations utilizing various unclassified and classified databases, tools and intelligence gathering efforts, including but not limited to DHS databases, partner agency and intelligence community holdings, and commercially available open source indices.

Databases and indices to be utilized on a daily basis by the contractor include, but are not limited to, the following:

The Student and Exchange Visitor Information System (SEVIS), the United States Visitor Immigrant Status Indicator Technology Registration System (US- VISIT), the Central Index System (CIS), the Computer Linked Automated Information Management System (CLAIMS), the Refugee, Asylum & Parole System (RAPS), the Consular Consolidated Database (CCD), the Arrival Departure Information System (ADIS), the Secondary Inspection Tool (SIT), Modernized TECS, the National Crime Information Center (NCIC), the Consolidated Lead Evaluation and Reporting System (CLEAR), the Automatic Targeting System – Passenger (ATS-P), Automated Targeting System -Targeting Framework (ATS-TF), Analytical Framework for Intelligence (AFI), Customer Profile Management System (CPMS), Data Analysis and Research Trade Transparency System (DARTTS), Enforce Alien Removal Module (EARM), FALCON, Investigative Case Management (ICM), Person Centric Query Service (PCQS), Unified Passenger (UPAX), Visa Security Program Tracking System (VSPTS) – Classic, VSPTS-PATRIOT (previously known as VSPTS-Net 2.0), and LeadTrac.

Depending upon assignment and/or position, the contractor may be asked to conduct either VSP or CTCEU screening and vetting tasks. Specific tasks relating to both VSP and CTCEU operations are outlined below:

3.1. VSP Vetting Operations - TASKS

3.1.1. MANTIS Security Advisory Opinion (SAO) Vetting

- 3.1.1.1.** An SAO is the process used by the Department of State (DoS) to provide consular officers advice and background information to adjudicate immigrant and nonimmigrant visa applications of security or foreign policy interest. An SAO MANTIS is an evaluation based on the risk of proliferation of sensitive technology and country of origin. The contractor shall download visa applications from the DoS's CCD, in instances where MANTIS SAOs have been requested, and upload the records to U.S. Customs and Border Protection's (CPB) UPAX on Demand Hotlist in an effort to identify any derogatory information that pertains to the applicant, sponsor or affiliated businesses.

- 3.1.1.2.** The Contractor shall prepare a daily Operations Summary which is a preliminary, analytical summation of information revealed during the review of SAO MANTIS applicants; to include information gleaned from DHS databases, partner agency and intelligence community holdings (classified information), and commercially available open source indices. The Operation Summary will include, but is not limited to, the following information: Biographical information, nature of concern (criminal, fraud, immigration, terrorism, other), TECS and ICM record information, purpose of current travel and prior U.S. travel history/encounters, immigration status, resume information, education and employment history, visa application and issuance history, prior MANTIS vetting history, PATRIOT information and recommendation (if applicable), business and/or sponsor name, address and phone number, co-traveler(s) information, etc.

- 3.1.1.3.** The contractor shall extract MANTIS SAO information from CCD and import that information into VSPTS-Classic daily along with their analytical summary, findings and comments pertaining to the applicant.

3.1.2. PATRIOT

- 3.1.2.1.** The screening process involves DoS visa applications that populate to CBP's UPAX hotlist based on unique hits across data points from the application that match against DHS derogatory holdings. Matches will show based upon the physical location (visa issuing embassies/consulates worldwide) at which the applicant is applying, referred to hereinafter as "post". Specific posts are assigned to analysts for screening and vetting. UPAX will identify any connections to DHS holdings associated to the DoS visa. Not all results populated to the UPAX hotlist are of a classified nature and the contractor shall determine the type and nature of the result from UPAX, and shall use both low side and high side systems during the review process.
- 3.1.2.2.** The contractor shall scrutinize the complete visa application package for any application that populates on the Hotlist. The contractor shall research information, including, but not limited to, the applicant's prior travel, education, business activities, associates, affiliations, applicable law enforcement records.
- 3.1.2.3.** The Contractor shall utilize the PATRIOT system according to the System of Records Notification (SORN) as the VSP's system of record for both the transmission of cleared applications and communicating with the Special Agent at post for completing the vetting of applicants.
- 3.1.2.4.** The Contractor shall create records as required by the VSP mission pertaining to individuals applying for immigrant and non-immigrant visas with DoS.
- 3.1.2.5.** The Contractor shall monitor each application for potential Watchlisting nominations and/or enhancements.
- 3.1.2.6.** The Contractor will be read-in to DHS processes for the handling of classified material and shall follow all DHS policies for communicating high side information within the PATRIOT system.
- 3.1.2.7.** The Contractor shall maintain liaison and operational relationships with headquarters program managers and VSP personnel abroad regarding matters relevant to intelligence activities in order to coordinate efforts.
- 3.1.2.8.** The Contractor shall coordinate reporting and information sharing and conduct de-confliction efforts with U. S. government entities to include, but not limited to, U.S. Citizenship and Immigration Services, Customs and Border Protection, Department of State, Central Intelligence Agency, Drug Enforcement Administration, Federal Bureau of Investigation, Terrorist Screening Center, and National Counter Terrorism Center.

3.1.3. SCIF Project

- 3.1.3.1.** The contractor shall represent ICE Homeland Security Investigations (HSI) VSP as a vetting partner within the Interagency Counterterrorism (IACT) Program (collaboration between DHS and the Intelligence Community (IC) to improve visa security). IACT is responsive to the IC and particularly our agents at post, as IACT is specifically referenced within DoS systems as it relates to visa applications. IACT is a trusted partner in timely responses to IACT hits and the SAO process. This project will require personnel who are Watchlisting certified (or after becoming certified by DHS during the course of the contract), to have knowledge of nominations and enhancements to the Watchlisting Framework.
- 3.1.3.2.** The Watchlisting certified contractor shall submit Watchlist nominations and enhancements, perform quality control checks of Watchlist nominations in support of ICE's Watchlisting Cell, perform PATRIOT screening and vetting, and analyze applications for potential nominations to or enhancements of records contained in the Watchlisting cell.
- 3.1.3.3.** The contractors that are Watchlisting certified, or that become certified by DHS during the course of the contract, shall assist fellow colleagues with nominations as well as be responsive to HSI Special Agents at an overseas post when Watchlisting nominations or enhancements are pursued. The Contractor shall review and nominate applicants and associates of applicants, which is a function of the partnership between the analyst and counterparts at post.

3.1.4. Social Media Research

- 3.1.4.1.** The Contractor shall employ analytical techniques in order to vet subjects over the entire lifecycle of visa applicants from application through visa issuance, entry, departure, overstay or violation of the terms of admission into the United States.
- 3.1.4.2.** The Contractor shall leverage open source (publicly available) social media to expand upon VSP's established abilities to utilize government and law enforcement databases in the investigation of national security and public safety concerns by applying social media analytic capabilities in an effort to identify criminal activity, terrorist links, and other forms of derogatory information associated with visa applicants.
- 3.1.4.3.** The Contractor shall employ a risk-based methodology in order to search for derogatory information on nonimmigrant visa holders of national security or public safety concern. Subjects of interest shall be continuously vetted throughout the lifecycle of the visa, from application through visa issuance, entry, departure, overstay, or violation of the terms of admission into the United States.

3.1.4.4. The Contractor shall conduct all social media research in accordance with established DHS and ICE policies and guidance.

3.1.5. Surge Support

3.1.5.1. Normal Surge. The Contractor shall provide support as directed by the government in response to surge or special tasks listed in Task Areas paragraphs 3.0 when performed during or outside of normal works hours as listed in paragraph 6.6 Hours of Operation with the approval of the COR in coordination with the Government Program Manager.

3.1.5.2. Special Assignments Surge. The Contractor shall provide operational support for emergent government tasks within the scope of this order outside of normal work hours. This includes, but is not limited to, Ad Hoc requests, support for HSI field operations, HSI Headquarters driven initiatives, special detailed assignments, special project support, or special tasking.

3.1.5.3. Normal Surge/Special Assignment Surge Notification Procedures. The Contractor will be notified by the COR via telephone or email of a surge operation. The Contractor and its designated Contractor employees shall arrive to the work site no later than 1 - 2 hours after notification has been sent.

3.2. CTCEU Vetting Operations - TASKS

3.2.1. Overstay Daily Operation Support

3.2.1.1. The Contractor shall conduct searches of designated ICE systems, other government agency computer systems and open source (publicly available) sites in order to identify violations and lead viability. Serve as intelligence analysts and perform analysis and production tasks.

3.2.1.2. The Contractor shall provide liaison support involving intelligence analysis as related to ICE operational requirements at various locations by COR in coordination with the Government Program Manager. (See places of performance 6.4)

3.2.1.3. The Contractor shall participate in training with government counterparts on a variety of databases, issues and skill development exercises.

3.2.1.4. The Contractor shall analyze manual leads daily, in coordination with the current CTCEU Information System Contractor, in over 16 separate government and commercial databases. The Student Exchange Visitor Information System (SEVIS) and Terrorist Tracking Pursuit Group (TTPG) Section and National Security Teams are excluded and other manual leads shall be excluded by the COR in coordination with the Government Program Manager.

3.2.1.5. Manual Leads Backlogs. The Contractor shall process all leads as a part of Overstay Daily Operation Support to ensure no backlogs occurs within a thirty day period to ensure there is no backlog on a monthly basis.

3.2.1.6. The Contractor shall process special projects backlogs based on a scheduled time period agreed to by the Contractor and the COR in coordination with the Government Program Manager.

3.2.2. National Security Team (NST) Support

3.2.2.1. The Contractor shall detail Contractor support to conduct classified and unclassified analytical research and provide viable assessments to support National Security tasks and objectives at various local, state and federal agencies, such as, but are not limited to, the Department of State, Federal Bureau of Investigations, Interpol or other partnering entities within the Washington, DC Metro Area.

3.2.2.1.1. Main Mission Support Detail: The Contractor may be required to detail from 1 to 12 Contractor employees for National Security Team Support requirements without any disruption to daily operations. The Contractor shall backfill any detailed Contractor within 14 calendar days after the detail employee reaches the 31st consecutive calendar day with no additional cost to the government.

The Contractor shall ensure the Contractor employees detailed in support of the National Security Team possess knowledge of immigration policy and procedure to include the following: (will have four (4) years of working as an analyst with experience in the following:)

- Terrorist organizations, history, operations, and tactics to include an understanding of how the various terrorist organizations operate.
- Illicit cross-border movement of people, cargo, vehicles, drugs, etc. and/or trade industry, to include identifying suspect trends and patterns.
- International criminal organizations (or international gangs) and how the organizations operate and their areas of operation.

3.2.2.2. The Contractor shall perform analytical research that includes, but is not limited to performing assessments on individuals, groups, financial institutions, commodities, and travel patterns on targets of interest.

3.2.2.2.1. The Contractor shall provide as identified by the government, an assessment package of the targets of interests to include briefing, presentations, discussion panel participation, supporting documents and reports no later than the government identified prescribe time when provided.

3.2.2.3. The Contractor shall conduct research, generate reports and assist with classified projects as directed by the COR or Government Program Manager.

3.2.3. Special Projects Support

- 3.2.3.1. The Contractor shall provide at a minimum the following Special Groups Support services to include, but not limited to, Ad Hoc research assignments, government tasks support, TECS and LeadTrac case management support, and special program to include, but not limited to DoD AWOL Program, the Visa Waiver Enforcement Program, Overstay Initiative Projects, and the Interpol Program.
- 3.2.3.2. The Contractor shall analyze Special Group support leads daily. The Contractor shall process leads within 48 hours to ensure no backlogs occur on a monthly basis.

3.2.4. Lead Generation

The Contractor shall establish a team of highly trained analysts to perform case initiations, case reroutes, and case closures. These analysts shall be responsible for ensuring that each lead to the field is accurate and thorough. Additionally, these analysts shall provide support to the field on active investigations as needed. The Contractor shall generate a minimum of 10,000 investigative leads annually to the appropriate HSI field offices.

- 3.2.4.1. The Contractor shall perform lead reviews to determine lead viability.
- 3.2.4.2. Process leads within 48 hours to ensure no backlogs occur on a monthly basis.
- 3.2.4.3. Append viable leads daily to the case management database for further processing.
- 3.2.4.4. Close non-viable leads daily on a designated Government system.
- 3.2.4.5. Develop strategies to exploit the various internal and external data sources to refine the intelligence analysis process.
- 3.2.4.6. Implement process improvements and enhance existing methodologies to adapt to system and project modernizations.
- 3.2.4.7. Conduct data extractions and uploads as required in LeadTrac Mod and MongoDB environments or other systems.

3.2.5. Social Media Research

- 3.2.5.1.** The Contractor shall leverage open source (publicly available) social media to expand upon CTCEU’s established abilities to utilize government and law enforcement databases in the investigation of national security and public safety concerns that exploit vulnerabilities in the U.S. immigration system by applying social media analytic capabilities, derived only from free and publicly available sources through unattributed computers.
- 3.2.5.2.** The Contractor shall use the open source information to identify actionable intelligence in addition to enhancing investigative findings, which includes, but is not limited to:

 - Identification of recent valid address
 - Researching information in support of cold case investigations
 - Enhancement of subject identification
 - Performing trend analysis
 - Identification of criminal activity and derogatory information
 - Identification of terrorist links and recruitment efforts displayed online
- 3.2.5.3.** The Contractor shall analyze and apply techniques to exploit publicly available information, such as media, blogs, public hearings, conferences, academic websites, social media websites such as Twitter, Facebook, and LinkedIn, radio, television, press, geospatial sources, internet sites, and specialized publications with intent to extract pertinent information regarding individuals, including criminals, fugitives, nonimmigrant violators, and targeted national security threats and their location.
- 3.2.5.4.** The Contractor shall employ a risk-based methodology in order to search for derogatory information on nonimmigrant visa holders of national security or public safety concern. Subjects of interest shall be continuously vetted throughout the lifecycle of the visa, from application through visa issuance, entry, departure, overstay, or violation of the terms of admission into the United States.
- 3.2.5.5.** The Contractor shall conduct all social media research in accordance with established DHS and ICE policies and guidance.

3.2.6.

3.2.7. Surge Support

- 3.2.7.1.** Normal Surge. The Contractor shall provide National Security Research & Lead Generation Team support as directed by the government in response to surge or special tasks when performed during or outside of normal works hours as listed in paragraph 6.6 Hours of Operation with the approval of the COR in coordination with the Government Program Manager.

- 3.2.7.2.** Special Assignments Surge. The Contractor shall provide operational support for emergent government tasks within the scope of this order outside of normal work hours. This includes, but is not limited to, Ad Hoc requests, support for HSI field operations, HSI Headquarters driven initiatives, special detailed assignments, special project support, or special tasking.
- 3.2.7.3.** Normal Surge/Special Assignment Surge Notification Procedures. The Contractor will be notified by the COR via telephone or email of a surge operation. The Contractor and its designated Contractor employees shall arrive to the work site no later than 1 - 2 hours after notification has been sent.
- 3.2.7.4.** National Security Team (NST) Support. If the Government requires the Contractor to detail any Contractor employee under NST Support for 31 consecutive calendar days or more, the detailed Contractor employee shall be billable starting from the 31st calendar day worked under the established firm fixed hourly rates Surge Support on a labor hour basis starting from the 31st day until the Contractor employee returns. The Contractor shall backfill any detailed Contractor within 14 calendar days after the detail employee reaches the 31st consecutive calendar day with no additional cost to the government.
- 3.2.7.5.** Liaison Support. If the Government requires the Contractor to detail any Contractor employee under Liaison Support for 31 consecutive calendar days or more, the detailed Contractor employee shall be billable starting from the 31st calendar day worked under the firm fixed hourly rate established under paragraph 5.2. Surge Support.

3.3. VSP & CTCEU COMMON TASKS

3.3.1. Intelligence Research & Analytical Support

- 3.3.1.1.** The Contractor shall develop and recommend sound methods to solve analytical problems, develop intelligence collection plans which support specific programs and activities, engage in research and analysis to develop and publish intelligence products utilizing a variety of established intelligence techniques to analyze data from a variety of sources to develop trends, patterns, profiles, assessments, estimates, studies, and tactical interdiction information.

- 3.3.1.2. Serve as a liaison developing working relationships with counterparts in other law enforcement and intelligence communities in an effort to exchange pertinent information and provide free flow of information on matters of mutual interest.
- 3.3.1.3. Aggregate, analyze, and evaluate all available information and intelligence to assist in the evaluation of potential threat indicators.
- 3.3.1.4. Extract and organize statistical data to support the building of metrics reports, summaries, and case studies.
- 3.3.1.5. Conduct in-depth vetting of high risk subjects of interest using all source information/intelligence.
- 3.3.1.6. Perform quantitative and qualitative analysis to create association matrices and link analysis to identify previously unknown bad actors.
- 3.3.1.7. Compile information, analyze findings, make interpretations, and write comprehensive reports based on data and use these findings to identify gaps in future collection requirement.
- 3.3.1.8. Provide briefings to management, law enforcement, and intelligence officials on techniques and procedures involved in research and analysis activities and participate in joint efforts to support NSID.
- 3.3.1.9. Serve as an all source analyst responsible for conducting comprehensive research analysis and fusion of unclassified and classified information in support of NSID.

3.3.2. Government and/or Contractor Provided Operational Training

- 3.3.2.1. The Contractor shall provide a dedicated training team that will be responsible for all initial system and database training to all personnel. The Government, on occasion, shall provide additional training as deemed appropriate to contract staff. This may include, but is not limited to, databases and indices referenced in paragraph 3.0.

3.3.3. Statistical/Data Review Support

- 3.3.3.1. The Contractor shall provide statistical and data review support that includes, but is not limited to, the following:
- 3.3.3.2.
 - Analyze data integrity and consistency to obtain a quantitative basis for decision making and resource allocation.
 - Provide intelligence and threat analysis of the information that is tailored to the government's requirements.
 - Provide written reports and populate DHS databases or any other designated database as required.
 - Provide specialized analysis related to data integrity, content of information,

- and production support in the MongoDB environment.
- Evaluate new technological capabilities to enhance productivity and efficiency and provide recommendations for consideration to VSP and CTCEU leadership.
 - Conduct trend analyses and advanced technical research techniques based on the government's requirements.
 - Extract data and develop reports from the LeadTrac Mod system, Visa Security Program Tracking System (VSPTS-PATRIOT & CLASSIC), and additional case management systems, as required.

3.3.4. Ad Hoc Reporting

- 3.3.4.1.** The Contractor shall develop and produce qualitative intelligence reports utilizing government databases and open source analysis for a comprehensive product. The Contractor shall provide assessment packages of subjects of interest, presentations, discussion panel participation, supporting documents, report generation, and assist with classified projects, as requested.

4.0 PERSONNEL

4.1 Program Manager

- 4.1.1** The Contractor shall designate a Program Manager who shall be designated as “key” personnel and shall be responsible to ensure management and performance of all work under this contract. The Program Manager shall ensure Contractor employees are aware of, understand, and abide by DHS (Headquarters) and ICE established rules, regulations, and safety practices, and shall have a full authority to act on matters pertaining to the performance of services under this contract.
- 4.1.2** The Program Manager shall also be the primary point of contact for the Contracting Officer (CO) and designated Contracting Officer Representative (COR) to facilitate Government-Contractor interface and communications. The name of this person, and an alternate or alternates, who shall act for the Contractor when the Program Manager is absent, shall be designated in writing to the Contracting Officer no later than 2 business days after contract award. The Program Manager or alternate will have full authority to act for the Contractor on all contract matters relating to daily operations.
- 4.1.3** During any absence of the Program Manager, only one alternate shall have full authority to act for the Contractor on all matters relating to this contract. The Program Manager and all designated alternates shall be able to read write, speak, and understand English fluently, and shall be a citizen of the United States. The Contractor shall not replace the Program Manager without prior written approval from the Contracting Officer. The Contractor shall submit a notice of intent to replace the Program Manager in writing to the COR a minimum of 7 business days prior to the proposed date of change.
- 4.1.4** The Program Manager shall be available to the COR or designated Government Program Manager via telephone 24 hours per day, 7 days a week, including designated government holidays and any other day designated by Federal Statute, Executive Order, and/or

Presidential Proclamation, or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes) Presidential funerals or any other unexpected government closures and shall respond within 1 hour notification for discussions and resolutions of problems.

- 4.1.5** The Program Manager shall provide overall review, analysis and recommendations for new policies, procedures, tasks, assignments and detailed assignments or modifications to existing policies, procedures, tasks, assignments and detailed assignments for consideration and implementation by government personnel.
- 4.1.6** The Program Manager shall provide overall evaluation of new technological capabilities to enhance productivity and efficiency in support of both CTCEU and VSP Operations.
- 4.1.7** The Program Manager shall plan, organize, direct, and control the project/program to ensure all contractual obligations are fulfilled, quality standards are met, and associated expectations of performance are achieved. Key Responsibilities include, but are not limited to: Provide technical, research, analytical supervision and training to Contractor employees. Manage multiple concurrent project tasks, providing expert direction and guidance to subordinates, developing schedules, formulating work plans, managing and controlling project resources, and serving as the point of contact for DHS ICE CORs or Government Program Manager.
- 4.1.8** The Program Manager shall ensure supervision of contract staff and coordination of staff duties to provide support services to the CTCEU which, depending upon the expansion of the program, may include the hours between 6:00 a.m. to 10:00 p.m., Monday through Friday, 7:00 a.m. to 3:00 p.m. Saturday and Sunday, and during surge operations as indicated in paragraph 3.2.6.
 - 4.1.8.1** The Program Manager shall ensure supervision of contract staff and coordination of staff duties to provide support services to the VSP which, depending upon the expansion of the program, may include the hours between 6:00 a.m. to 10:00 p.m., Monday through Friday, 7:00 a.m. to 3:00 p.m. Saturday and Sunday, and during surge operations as indicated in paragraph 3.1.5.

4.2 Key Personnel

- 4.2.1** The Contractor shall staff the specified key personnel positions to include: Program Manager, Project Manager, Deputy Project Manager, and Senior Task Lead.
- 4.2.2** After award, the Government may designate additional key personnel due to an emergent need to maintain qualified Contractor support on hand in support of the National Security Team and Liaison Support tasks. All Key personnel shall immediately begin security clearance process after contract award.
- 4.2.3** During the first twelve (12) months of contract performance, the Contractor shall make no changes to key personnel unless the change is necessitated by a reason deemed compelling by the Contracting Officer (CO) (e.g., death, illness, termination of employment).

4.2.4 All key personnel changes proposed must be in compliance with paragraphs 4.2.4.1, 4.2.4.2 and 4.2.4.3 hereof. The Government will not approve substitutions for the sole convenience of the Contractor.

4.2.4.1 If any substitution or addition of a key personnel position becomes necessary, the Contractor shall immediately notify the COR and CO in writing, accompanied by the qualifications of the proposed individual. In the case of a substitution, the proposed individual shall meet the requirements as outlined in this section 4.0.

4.2.4.2 All requests for approval of changes hereunder must be in writing, via email, and provide a detailed explanation of circumstances necessitating the proposed change. Requests for changes to key personnel shall be made as soon as possible, but no later than three (3) business days after the Contractor first knows of the need for such change. In addition to a detailed explanation, the request must also provide:

- the resume of the proposed individual (for a substitution or addition);
- a comparison of the qualifications of the proposed individual and the individual to be replaced (for a substitution);
- a signed employee non-disclosure agreement (from the proposed substitution or addition);
- number of hours the Contractor will provide, at its expense, to train the proposed individual (for a substitution or addition); and,
- any other information requested by the Contracting Officer to reach a decision.

4.2.4.3 The CO will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval in writing. A position is considered “filled” when ICE Office of Professional Responsibility (OPR), Personnel Security Unit (PSU) notifies the COR.

4.3 Non Key Personnel

Non-Key Positions: The remaining positions, as outlined in the Contractor proposal, to include any personnel or additional personnel in the following labor categories of, Task Lead, Statistical Data Analyst and Administrative Intelligence Analyst shall be considered non-key personnel and must meet the minimum qualifications and labor categories identified in this PWS. The Contractor shall identify all proposed non-key personnel to include labor category, qualifications and security clearance level. All proposed non-key personnel shall be presented to the COR and ICE Office of Professional Responsibility, PSU for ICE suitability and must begin the clearance process no later than seven (7) calendar days after contract award.

4.4 Labor Category and Qualifications: The Contractor shall provide qualified personnel in the following labor categories to perform all requirements specified in this PWS. Applicants subject to security investigation must meet eligibility requirements for access to classified information.

- Program Manager (Key)
- Project Manager (Key)
- Deputy Project Manager (Key)

- Senior Task Lead (Key)
- Task Lead (Non-Key)
- Statistical Data Analyst (Non-Key)
- Administrative (Intelligence) Analyst (Senior, Midlevel and Junior) (Non-Key)

4.4.1 Program Manager

Requirement: Contractor shall provide a Program Manager to support this requirement. This position will be designated as “Key Personnel”.

Minimum Education/Experience:

- Bachelor’s Degree and Five (5) years supervisory experience in large office management, or Minimum of ten (10) years supervisory experience in large office management in lieu of a Bachelor’s Degree
- Five years (5) of directly related research experience
- Must possess knowledge of immigration policy and procedures as they relate to non-immigrant visitors and visa classifications.

4.4.2 Project Manager

Requirement: Contractor shall provide Project Managers to support this requirement. The Project Managers will be designated as “Key Personnel”.

Minimum Education/Experience:

- Bachelor’s Degree and three (3) years supervisory experience in large office management
- Or a minimum of seven (7) years supervisory experience in large office management in lieu of a Bachelor’s Degree
- Five years (5) of directly related research experience
- Must possess knowledge of immigration policy and procedures as they relate to non-immigrant visitors and visa classifications.

4.4.3 Deputy Project Manager

Requirement: Contractor shall provide a Deputy Project Managers to support this requirement. The Deputy Project Managers will be designated as “Key Personnel”.

Minimum Education/Experience: Deputy Project Manager shall possess the following:

- Bachelor’s Degree in any discipline and three (3) years of directly related research experience and possess knowledge of immigration policy and procedures as they relate to non-immigrant visitors and visa classifications.
- Or an Associate’s Degree and five (5) years of directly related research work experience in a related field in lieu of a Bachelor’s Degree

- Or a High School diploma with seven (7) years of directly related research work experience in a related field in lieu of a Bachelor's Degree and Associate's Degree

4.4.4 Senior Task Leads

Requirement: Contractor shall provide Senior Task Leads to support this requirement. Senior Task Leads will be designated as "Key Personnel".

Minimum Education/Experience: Senior Task Leads will possess the following:

- Bachelor's Degree in any discipline with three (3) years of directly related research experience.
- Or an Associate's Degree and five (5) years of directly related research work experience in lieu of a Bachelor's Degree
- Or a High School diploma with seven (7) years of directly related research work experience in lieu of a Bachelor's Degree and Associate's Degree.

4.4.5 Task Lead

Requirement: Contractor shall provide Task Leads to support this requirement. Task Leads will be designated as "Non-Key Personnel".

Minimum Education/Experience: Task Leads will possess the following:

- Bachelor's Degree in any discipline with two (2) years of directly related research experience.
- Or an Associate's Degree and four (4) years of directly related research work experience in lieu of a Bachelor's Degree.
- Or a High School diploma with six (6) years of directly related research work experience in lieu of a Bachelor's Degree and Associate's Degree.

4.4.6 Statistical Data Analyst

Requirement: The Contractor will provide Statistical Data Analysts that will be designated as "Non-Key Personnel."

Minimum Education/Experience: The Statistical Data Analyst will possess the following:

- Bachelor's Degree or higher in any discipline with four (4) or more years of related experience in analysis of bulk data sets to include entry and extraction of target data, statistical analyses, and reporting.
- Must possess a core understanding and experience in navigating and writing queries for MongoDB and Microsoft Access environment. Experience in MongoDB with a strong understanding of coding principles methodologies and best practices.

4.4.7 Administrative (Intelligence) Analysts

Senior Level

Requirement: The Contractor will provide Senior Level Administrative (Intelligence) Analysts that will be designated as “Non-Key Personnel.”

Minimum Education/Experience: The Administrative (Intelligence) Analysts will possess the following:

- Bachelor’ degree to include three (3) year of experience in any research, intelligence or threat analysis
- Or an Associate’s Degree and five (5) years’ experience in intelligence and threat analysis in lieu of a Bachelor’s Degree.
- Or a High School diploma with seven (7) years’ experience in intelligence and threat analysis in lieu of a Bachelor’s Degree and Associate’s Degree.

Mid-Level

Requirement: The Contractor will provide Mid-Level Administrative (Intelligence) Analysts that will be designated as “Non-Key Personnel.”

Minimum Education/Experience: The Administrative (Intelligence) Analysts will possess the following:

- Bachelor’ degree to include two (2) year of experience in any research, intelligence or threat analysis
- Or an Associate’s Degree and four (4) years’ experience in intelligence and threat analysis in lieu of a Bachelor’s Degree.
- Or a High School diploma with six (6) years’ experience in intelligence and threat analysis in lieu of a Bachelor’s Degree and Associate’s Degree.

Junior Level

Requirement: The Contractor will provide Junior Administrative (Intelligence) Analysts that will be designated as “Non-Key Personnel.”

Minimum Education/Experience: The Administrative (Intelligence) Analysts will possess the following:

- Bachelor’ degree to include one (1) year of experience in any research, intelligence or threat analysis
- Or an Associate’s Degree and three (3) years’ experience in intelligence and threat analysis in lieu of a Bachelor’s Degree.
- Or a High School diploma with five (5) years’ experience in intelligence and threat analysis in lieu of a Bachelor’s Degree and Associate’s Degree.

4.5 Security Clearance Requirements

The contractor's personnel security clearance requirement will vary depending upon assignment and/or position within the CTCEU or VSP Operations.

- **VSP Security Clearance Requirement:** All VSP Operations personnel provided by the Contractor are required to have a Top Secret clearance, at a minimum, and are required to obtain and maintain TS/SCI as required by the COR in coordination with the Government Program Manager.
- **CTCEU Security Clearance Requirement:** All CTCEU Operations personnel provided by the Contractor are required to be able to obtain and maintain a Top Secret clearance and be SCI eligible.

4.6 Employee Conduct

Contractor's employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, and possession of weapons) when visiting or working at Government facilities. The Contractor shall ensure Contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States or the DHS. The Project Manager shall ensure Contractor employees understand and abide by DHS established rules, regulations and policies concerning safety and security.

4.7 Removing Employees for Misconduct or Security Reasons

The Government may, at its sole discretion (via the Contracting Officer), require the Contractor to remove any Contractor employee from DHS facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove an employee.

5.0 CONTRACT DELIVERABLES

The Contractor shall provide all deliverables in PDF format except where otherwise noted: One (1) electronic copy containing deliverables and a letter of transmittal to both the PM and the COR.

5.1 Project Plan and Schedule

The Contractor shall develop a Project Plan outlining resources, activities, and milestones necessary to accomplish work specified in the PWS. Technical activities in the schedule shall be at a level of detail sufficient for the Contractor to manage the task. The Contractor shall develop a new Project Plan schedule whenever a modification to the task order occurs. The Contractor shall provide the initial plan within forty-five (45) days after award.

The Contractor shall schedule activities specified in the PWS including:

- Progress Meetings
- Contract Progress-Meetings and Teleconferences

- Draft Work Plans
- Final Work Plan containing a Work Breakdown Schedule (WBS)

5.2 Progress Reports, Status Reports & Program Reviews

5.2.1 Progress Reports

The Contractor shall prepare a monthly progress report. Initial reports are due to the COR thirty (30) days after award and every thirty (30) days thereafter until the last month of performance. The final delivery will occur ten (10) days before the end of the final performance period and will summarize performance during the period of performance and provide the status of any planned transition activity. The monthly report shall contain the following:

- Description of work planned;
- Description of work accomplished;
- Analysis of the difference between planned and accomplished;
- Work planned for the following month and;
- Open issues or risks.

5.2.2 Quarterly Status Report

The Contractor shall prepare a quarterly status report for the CO and the COR. Generally, these reports should include accomplishments, any deviations from planned activities, field related issues, other issues, and planned activities for the next period. The reports are for the CO and COR, and may be delivered in hardcopy or via electronic (e-mail). Additionally, the CO and/or the COR may request impromptu meetings to discuss status or issues.

5.2.3 Program Reviews

The Contractor shall participate in monthly Program Reviews with the COR or designee to review selected project activities. The purpose of this meeting is to ensure that services are provided in accordance to the PWS in an efficient and timely manner. Also to identify and resolve any issues or concerns to the government before they become potential problems. The program review is intended to be an informal executive summary of these events, and should require only minimal presentation time.

5.3 Quality Control Reports

The Contractor shall develop and maintain an effective quality control plan to ensure services are performed in accordance with this PWS and all referenced documents. The Contractor shall deliver a monthly Quality Assurance Report to the COR.

The Contractor shall establish and maintain a Quality Control Plan (QCP) to ensure the requirements of this contract are provided as specified. The Contractor shall provide a QCP describing the inspection system for the requested services listed in the PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Draft QCP shall be required fifteen (15) days after award and the Final QCP will be required within thirty (30) business days after award. The COR will notify the Contractor of acceptance or required modifications to the Plan. The Contractor shall make appropriate modifications (at no additional cost to the Government) and obtain

COR acceptance of the Plan before the start of the performance period. The Contractor shall update the QCP as changes occur and it will submit the plan to the Government for review and acceptance.

The Government will develop a Quality Assurance Surveillance Plan (QASP) to monitor and evaluate the Contractor's performance under this contract. With the observance of defective performance, the COR will notify the Contractor and document the issue in the monthly Contractor assessment report. Any action taken by the CO as a result of surveillance will be according to the terms of this contract. Any matter concerning a change to the scope, prices, terms or conditions of this task order shall be referred to the CO.

5.4 Common Performance Metrics and Deliverables Table

ITEM	PWS REFERENCE	DELIVERABLES	FREQUENCY/ DUE BY/Performance Standard	DISTRIBUTION
1	6.10, 6.11	Post Award Orientation / Meeting Minutes	Shall be conducted within 7 calendar days following award of the task order. Meeting minutes due 30 calendar days after meeting. 100% on time with 95% accurate information	Program Manager/COR/Contracting Officer
2	5.1	Project Plan	45 business days after award 100% on time with 95% accurate information	Program Manager/COR
3	5.1	Revised Project Plan	As needed whenever a modification to the task order 100% on time with 95% accurate information occurs.	Program Manager/COR/Contracting Officer
4	5.2.2	Quarterly Status Reports	Due by the 15 th business day of each quarter. 100% on time with 95% accurate information	Program Manager/COR
5	5.2.1	Monthly Progress Report:	Due every 30 days 100% on time with 95% accurate information	Program Manager/COR
6	5.3	Draft Quality Control Plan	15 days after contract award 100% on time with 95% accurate information	Program Manager/COR
7	5.3	Final Quality Control Plan	Within 30 business days after award	Program Manager/COR/Contracting Officer

			100% on time with 95% accurate information	
8	5.2.3, 6.11	Contract Progress and Program Review Minutes	As Required. Due two (2)business days after meeting. 100% on time with 95% accurate information	Program Manager/CO R/Contracting Officer
9	6.9.1	Transition In Plan	Due 5 business days after contract award 100% on time with 95% accurate information	Manager/CO R/Contracting Officer
10	6.9.2	Transition Out Plan	Sixty (60) calendar days (or the first business day should this fall on a weekend) prior to the end of the period of performance 100% on time with 95% accurate information	Manager/CO R/Contracting Officer
11	5.8	Accident Report	Within 72 hours of the incident 100% on time with 95% accurate information	Manager/CO R/Contracting Officer

5.5 CTCEU Contract Performance Metrics & Deliverables

5.5.1 The contractor shall provide Lead Generation Reports to the government Project Manager on a weekly basis. The reports shall contain, but not be limited to: a description of the work performed on tasks during the reporting period, the status of current projects, significant activities, outstanding projects, and documentation of any major problems/issues and resolutions and/or recommendations for correction.

5.5.2 The contractor shall provide CTCEU Statistical Metrics Reports on a monthly basis. The reports shall contain, but not be limited to: metrics for all ongoing programs and initiatives at the CTCEU, the status of current projects, significant activities, outstanding projects, and documentation of any major problems/issues and resolutions and/or recommendations for correction.

5.5.3 The Contractor shall provide ad hoc reports, assessment packages, and social media support due within 24 hours of the initial request or as required.

5.5.4 CTCEU Operation Performance Metrics and Deliverables Table

ITEM	PWS REFERENCE	DELIVERABLES	FREQUENCY/ DUE BY/Performance Standard	DISTRIBUTION
1	3.3.4	Ad-Hoc Reports/Assessment Packages/CTCEU Reports	Due within 24 hours of request or as required	Program Manager/COR

			100% on time with 95% accurate information	
2	3.2.4	Lead Generation Reports/Investigative Leads to the Field	Due weekly or as required; Estimated 10,000 investigative leads to the field annually 100% on time with 95% accurate information	Program Manager/ COR
3	3.2.5	Social Media Reports	Due within 24 hours of request or as required 100% on time with 95% accurate information	Program Manager/ COR
4	3.2.4	CTCEU Case Closures	Due within 30 days of case being closed in the field 100% on time with 95% accurate information	Program Manager/ COR
5	3.3.3	Monthly CTCEU Statistical Metrics Report	Due every 30 days or as required 100% on time with 95% accurate information	Program Manager/ COR

5.6 VSP Contract Performance Metrics & Deliverables

5.6.1 The contractor shall provide detailed, written status reports to the COR on a bi-weekly basis by the 3rd business day after the 15th and the end of each month, and a quarterly report by the 10th business day after each quarter. The reports shall contain, but not be limited to: a description of the work performed on tasks during the reporting period; the status of current projects; what documents were produced and reports that remain outstanding; documentation of any major problems/issues; resolution and/or recommendations for correction; and significant events.

5.6.2 The contractor shall provide VSP & SAO Operational Summary and Metric reports to the government Project Manager on a daily, weekly, monthly, quarterly and annual basis. The VSP & SAO metrics reports are a weekly, monthly, and yearly data collection tool used to cumulatively represent the number of visa applications screened and vetted. The metrics report includes the visa applications that identified derogatory information and this derogatory information is provided to law enforcement for further investigation.

5.6.3 VSP & SAO Performance Metrics & Deliverables Table

ITEM	PWS REFERENCE	DELIVERABLES	FREQUENCY/ DUE BY/Performance Standard	DISTRIBUTION
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1	5.6.1	Provide Written Bi-weekly status reports	Due by the 3 rd business day after the 15 th and the last day of the month and a quarterly report by the 10 th business day after each quarter. 100% on time with 95% accurate information	Program Manager/COR/Contracting Officer
2	5.6.2	SAO Daily Operational Summary	Due by end of the business day 100% on time with 95% accurate information	Program Manager/COR
3	5.6.2	SAO Weekly Operational Summary & Metrics	Due by the end of the business week 100% on time with 95% accurate information	Program Manager/COR
4	5.6.2	VSP & SAO Operations Metrics	Due by the 5 th business day after the end of the month 100% on time with 95% accurate information	Program Manager/COR
5	5.6.2	VSP & SAO Operations Metrics (quarterly)	Due by the 10 th business day after the quarter. 100% on time with 95% accurate information	Program Manager/COR
6	5.6.2	VSP & SAO Operations Metrics	Due by the 15 th business day after the fiscal year 100% on time with 95% accurate information	Program Manager/COR

5.7 Product Acceptance

Products delivered under this PWS shall be accepted when they meet all requirements, which include: Timeliness, accuracy of reporting and delivered in the format outlined by the government.

Initial deliverables shall be considered draft versions and will be reviewed and accepted or rejected by the Government within ten (10) working days. The documents shall be considered final upon receiving Government approval.

The COR will review deliverables prior to acceptance and provide the Contractor with an e-mail that provides documented reasons for non-acceptance. If the deliverable is acceptable, the COR will send an e-mail to the Contractor notifying it that the deliverable has been accepted.

The COR will have the right to reject or require correction of any deficiencies found in the deliverables. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor shall have an opportunity to correct the rejected deliverable and return it per delivery instructions.

The COR will have five (5) business days to review deliverables and make comments. The Contractor shall have three (3) business days to make corrections and redeliver. The Contractor is further advised that there may be situations requiring shorter time frames to revise documents based upon the Government's review. Such situations will be communicated to the Contractor by the COR.

5.8 Accident Reports

In the event of an accident on Government property, or involving Government personnel or property, the Contractor shall submit a report within 72 hours to the CO in letter form that shall include the following: (1) the time and date of the occurrence; (2) the place of occurrence; (3) a list of personnel directly involved; and (4) a narrative or description of the accident to include a chronological order of the accident and circumstances.

6.0 GENERAL

6.1 Government Furnished Property (GFP)

6.1.1 The Contractor shall keep and maintain an inventory of Government-furnished equipment, which shall be made available to the COR upon request.

6.1.2 The following standard items will be issued to the Contractor personnel (additional equipment may be necessary once the contract is implemented) for use in performing tasks as outlined in this PWS:

- Desk space
- Telephone
- General Office Supplies
- Laptop
- Docking station
- Desktop Computer Workstation with ICE LAN/Internet access
- ICE VPN Token
- Cell Phone
- Wireless Air Card
- Printer and Scanner

6.1.3 The Contractor shall use or operate the GFP in a responsible manner deemed necessary by the Government to aid the Contractor in the performance of work. The Contractor is solely responsible for the care and accountability of all Government provided equipment in accordance with the terms and conditions of this contract.

6.1.4 No alterations shall be made to the facilities. The Contractor shall return the facilities to the government in the same condition as received, fair wear and tear excepted. These facilities shall only be used in performance of this contract. Contractor will be provided with duty hour's access to appropriate ICE workspaces. After-hours access to ICE workspace will be permitted as designated by and approved by the COR in coordination with the Government Program Manager.

6.2 Non-Disclosure Statements

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of these tasks and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of these tasks. Contractor personnel shall sign Non-Disclosure statements (DHS Form 11000-6).

6.3 Conflict Of Interest Avoidance Information

The Contractor shall notify the COR in writing no later than 24 hours after occurrence of any potential conflicts of interest through their performance on this contract. The COR will immediately notify the CO of any potential Contractor conflicts of interest.

6.4 Place of Performance

The place of performance will be at the Government's facilities located at various satellite offices in the National Capital Region (NCR), the specific offices described below, and may include future expansion offices outside of the NCR.

CTCEU
HSI Division 1
1525 Wilson Boulevard, Suite 425
Arlington, Virginia 22209-2411

CTCEU
HSI Division 1
1550 Wilson Boulevard, 4th floor
Arlington, Virginia 22209-2411

VSP
HSI Division 1 VSCC
1953 Gallows Road
Vienna, VA 22182

For unclassified work, the contractor may be allowed to telework at the discretion of the Government.

6.5 Period Of Performance

The period of performance for this contract period will contain a 12 month base period with four (4) twelve month option periods.

6.6 Hours Of Operation

Depending upon assignment and/or position, the contractor may be asked to conduct either VSP or CTCEU screening and vetting tasks. Personnel hours for the respective operations are outlined below:

- CTCEU Contractor Personnel

The Program Manager shall ensure supervision of contract staff and coordination of staff duties to provide support services to the CTCEU which, depending upon the expansion of the program, may include the hours between 6:00 a.m. to 10:00 p.m., Monday through Friday and 7:00 a.m. to 3:00 p.m. Saturday and Sunday, with the exception of Government holidays as defined in section 6.8 Government Holidays. Additional hours outside of the normal duty hours may be required to support unknown contingencies and the Contractor will be reimbursed by a separate Surge Contract Line Item Number (CLIN) for this support using firm fixed Labor Hour rates.

- VSP Contractor Personnel

The Program Manager shall ensure supervision of contract staff and coordination of staff duties to provide support services to the VSP which, depending upon the expansion of the program, may include the hours between 6:00 a.m. to 10:00 p.m., Monday through Friday and 7:00 a.m. to 3:00 p.m. Saturday and Sunday, with the exception of Government holidays as defined in section 6.8 Government Holidays. Additional hours outside of the normal duty hours may be required to support unknown contingencies and the Contractor will be reimbursed by a separate Surge Contract Line Item Number (CLIN) for this support using firm fixed Labor Hour rates.

6.7 Travel

The Contractor shall coordinate specific travel arrangements with the COR to obtain advance, written approval for the travel to be conducted. The Contractor's request for travel shall be in writing and contain the names of individuals traveling, dates, destination, purpose, and estimated costs of the travel. The Government will not reimburse for local travel. Local travel is defined as travel within a 50-mile radius of the Contractor personnel's specific place of performance.

No travel at government expense is authorized unless fully funded on the contract in advance of travel. The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets may be reimbursable as long as the changes are driven by the work requirement. Travel performed for personal convenience or daily travel to and from work at the Contractor's facility or local Government facility (i.e., designated work Site) shall not be reimbursed. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs and Federal Travel Regulations, prescribed by the General Services Administration.

6.8 Government Holidays

The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, building closures, bad weather days and any other day designated by Federal Statute, Executive Order and/or Presidential Proclamation.

6.9 Transition

6.9.1 Transition-In: The Contractor shall commence all required task order operations following a thirty (30) day transition-in period. The Contractor shall provide a workforce that is fully qualified and capable of performing all work required under the task order following the 30 day transition-in period. The Government will provide the Contractor access to CTCEU/VSP during the 30 day transition period for: (1) security clearances, (2) post award kick-off, and (3) the observance of operations in preparation for integration. The Contractor may observe personnel in performance of the program management support, adjudications support, and file management support tasks. The Contractor shall ensure during transition-in activities that it shall not interfere with productivity. The successor shall coordinate all visits in advance and arrange to be accompanied by a Government employee previously designated for that purpose, and it shall confine its activities to those which can only take place prior to the period of performance start date. Discussions with Government or incumbent Contractor's employees while they are on duty shall be coordinated by the COR.

During the transition-in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the start date following the 30 day transition-in period.

The Contractor shall propose a transition of operations plan to ensure uninterrupted support and services are rendered while the transfer of knowledge and files are accomplished. The Transition-In Plan (TIP) shall begin at a date specified by the Contracting Officer Representative and accomplished in the first thirty (30) calendar days of the TIP. A draft TIP is due with proposal submission. The final TIP is due five business days after contract award, the contractor shall develop a plan to transition services that shall include:

- Availability of key resources
- Timelines and proposed milestones
- Coordination with government representatives
- Review and evaluate transition of current support services
- Orientation to introduce government personnel, programs and users to the Contractors' team, tools, methodologies, and business processes
- Documentation and inventory of all government furnished equipment
- Provide briefing and personnel in-processing procedures
- Continuance of any scheduled deliverables
- Continuance of standard operations during the transition period
- Transition of records, knowledge, files, procedures and/or other designated information critical to the success of this requirement.
- The incoming contractor shall shadow/mentor the incumbent for 15-day working days

6.9.2 Transition-Out: During the 30 calendar day period immediately prior to the end of the contract (if the incumbent is not awarded the subsequent contract for this service), the

Contractor shall permit the successor Contractor (and the successor Contractor's employees) to observe and become familiar with any and all operations under the contract. The Contractor shall fully cooperate with the successor Contractor and the Government so as not to interfere with their work or duties.

The incumbent Contractor shall provide sufficient staffing in accordance with their transition plan/transition-out to prevent degradation of services.

The Contractor shall provide a final Transition -Out Plan as well as the support necessary to coordinate the transfer of all activities during the forty-five (45) calendar day transition out period. The final Transition -Out Plan will be provided sixty (60) calendar days (or the first business day should this fall on a weekend) prior to the end of the period of performance.

The Transition-Out Plan shall include and/or address the following elements:

- Coordinate transition with DHS/ICE IT personnel
- Transfer of all software configurations in progress
- Fully support the transition of application requirements to any successor Contractor
- Technical walkthrough of the application, environment, interfaces, backlog, and help desk logs, etc.
- Transfer of all Government Furnished Equipment/Property (GFE/GFP), inventory, peripherals, software and licenses
- Transfer of documentation currently in progress
- Briefing on all in-progress and committed items
- Provide the necessary support to ensure current and archived data is transferred to the COR including current system data, data archived to secondary storage, and SEVPAMS related documentation generated since the contract awarded.

6.10 Post Award Orientation

The Government will conduct a Post Award orientation within 30 calendar days after contract award. The purpose of the conference is to aid both Government and Contractor personnel to:

- Achieve a clear and mutual understanding of all contract, management, and technical requirements.
- To identify and resolve potential problems.

6.11 Contract Progress – Meetings And Teleconferences

The Contracting Officer (CO) , Contracting Officer Representative (COR) and Government Program Manager as appropriate will meet periodically or participate in teleconferences with the Contractor to review contract performance, progress, and resolve technical issues. Minutes of the meetings/teleconferences, with action items identified, shall be documented by the Contractor and provided to the COR no later than two (2) business days after meeting.

6.12 Release Of Information

Contractor access to proprietary and Privacy Act-protected information (covered by DHS/ICE-009 External Investigations System of Records Notice (SORN) and DHS/ICE-015 LeadTrac SORN, as well as other SORNs, depending upon the system(s) from which data is being accessed or collected) is required under the PWS. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the Privacy Act of 1974, DHS privacy policies, and the *Handbook for Safeguarding Sensitive Personally Identifiable Information at DHS*. Contractor and subcontractors shall not hold any discussions or release any information relating to this contract to anyone not having a direct interest in performance of this contract, without written consent of the CO. This restriction applies to all news releases of information to the public, industry or Government agencies, except as follows: Information for actual or potential subcontractors or other individuals necessary for Contractor's performance of this contract. Contractor and subcontractors shall not issue advertisements about projects performed under this task without government review and approval. For the purposes of this paragraph, advertisement is considered to be Contractor-funded promotional brochures, posters, tradeshow handouts, world-wide-web pages, magazines, or any other similar type promotions.

7.0 SECURITY AND PRIVACY

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the task as described in _____ requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) may access classified National Security Information (herein known as classified information). Classified information is Government information which requires protection in accordance with Executive Order 13526, Classified National Security Information, and supplementing directives.

The Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, included in the contract, and the *National Industrial Security Program Operating Manual (NISPOM)* for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at an ICE or other Government Facility, it will abide by the requirements set by the agency.

In conjunction with acquisition _____ the contractor shall ensure all investigative, reinvestigate, and adjudicative requirements are met in accordance with *National Industrial Security Program Operating Manual (DOD 5220.22-M)* Chapter 2-1.

No person shall be allowed to begin work on contract _____ and/or access sensitive information related to the contract without ICE receiving clearance verification from the Facility Security Officer (FSO). ICE further retains the right to deem an applicant as ineligible due to an insufficient background investigation or when derogatory information is received and evaluated under a Continuous Evaluation Program. Any action taken by ICE does not relieve the Contractor from required reporting of derogatory information as outlined under the NISPOM.

The FSO will submit a Visitors Authorization Letter (VAL) through the Contracting Officer's Representative (COR) to psu-industrial-security@ice.dhs.gov for processing personnel onto the contract. The clearance verification process will be provided to the COR during Post-Award. Note: *Interim TS is not accepted by DHS for access to Top Secret information. The contract employee will only have access to SECRET level information until DoD CAF has granted a full TS.*

For processing any personnel on a classified contract who will not require access to classified information see BACKGROUND INVESTIGATIONS (Process for personnel do not require access to classified information).

PRELIMINARY DETERMINATION

ICE shall have and 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 preliminary fitness to support decision 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 fitness determination or a full employment fitness 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 fitness determination or final fitness determination by the OPR-PSU.

BACKGROUND INVESTIGATIONS (Process for personnel not requiring access to classified information):

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 OPR-PSU. Prospective Contractor employees without adequate security clearances issued by DoD CAF whether a replacement, addition, subcontractor employee, or vendor employee, shall submit the following security vetting documentation to OPR-PSU, in coordination with the Contracting Officer Representative (COR), within 10 days of notification by OPR-PSU of nomination by the COR and initiation of an Electronic Questionnaire for Investigation Processing (e-QIP) in the Office of Personnel Management (OPM) automated on-line system.

1. Standard Form 85P (Standard Form 85PS (With supplement to 85P required for armed positions)), "Questionnaire for Public Trust Positions" Form completed on-line and archived by applicant in their OPM e-QIP account.

2. Signature Release Forms (Three total) generated by OPM e-QIP upon completion of Questionnaire (e-signature recommended/acceptable – instructions provided to applicant by OPR-PSU). Completed on-line and archived by applicant in their OPM e-QIP account.

3. Two (2) SF 87 (Rev. March 2013) Fingerprint Cards. **(Two Original Cards sent via COR to OPR-PSU)**

4. Foreign National Relatives or Associates Statement. **(This document sent as an attachment in an e-mail to applicant from OPR-PSU – must be signed and archived into applicant’s OPM e-QIP account prior to electronic “Release” of data via on-line account)**

5. DHS 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act” **(This document sent as an attachment in an e-mail to applicant from OPR-PSU – must be signed and archived into applicant’s OPM e-QIP account prior to electronic “Release” of data via on-line account)**

6. Optional Form 306 Declaration for Federal Employment **(This document sent as an attachment in an e-mail to applicant from OPR-PSU – must be signed and archived into applicant’s OPM e-QIP account prior to electronic “Release” of data via on-line account)**

7. Two additional documents may be applicable if applicant was born abroad and/or if work is in a Detention Environment. If applicable, additional form(s) and instructions will be provided to applicant. If the contract authorizes positions which do not require access to classified information: In those instances where a Prospective Contractor employee will not require access to classified information, areas or classified systems the Vendor will add to and the COR will insure the following statement is added to the eQip Worksheet prior to submitting it to OPR PSU: “Employee will not require NSI Access to Classified Information or Classified Systems at any level”.

Required information for submission of security packet will be provided by OPR-PSU at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU as notified via the COR.

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, ICE retains the right to deem an applicant as ineligible due to insufficient background information.

EMPLOYMENT ELIGIBILITY

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.

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 represent 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.

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, 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/COR will notify OPR-PSU of all terminations / resignations, etc., within five days of occurrence. The Contractor will return any expired ICE issued identification cards/ credentials 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.

The contractor is required to report certain events that have an impact on the status of the facility clearance (FCL) and/ or the status of the contract employee's personnel security clearance as outlined by

National Industrial Security Program Operating Manual (DOD 5220.22-M) Chapter 1-3, Reporting Requirements. Contractors shall establish internal procedures as are necessary to ensure that cleared personnel are aware of their responsibilities for reporting pertinent information to the FSO and other federal authorities as required.

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

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.

Contractors shall provide all employees supporting contract _____ proper initial and annual refresher security training and briefings commensurate with their clearance level, to include security awareness, defensive security briefings. (*National Industrial Security Program Operating Manual* (DOD 5220.22-M) Chapter 3-1. The contractor shall forward a roster of the completed training to the COR on a quarterly bases.

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 MD 140-01 - Information Technology Systems Security and DHS MD 4300 Sensitive Systems Policy*. 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).

SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

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

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information

- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

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

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

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

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

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

(f) *Sensitive Information Incident Reporting Requirements.*

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with *4300A Sensitive Systems Handbook Incident Response and Reporting* requirements. When notifying the

Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use *FIPS 140-2 Security Requirements for Cryptographic Modules* compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

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

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

(g) Sensitive Information Incident Response Requirements.

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.

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

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

- (i) Inspections,
- (ii) Investigations,
- (iii) Forensic reviews, and
- (iv) Data analyses and processing.

(4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

Additional PII and/or SPII Notification Requirements.

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

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

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

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

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

(2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is

notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

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

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

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

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

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

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).

SECTION 508 ACCESSABILITY

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the “Electronic and Information Technology Accessibility Standards” set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the “Access Board”) in 36 CFR Part 1194. The complete text of Section 508 Standards can be accessed at <http://www.access-board.gov/> or at <http://www.section508.gov>.

Privacy & Records Office (PRO) Clauses

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

Guidance: In addition to FAR 52.224-1 Privacy Act Notification (APR 1984), 52.224-2 Privacy Act (APR 1984), FAR 52.224-3 Privacy Training (JAN 2017), and HSAR Clauses, the following IGP clause must be included in its entirety in all contracts. No section of this clause may be read as self-deleting unless the terms of the contract meet the requirements for self-deletion as specified in this clause.

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

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

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

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

(3) Prior Approval Required to Hire Subcontractors

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

(4) Separation Checklist for Contractor Employees

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

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

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

B. Privacy Training, Safeguarding, and Remediation

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

(1) Required Security and Privacy Training for Contractors

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

(2) Safeguarding Sensitive PII Requirement

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

(3) Non-Disclosure Agreement Requirement

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

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

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

(5) Reporting Suspected Loss of Sensitive PII

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

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of sensitive PII.
2. The Contractor must report the suspected loss or compromise of sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of sensitive PII by its employees or Subcontractors. The report must contain the following information:
 - a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
 - b. Date, time, and location of the incident.
 - c. Type of information lost or compromised.
 - d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
 - e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
 - f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.
 - g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.

h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

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

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

(6) Victim Remediation

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

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

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

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

(2) Records Creation, Ownership, and Disposition

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

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all

supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

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

D. Data Privacy and Oversight

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

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

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

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

(2) Requirements for Contractor IT Systems Hosting Government Data

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

(3) Requirement to Support Privacy Compliance

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

the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

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

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

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

(End of Clause)

8.0 APPENDIX A – List of Acronyms

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

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

REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016

ATTACHMENT 2

BPA PRICING TEMPLATE

70CMSD18Q00000016
Attachment 2 - BPA Pricing Template

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

**ATTACHMENT 2 - BPA PRICING TEMPLATE
OVERALL ESTIMATE**

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	TOTAL AMOUNT
BASE YEAR		
0001	Support Services - (FFP)	\$ (b)(4)
0002	Surge - (FFP)	\$
0003	Travel - Time and Material (T&M) Not To Exceed (NTE)	\$
	TOTAL	\$
OPTION YEAR 1		
1001	Support Services - (FFP)	\$
1002	Surge - (FFP)	\$
1003	Travel - Time and Material (T&M) Not To Exceed (NTE)	\$
	TOTAL	\$
OPTION YEAR 2		
2001	Support Services - (FFP)	\$
2002	Surge - (FFP)	\$
2003	Travel - Time and Material (T&M) Not To Exceed (NTE)	\$
	TOTAL	\$
OPTION YEAR 3		
3001	Support Services - (FFP)	\$
3002	Surge - (FFP)	\$
3003	Travel - Time and Material (T&M) Not To Exceed (NTE)	\$
	TOTAL	\$
OPTION YEAR 4		
4001	Support Services - (FFP)	\$
4002	Surge - (FFP)	\$
4003	Travel - Time and Material (T&M) Not To Exceed (NTE)	\$
	TOTAL	\$
	TOTAL ESTIMATE	\$ 375,000.00

**ATTACHMENT 2 - BPA PRICING TEMPLATE
SUMMARY**

BASE YEAR		OPTION YEAR 1		OPTION YEAR 2		OPTION YEAR 3		OPTION YEAR 4		TOTALS	
Description	Total	Description	Total	Description	Total	Description	Total	Description	Total	Contract Line Item Number (CLIN)	Total
CTCEU SUPPORT (FFP)	\$ -	CTCEU SUPPORT (FFP)	\$ -	CTCEU SUPPORT (FFP)	\$ -	CTCEU SUPPORT (FFP)	\$ -	CTCEU SUPPORT (FFP)	\$ -	CTCEU SUPPORT (FFP)	\$ -
CTCEU SURGE (FFP)	\$ (b)(4)	CTCEU SURGE (FFP)	\$ (b)(4)	CTCEU SURGE (FFP)	\$ -	CTCEU SURGE (FFP)	\$ -	CTCEU SURGE (FFP)	\$ (b)(4)	CTCEU SURGE (FFP)	\$ -
CTCEU TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ -	CTCEU TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ -	CTCEU TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ (b)(4)	CTCEU TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ (b)(4)	CTCEU TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ -	CTCEU TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ (b)(4)
BASE YEAR TOTAL - CTCEU	\$ -	OPTION YEAR 1 TOTAL - CTCEU	\$ -	OPTION YEAR 2 TOTAL - CTCEU	\$ -	OPTION YEAR 3 TOTAL - CTCEU	\$ -	OPTION YEAR 4 TOTAL - CTCEU	\$ -	TOTAL - CTCEU	\$ -
VSP (FFP)	\$ -	VSP (FFP)	\$ -	VSP (FFP)	\$ -	VSP (FFP)	\$ -	VSP (FFP)	\$ -	VSP (FFP)	\$ -
VSP SURGE (FFP)	\$ -	VSP SURGE (FFP)	\$ -	VSP SURGE (FFP)	\$ -	VSP SURGE (FFP)	\$ -	VSP SURGE (FFP)	\$ -	VSP SURGE (FFP)	\$ -
VSP TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ -	VSP TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ -	VSP TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ -	VSP TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ -	VSP TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ -	VSP TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ -
BASE YEAR TOTAL - VSP	\$ -	OPTION YEAR 1 TOTAL - VSP	\$ -	OPTION YEAR 2 TOTAL - VSP	\$ -	OPTION YEAR 3 TOTAL - VSP	\$ -	OPTION YEAR 4 TOTAL - VSP	\$ -	TOTAL - VSP	\$ -
BASE YEAR SUPPORT TOTAL (FFP)	\$ -	OPTION YEAR 1 SUPPORT TOTAL (FFP)	\$ -	OPTION YEAR 2 SUPPORT TOTAL (FFP)	\$ -	OPTION YEAR 3 SUPPORT TOTAL (FFP)	\$ -	OPTION YEAR 4 SUPPORT TOTAL (FFP)	\$ -	TOTAL SUPPORT (FFP)	\$ -
BASE YEAR SURGE TOTAL (FFP)	\$ -	OPTION YEAR 1 SURGE TOTAL (FFP)	\$ -	OPTION YEAR 2 SURGE TOTAL (FFP)	\$ -	OPTION YEAR 3 SURGE TOTAL (FFP)	\$ -	OPTION YEAR 4 SURGE TOTAL (FFP)	\$ -	TOTAL SURGE (FFP)	\$ -
BASE YEAR TOTAL TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ -	OPTION YEAR 1 TOTAL - TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ -	OPTION YEAR 2 TOTAL - TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ -	OPTION YEAR 3 TOTAL - TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ -	OPTION YEAR 4 TOTAL - TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ -	TOTAL TRAVEL (T&M)- NOT TO EXCEED (NTE)	\$ -
BASE YEAR TOTAL	\$ 75,000.00	OPTION YEAR 1 TOTAL	\$ 75,000.00	OPTION YEAR 2 TOTAL	\$ 75,000.00	OPTION YEAR 3 TOTAL	\$ 75,000.00	OPTION YEAR 4 TOTAL	\$ 75,000.00	TOTAL	\$ 375,000.00

LABOR CATEGORY	Base Period (12 Months) CLIN 0001						OY1 (12 Months) CLIN 1001						OY2 (12 Months) CLIN 2001						OY3 (12 Months) CLIN 3001						OY4 (12 Months) CLIN 4001						TOTAL			
	Hrs Per Month		160.0		# of Months		12.00		Hrs Per Month		160.0		# of Months		12.00		Hrs Per Month		160.0		# of Months		12.00		Hrs Per Month		160.0		# of Months		12.00		58.0	
	Rate	Discount Rate	% Discount	FTEs	Hours	Cost	Rate	Discount Rate	% Discount	FTEs	Hours	Cost	Rate	Discount Rate	% Discount	FTEs	Hours	Cost	Rate	Discount Rate	% Discount	FTEs	Hours	Cost	Rate	Discount Rate	% Discount	FTEs	Hours	Cost	Hours	Cost		
Program Manager - Key (Oversight of both VSP & CTCEU Ops) - TS - TS/SCI	\$ -	\$ -	(b)(4)			\$ -	\$ -	\$ -	(b)(4)			\$ -	\$ -	\$ -	(b)(4)			\$ -	\$ -	\$ -	(b)(4)			\$ -	\$ -	\$ -	(b)(4)					\$ -		
CTCEU Project Manager - Key - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -						\$ -		
CTCEU Deputy Project Manager - Key - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -						\$ -		
CTCEU Senior Task Lead - Key - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -						\$ -		
CTCEU Task Lead - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -						\$ -		
CTCEU Statistical Data Analyst - Eligible For TS	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -						\$ -		
CTCEU Administrative (Intelligence) Analysts Senior - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -						\$ -		
CTCEU Administrative (Intelligence) Analysts Midlevel - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -						\$ -		
CTCEU Administrative (Intelligence) Analysts Junior - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -						\$ -		
CTCEU Administrative (Intelligence) Analysts Junior - Eligible For TS	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -				\$ -	\$ -	\$ -						\$ -		
Subtotal						\$ -						\$ -						\$ -						\$ -								1,335,360.00	\$ -	

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

TRAVEL

**TRAVEL - NOT TO EXCEED
Base Period - 12 Months**

		Cost
Travel	\$	
	\$	
	\$	
SUBTOTAL	\$	

**TRAVEL - NOT TO EXCEED
OY1 - 12 Months**

		Cost
Travel	\$	
	\$	
	\$	
SUBTOTAL	\$	

**TRAVEL - NOT TO EXCEED
OY 2 - 12 Months**

		Cost
Travel	\$	
	\$	
	\$	
SUBTOTAL	\$	

**TRAVEL - NOT TO EXCEED
OY 3 - 12 Months**

		Cost
Travel	\$	
	\$	
	\$	
SUBTOTAL	\$	

**TRAVEL - NOT TO EXCEED
OY 4 - 12 Months**

		Cost
Travel	\$	
	\$	
	\$	
SUBTOTAL	\$	

(b)(4)

LABOR CATEGORY	Base Period (12 Months) CLIN 0001						OY1 (12 Months) CLIN 1001						OY2 (12 Months) CLIN 2001						OY3 (12 Months) CLIN 3001						OY4 (12 Months) CLIN 4001						TOTAL								
	Hrs Per Month		160.0		# of Months		12.00		Hrs Per Month		160.0		# of Months		12.00		Hrs Per Month		160.0		# of Months		12.00		Hrs Per Month		160.0		# of Months		12.00		# of Months		60.0				
	Rate	Discount Rate	% Discount	FTEs	Hours	Cost	Rate	Discount Rate	% Discount	FTEs	Hours	Cost	Rate	Discount Rate	% Discount	FTEs	Hours	Cost	Rate	Discount Rate	% Discount	FTEs	Hours	Cost	Rate	Discount Rate	% Discount	FTEs	Hours	Cost	Rate	Discount Rate	% Discount	FTEs	Hours	Cost			
Program Manager - Key (Oversight of both VSP & CTCEU Ops) - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -				\$ -	\$ -				
VSP Project Manager - Key - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -				\$ -	\$ -				
VSP Deputy Project Manager - Key - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -				\$ -	\$ -				
VSP Senior Task Lead - Key - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -				\$ -	\$ -				
VSP Task Lead - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -				\$ -	\$ -				
VSP Statistical Data Analyst - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -				\$ -	\$ -				
VSP Administrative (Intelligence) Analysts Senior - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -				\$ -	\$ -				
VSP Administrative (Intelligence) Analysts Midlevel - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -				\$ -	\$ -				
VSP Administrative (Intelligence) Analysts Junior - TS - TS/SCI	\$ -	\$ -				\$ -	\$ -				\$ -	\$ -					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -				\$ -	\$ -				
Subtotal						\$ -					\$ -						\$ -						\$ -						\$ -						\$ -			534,720.00	\$ -

LABOR CATEGORY	Base Period (12 Months) CLIN 0002					OY1 (12 Months) CLIN 1002					OY2 (12 Months) CLIN 2002					OY3 (12 Months) CLIN 3002					OY4 (12 Months) CLIN 4001					TOTAL		
	Rate	Discount Rate	% Discount	Hours	Cost	Rate	Discount Rate	% Discount	Hours	Cost	Rate	Discount Rate	% Discount	Hours	Cost	Rate	Discount Rate	% Discount	Hours	Cost	Rate	Discount Rate	% Discount	Hours	Cost	Hours	Cost	
Program Manager - Key (Oversight of both VSP & CTCEU Ops) - TS - TS/SCI	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	\$ -	\$ -	(b)(4)		\$ -	(b)(4)	\$ -	
VSP Project Manager - Key - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -		\$ -	
VSP Deputy Project Manager - Key - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -		\$ -	
VSP Senior Task Lead - Key - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -		\$ -	
VSP Task Lead - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -		\$ -	
VSP Statistical Data Analyst - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -		\$ -	
VSP Administrative (Intelligence) Analysts Senior - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -		\$ -	
VSP Administrative (Intelligence) Analysts Midlevel - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -		\$ -	
VSP Administrative (Intelligence) Analysts Junior - TS - TS/SCI	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -	\$ -	\$ -			\$ -		\$ -	
Subtotal					\$ -					\$ -					\$ -					\$ -					\$ -	30,000.00	\$ -	

TRAVEL

TRAVEL - NOT TO EXCEED Base Period - 12 Months		Cost
Travel	\$	(b)(4)
	\$	
	\$	
SUBTOTAL	\$	
TRAVEL - NOT TO EXCEED OY1 - 12 Months		Cost
Travel	\$	(b)(4)
	\$	
	\$	
SUBTOTAL	\$	
TRAVEL - NOT TO EXCEED OY 2 - 12 Months		Cost
Travel	\$	(b)(4)
	\$	
	\$	
SUBTOTAL	\$	
TRAVEL - NOT TO EXCEED OY 3 - 12 Months		Cost
Travel	\$	(b)(4)
	\$	
	\$	
SUBTOTAL	\$	
TRAVEL - NOT TO EXCEED OY 4 - 12 Months		Cost
Travel	\$	(b)(4)
	\$	
	\$	
SUBTOTAL	\$	

REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016

ATTACHMENT 3

TERMS AND CONDITIONS



U.S. Immigration
and Customs
Enforcement

TERMS AND CONDITIONS

1. BLANKET PURCHASE AGREEMENT (BPA)

1.1 Blanket Purchase Agreement

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

(Insert Contractor's Name)

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

874-1 Integrated Consulting Services

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

Signatures:

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

_____	_____	_____	_____
Printed Name	IOSD Title	Signature	Date

Contractor

_____	_____	_____	_____
Printed Name	Company Title	Signature	Date

2. BPA TERMS AND CONDITIONS

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

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

2.1 Scope of Services

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

Visa Lifecycle Support Services (VLVI)

2.2 Types of Orders

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

2.3 BPA Volume

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

2.4 Obligation

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

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

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

A. CONTRACT CLAUSES INCORPORATED BY REFERENCE

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

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

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

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

B. FAR CLAUSES INCORPORATED IN FULL TEXT

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

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

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

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

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

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

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

_ (5) [Reserved]

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

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

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

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

_ (10) [Reserved]

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

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

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

- _ (ii) Alternate I (Jan 2011) of 52.219-4.
- _ (13) [Reserved]
- _ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
 - _ (ii) Alternate I (Nov 2011).
 - _ (iii) Alternate II (Nov 2011).
- _ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - _ (ii) Alternate I (Oct 1995) of 52.219-7.
 - _ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- X (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4))
 - _ (ii) Alternate I (Nov 2016) of 52.219-9.
 - _ (iii) Alternate II (Nov 2016) of 52.219-9.
 - _ (iv) Alternate III (Nov 2016) of 52.219-9.
- _ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- _ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- _ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- _ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- _ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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

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

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

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

X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

_ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

_ (ii) Alternate I (Oct 2015) of 52.223-13.

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

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

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

_ (41) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514)

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

- X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- _ (43) 52.223.20, Aerosols (Jun 2016) (E.O. 13693).
- _ (44) 52.223.21, Foams (Jun 2016) (E.O. 13696).
- X (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- _ (ii) Alternate I (Jan 2017) of 52.224-3.
- (46) 52.225-1, Buy American Act--Supplies (May 2014) (41 U.S.C. chapter 83).
- _ (47) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- _ (ii) Alternate I (May 2014) of 52.225-3.
- _ (iii) Alternate II (May 2014) of 52.225-3.
- _ (iv) Alternate III (May 2014) of 52.225-3.
- _ (48) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- _ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- _ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- _ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- _ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- _ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (55) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- _ (56) 52.232-34, Payment by Electronic Funds Transfer— Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- _ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

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

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

_ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

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

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

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

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

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

_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

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

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

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

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

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

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

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

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

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

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

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

(xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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

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

(End of Clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to expiration of the contract term; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

C. HSAR CLAUSES INCORPORATED IN FULL TEXT

HSAR 3052.204-71 Contractor Employee Access (SEP 2012)

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

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

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

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

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

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

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

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

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

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

(End of clause)

**ALTERNATE I
(SEP 2012)**

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

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

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

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

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

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

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

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

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

(End of clause)

HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

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

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

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

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

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

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

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

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

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

(e) Treatment of Certain Rights.

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

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

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

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

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

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

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

(End of clause)

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

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

(a) Provisions.

3052.209-72 Organizational Conflicts of Interest.

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

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

(b) Clauses.

3052.203-70 Instructions for Contractor Disclosure of Violations.

3052.204-70 Security Requirements for Unclassified Information Technology Resources.

3052.204-71 Contractor Employee Access.

Alternate I

3052.205-70 Advertisement, Publicizing Awards, and Releases.

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

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

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

(End of clause)

HSAR 3052.215-70 Key Personnel or Facilities (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

Program Manager

Project Manager

Deputy Project Manager

Senior Task Lead

(End of clause)

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

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

(End of clause)

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

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

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

(End of clause)

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

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

(b) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Sensitive Information Incident Reporting Requirements.

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

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

(i) Data Universal Numbering System (DUNS);

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

(g) Sensitive Information Incident Response Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

(b) Security Training Requirements.

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

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

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

(End of clause)

D. PROVISIONS INCORPORATED BY REFERENCE

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

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

ACQUISITION.GOV

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

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

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

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

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

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

(3) Prior Approval Required to Hire Subcontractors

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

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

(4) Separation Checklist for Contractor Employees

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

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

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

B. Privacy Training, Safeguarding, and Remediation

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

(1) Required Security and Privacy Training for Contractors

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

(2) Safeguarding Sensitive PII Requirement

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

(3) Non-Disclosure Agreement Requirement

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

the form.

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

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

(5) Reporting Suspected Loss of Sensitive PII

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

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

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

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

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

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

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

(6) Victim Remediation

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

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

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

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

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

(2) Records Creation, Ownership, and Disposition

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

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

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

D. Data Privacy and Oversight

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

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

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

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

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

(2) Requirements for Contractor IT Systems Hosting Government Data

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

(3) Requirement to Support Privacy Compliance

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

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

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

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

(End of Clause)

2.6 BPA Term

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

BPA Period	Ordering Period
Base Period	12 months
Option Period One	12 months
Option Period Two	12 months
Option Period Three	12 months
Option Period Four	12 months

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

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

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

2.7 Ordering Officers

DHS/ICE Warranted Contracting Officers.

2.8 Orders

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

2.9 Award of Orders under the BPA

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

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

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

2.10 Order Period of Performance

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

2.11 Invoicing

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

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

2.12 Order of Precedence

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

2.13 Place of Performance

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

2.14 Travel

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

2.15 Security Considerations

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

2.16 Hours of Operation

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

2.17 Post Award Conference

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

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

2.18 Past Performance

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

2.19 Ordering Procedures

2.19.1 General

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

2.19.2 Order Request for Quotation (RFQ)

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

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

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

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

2.20 Commencing Work

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

2.21 Annual Review of the BPA

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

2.22 BPA Administration

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

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

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

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

Contracting Officer's Representative (COR):

Name:	TBD
Agency:	
Address:	
Voice:	
Email:	

REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016

ATTACHMENT 4

VENDOR QUESTIONS

	PWS Paragraph Reference / Other (Sample. Para 5.1)	Vendor Question	Government Response
1			
2			
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REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016

AMENDMENT 000001

RFQ LETTER

TRACKED CHANGES

June 4, 2018

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

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

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

Dear GSA Schedule Holders:

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

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

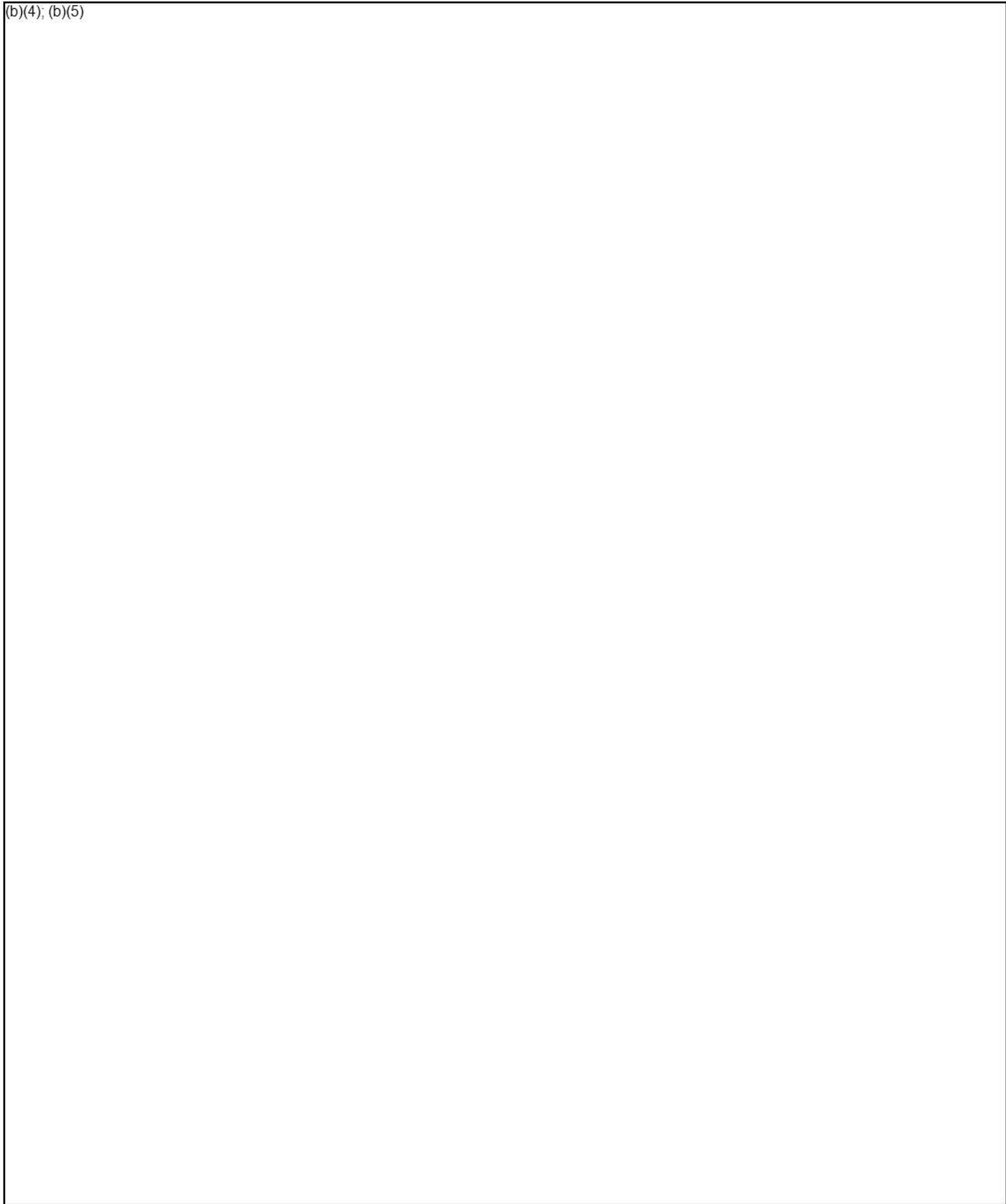
The Period of Performance for this BPA will include a twelve (12) month base period and four (4) twelve (12) month option periods.

RFQ Attachments:

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

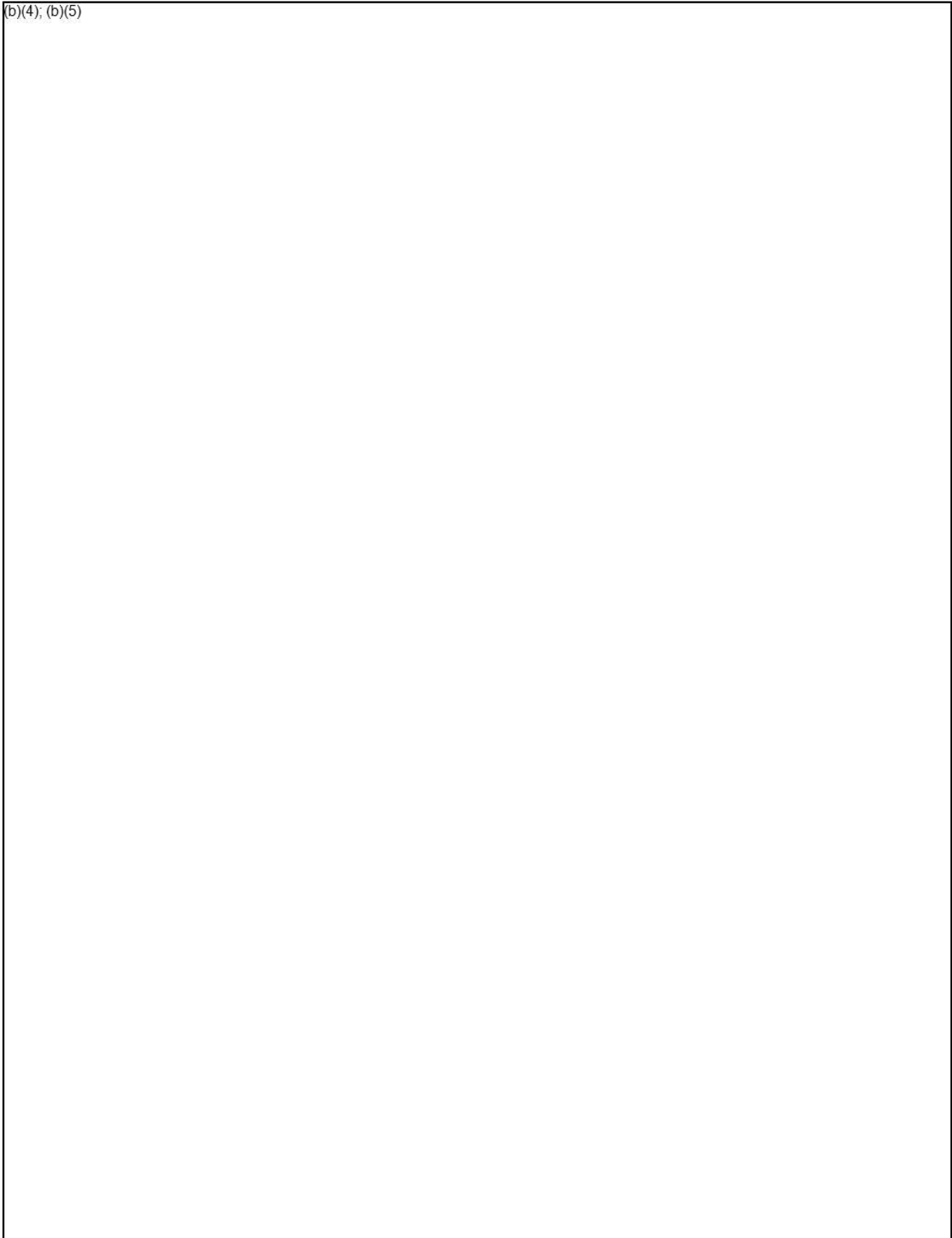
Quote Submission Instructions, Evaluation Factors, and Methodology

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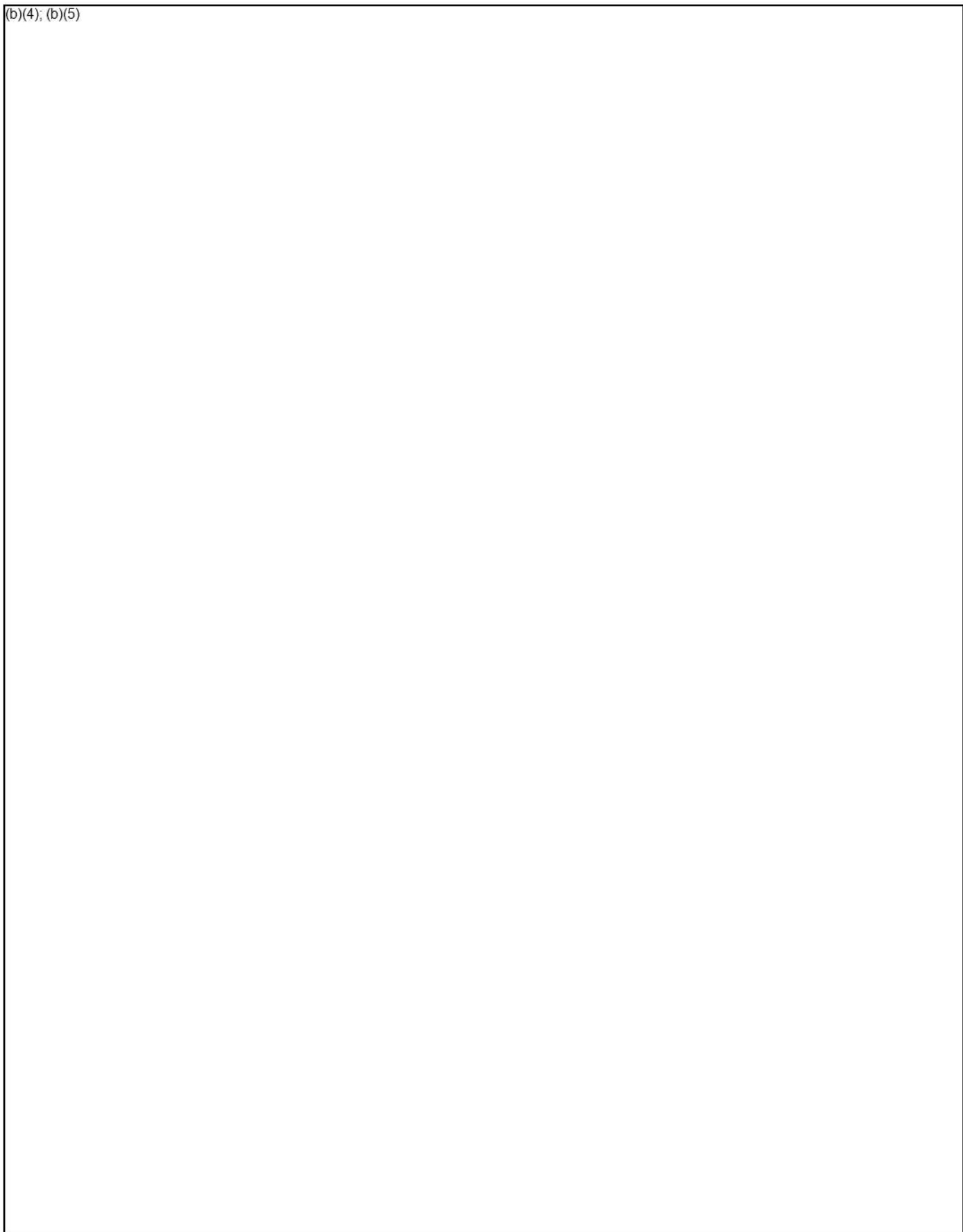


1.3. QUOTE DOCUMENTS

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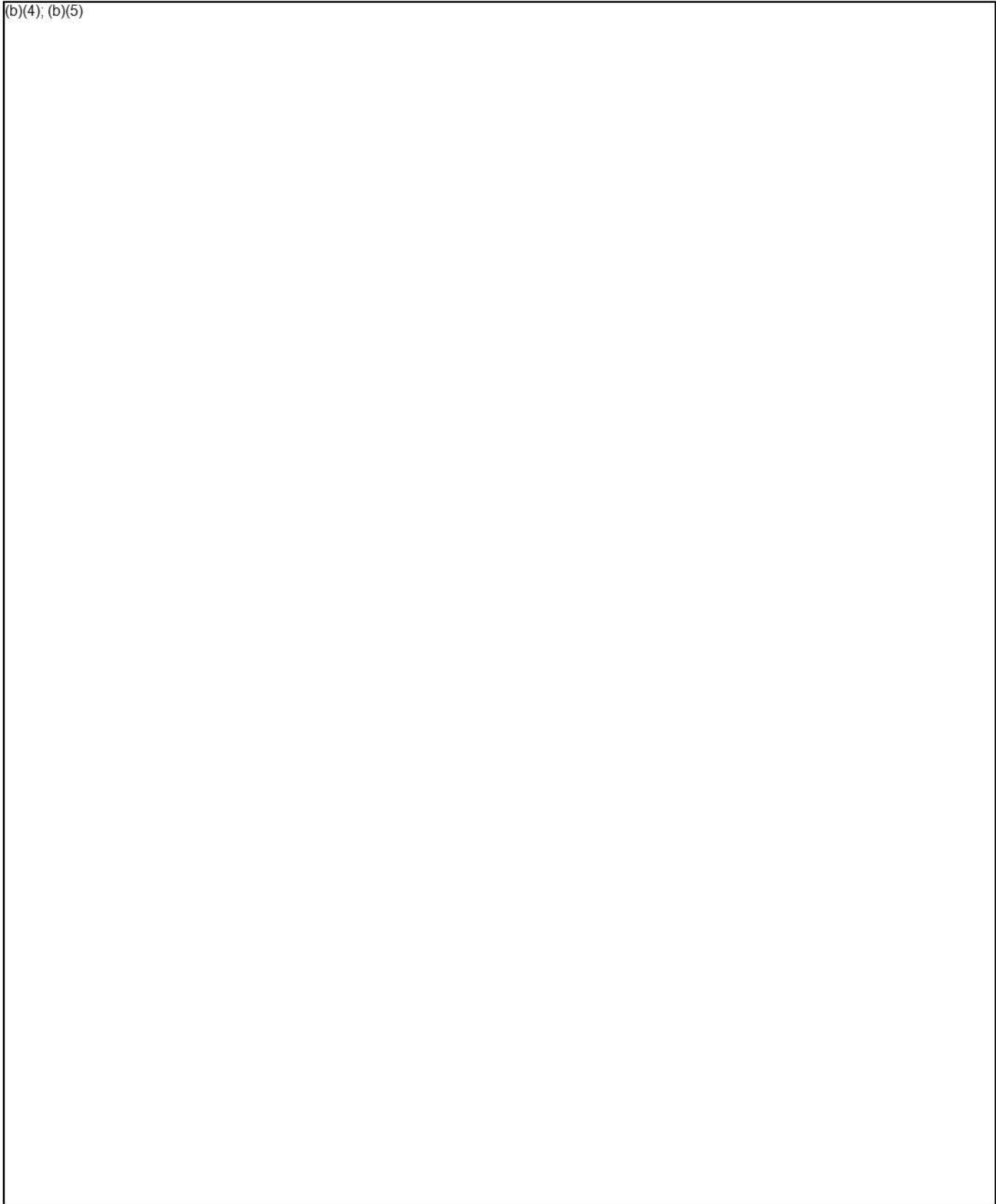
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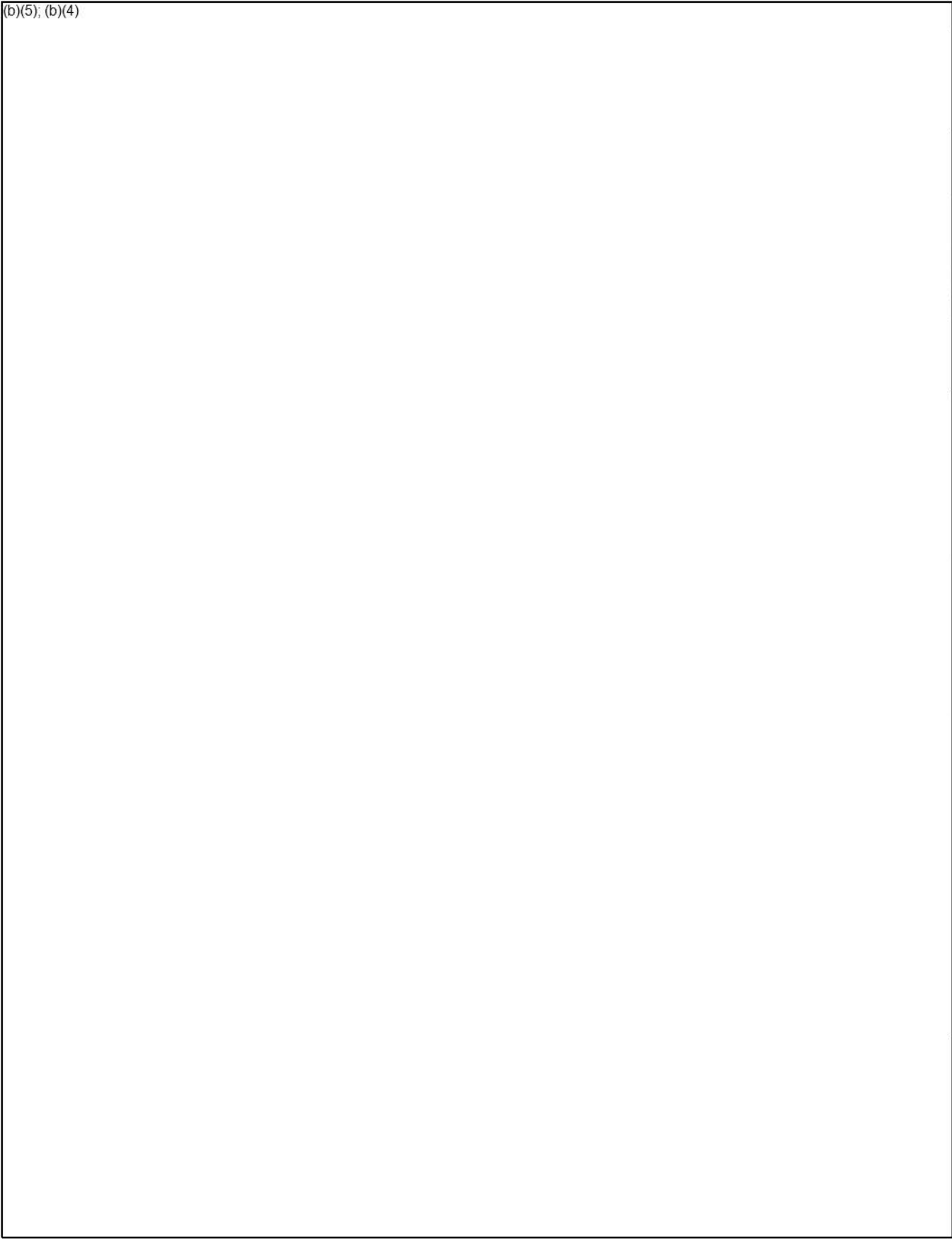
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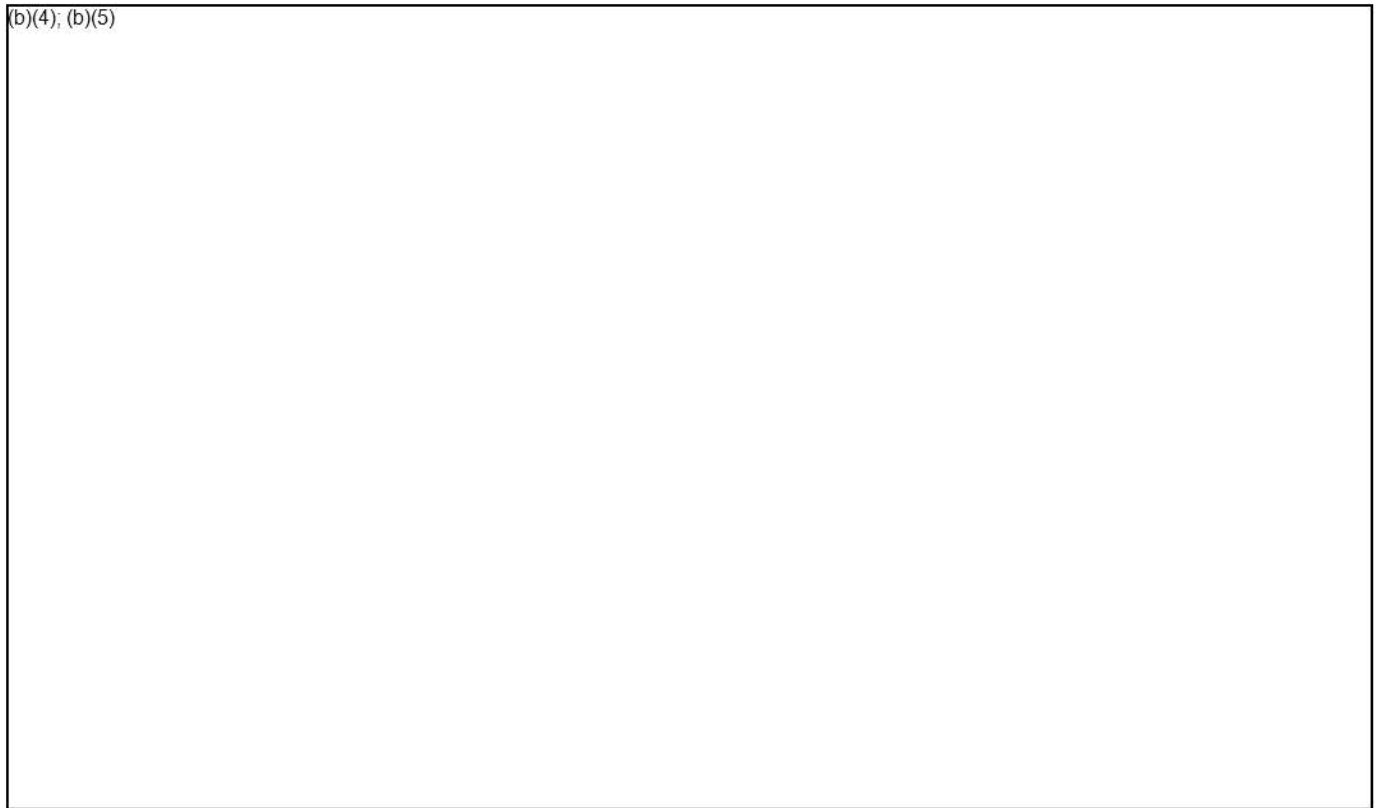
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REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016

AMENDMENT 000001

RFQ LETTER

CLEAN

June 4, 2018

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

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

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

Dear GSA Schedule Holders:

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

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

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

RFQ Attachments:

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

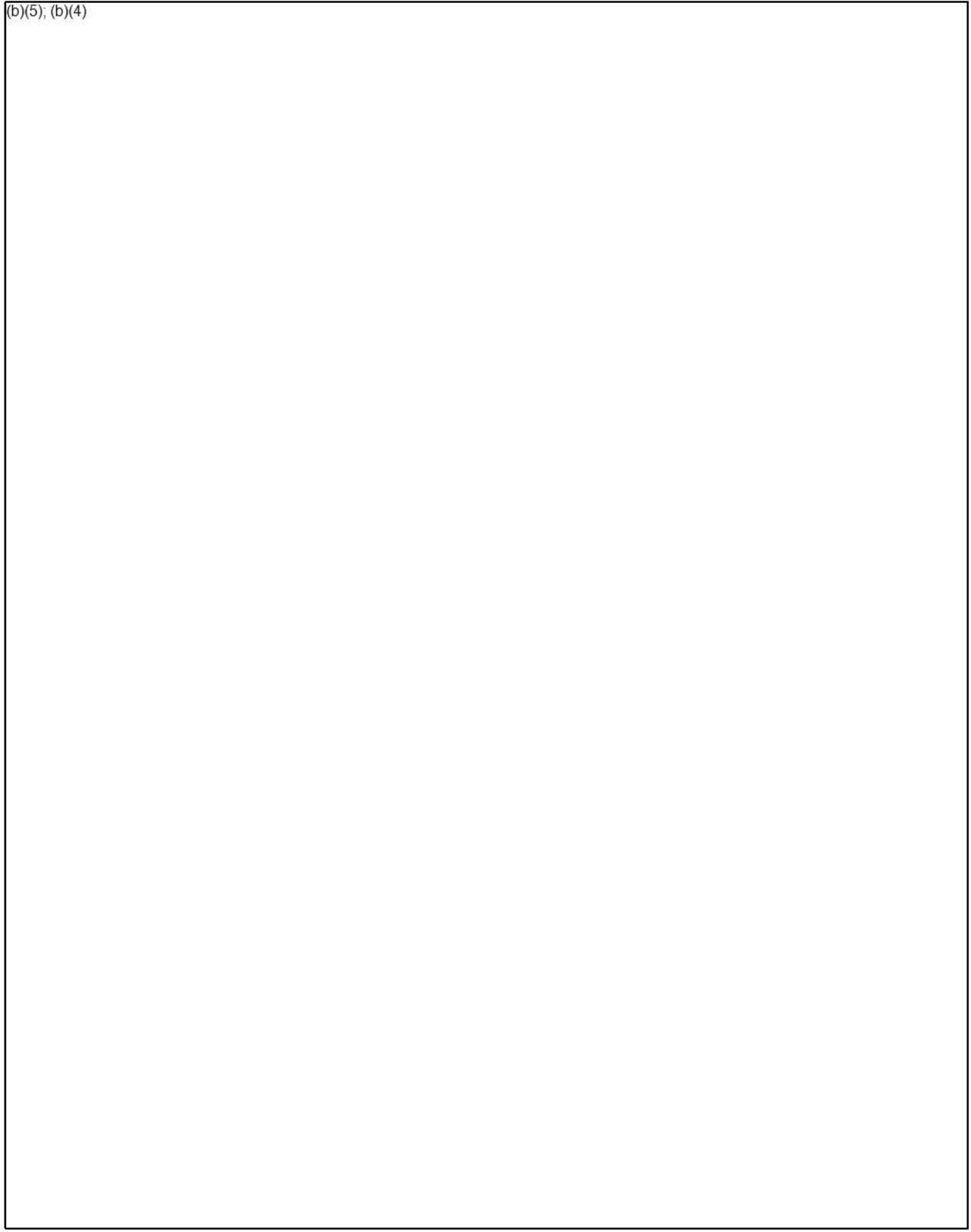
Quote Submission Instructions, Evaluation Factors, and Methodology

1. SUBMISSION INSTRUCTIONS

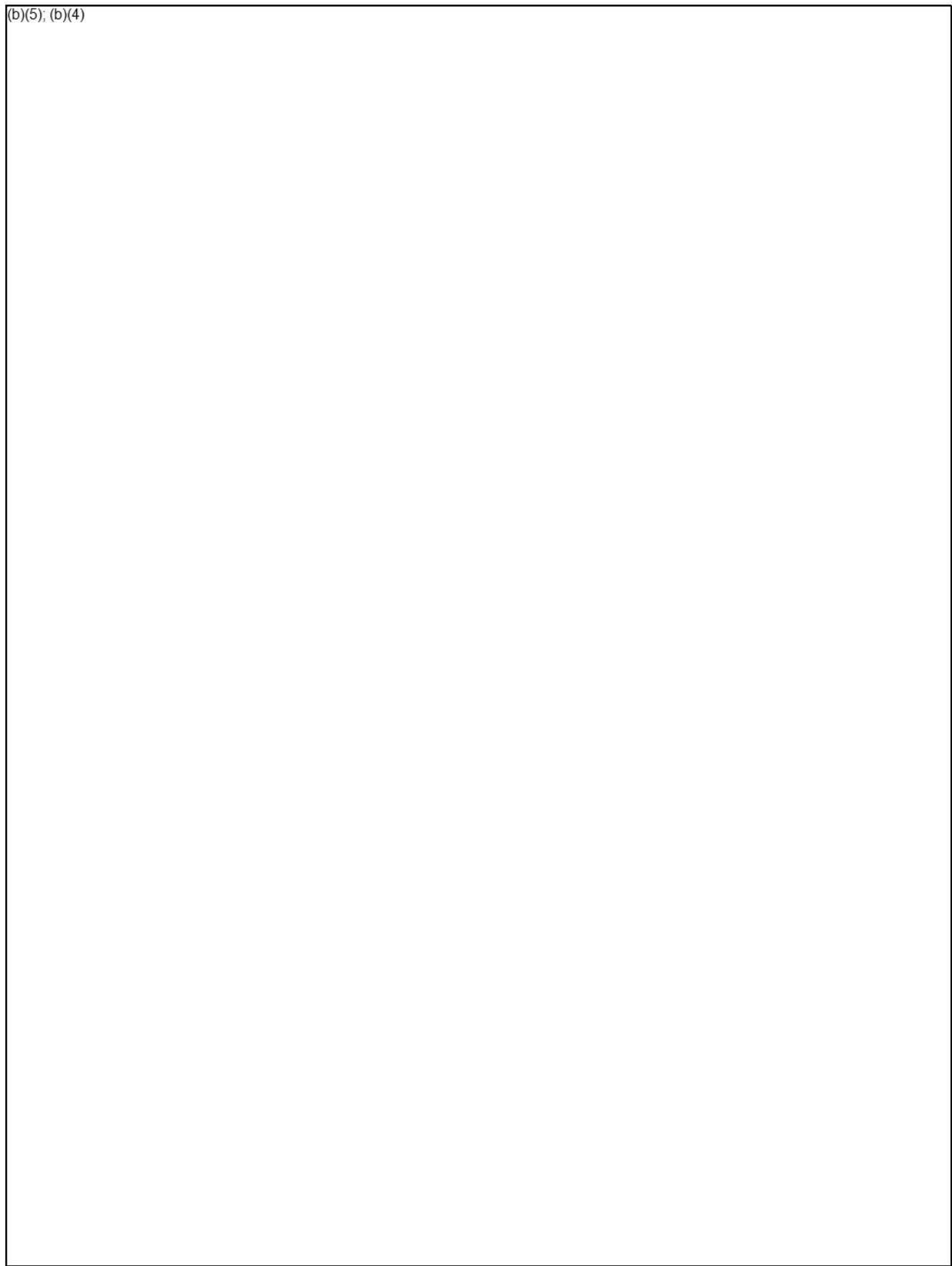
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1.3. QUOTE DOCUMENTS

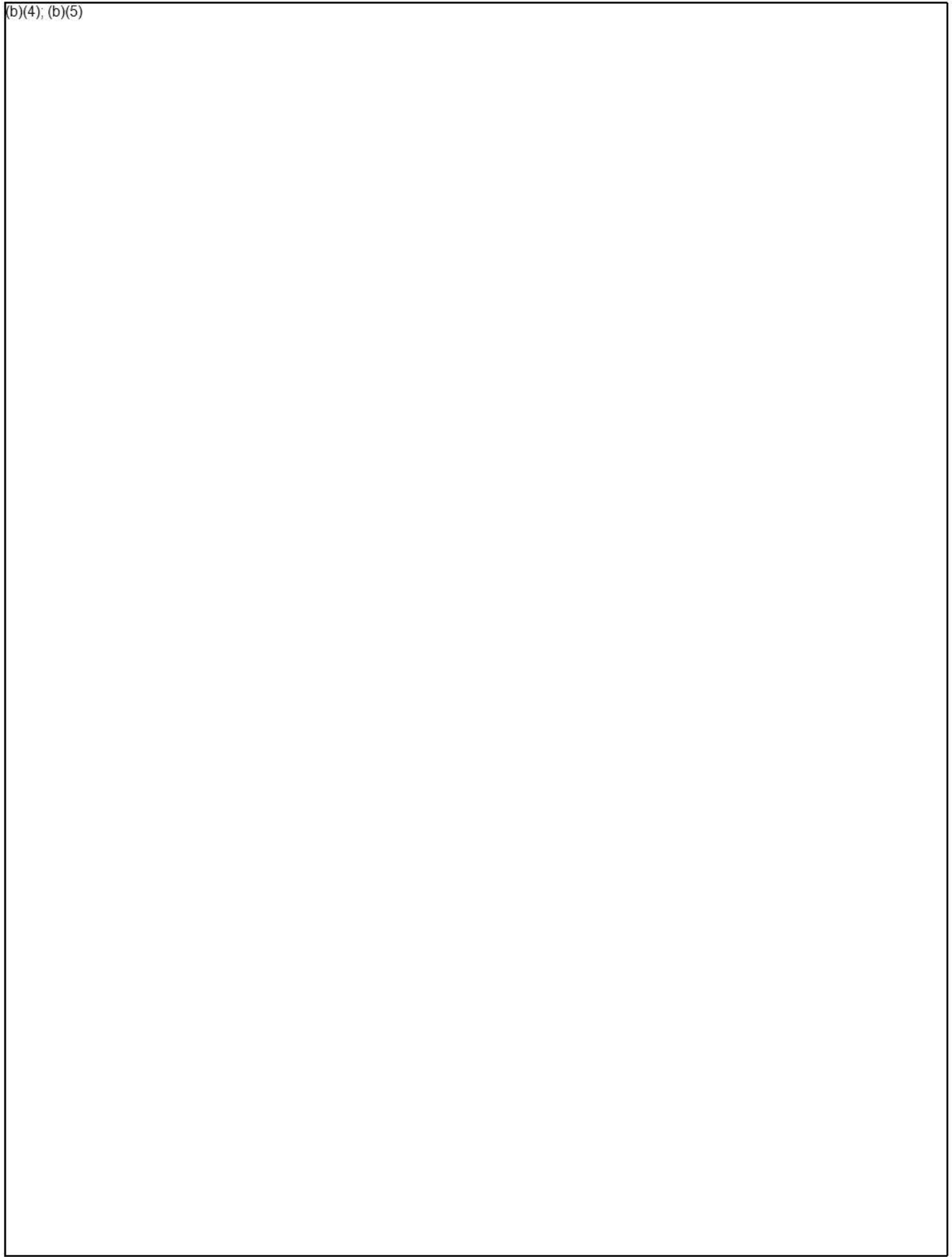
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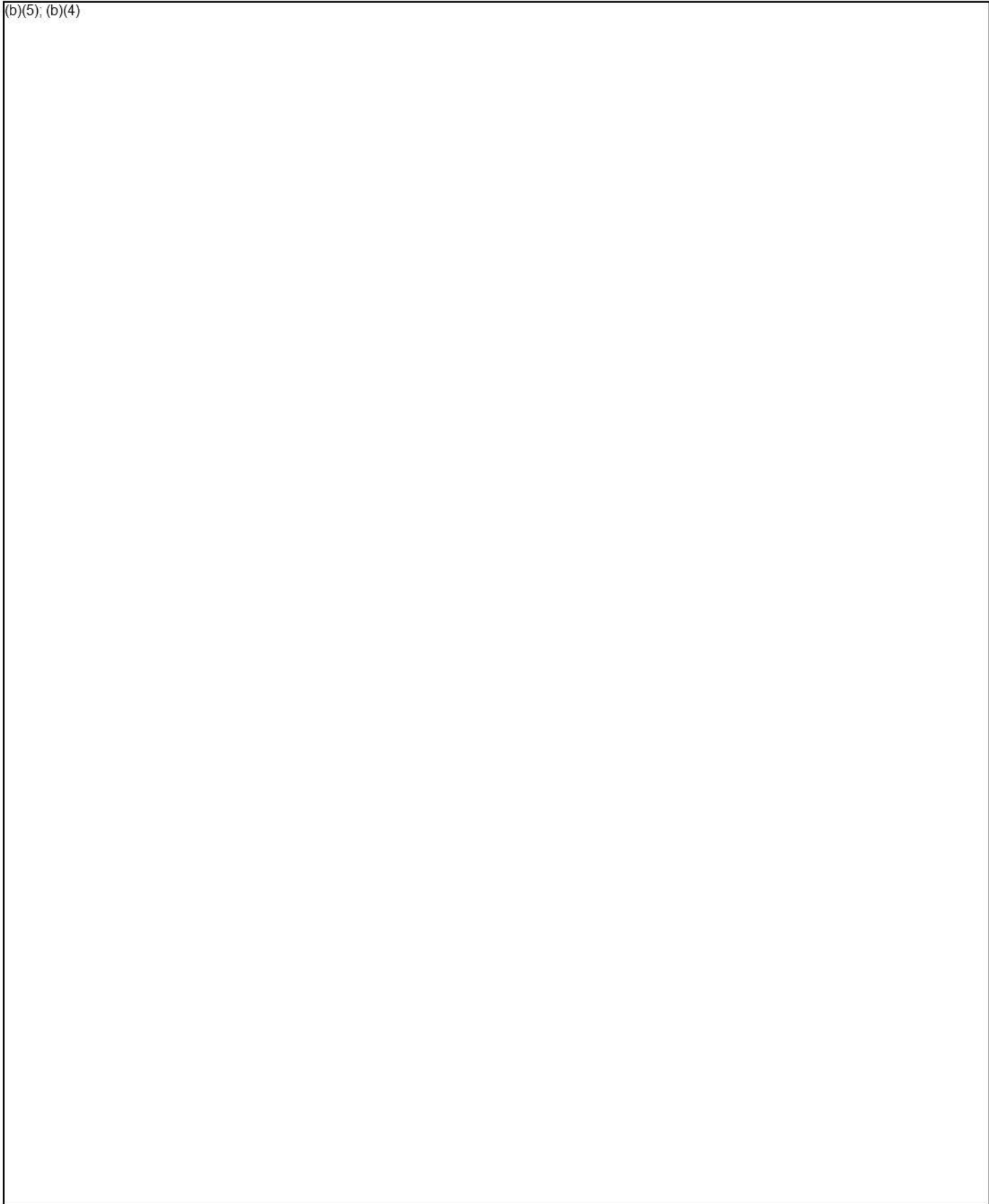
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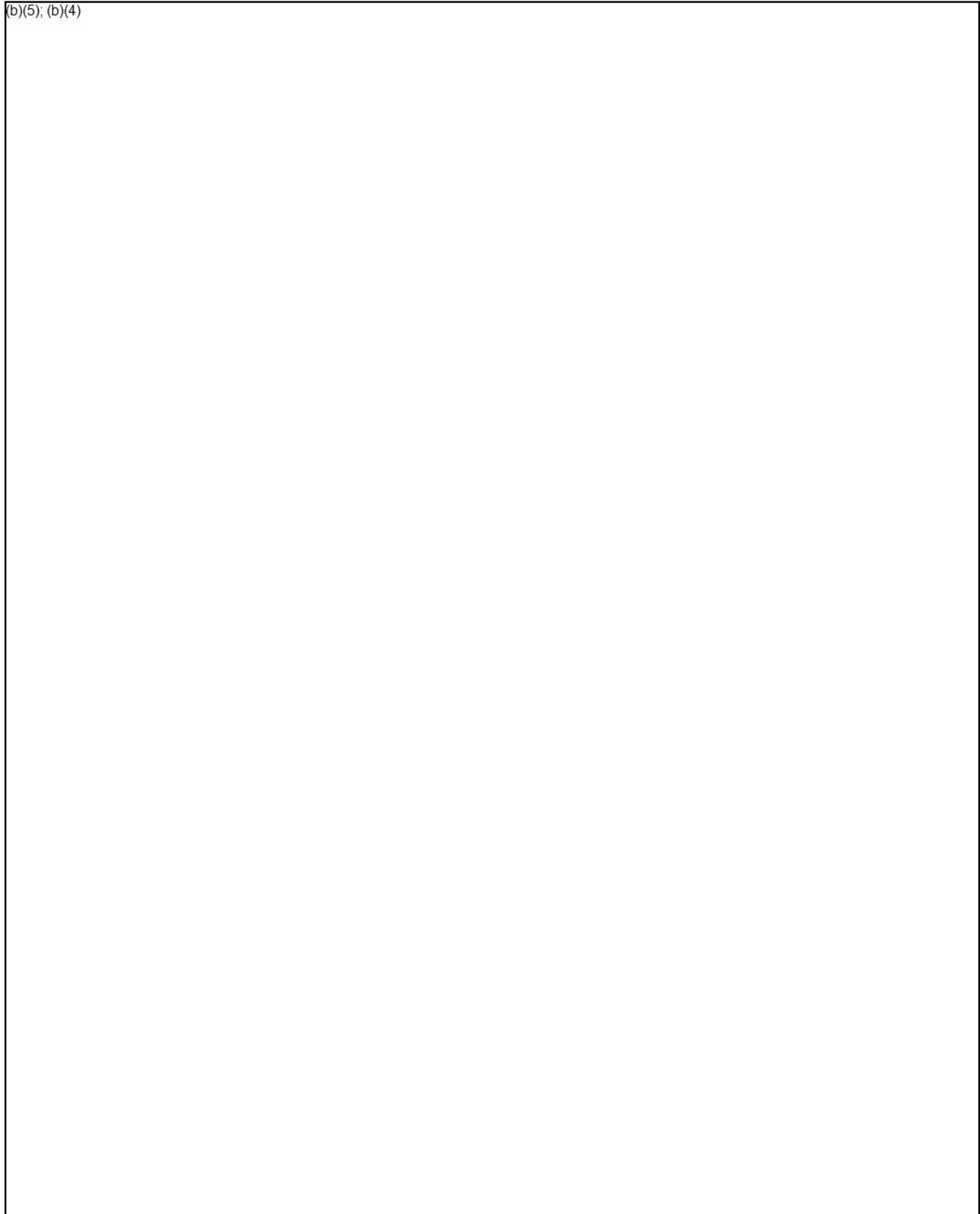
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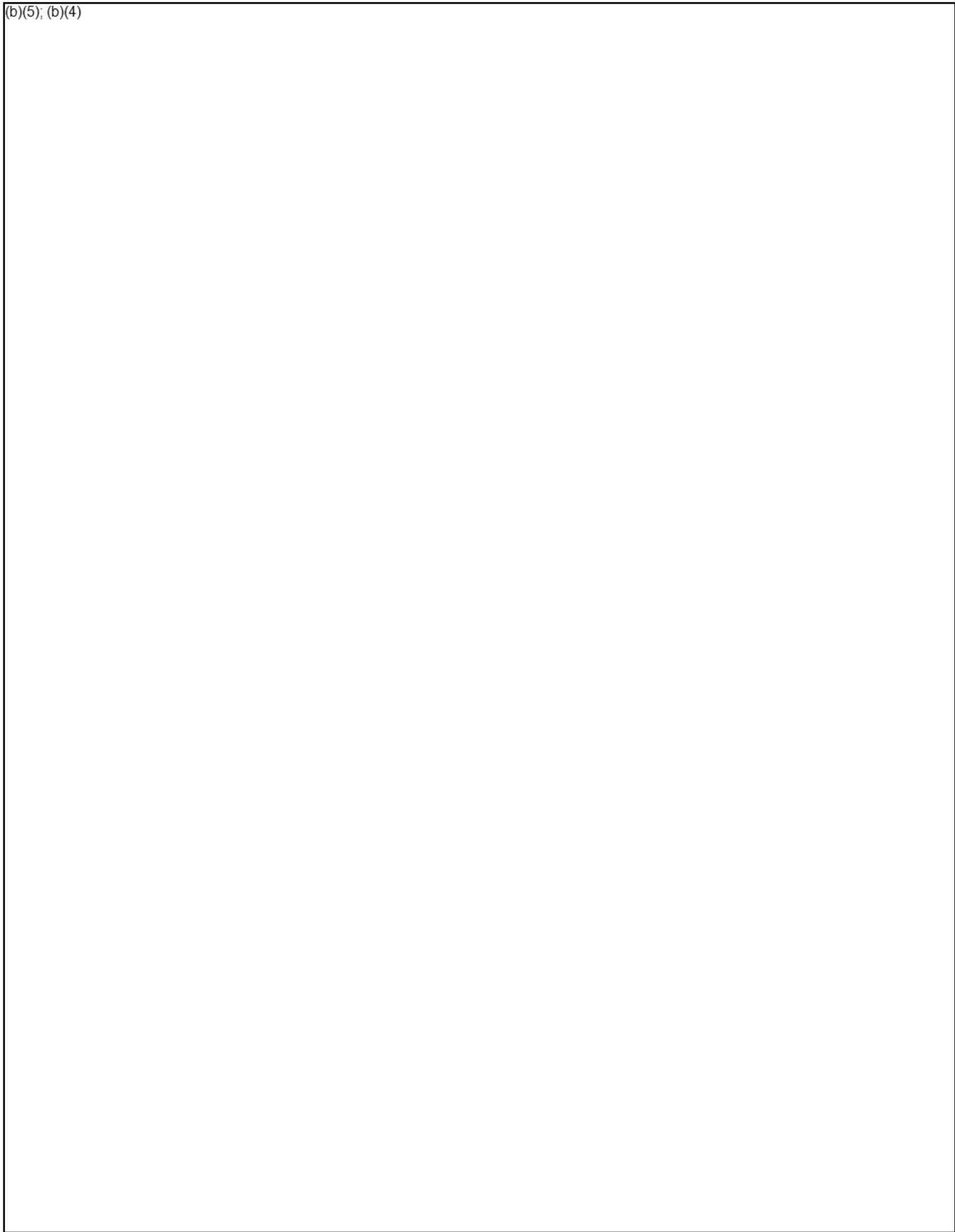
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REQUEST FOR QUOTE (RFQ) 70CMSD18Q00000016

AMENDMENT 000001

ATTACHMENT 1

PERFORMANCE WORK STATEMENT (PWS)

TRACKED CHANGES



U.S. Immigration
and Customs
Enforcement

Procurement Sensitive

Performance Work Statement
Visa Lifecycle Vetting Initiative



Homeland
Security

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1.0 BACKGROUND

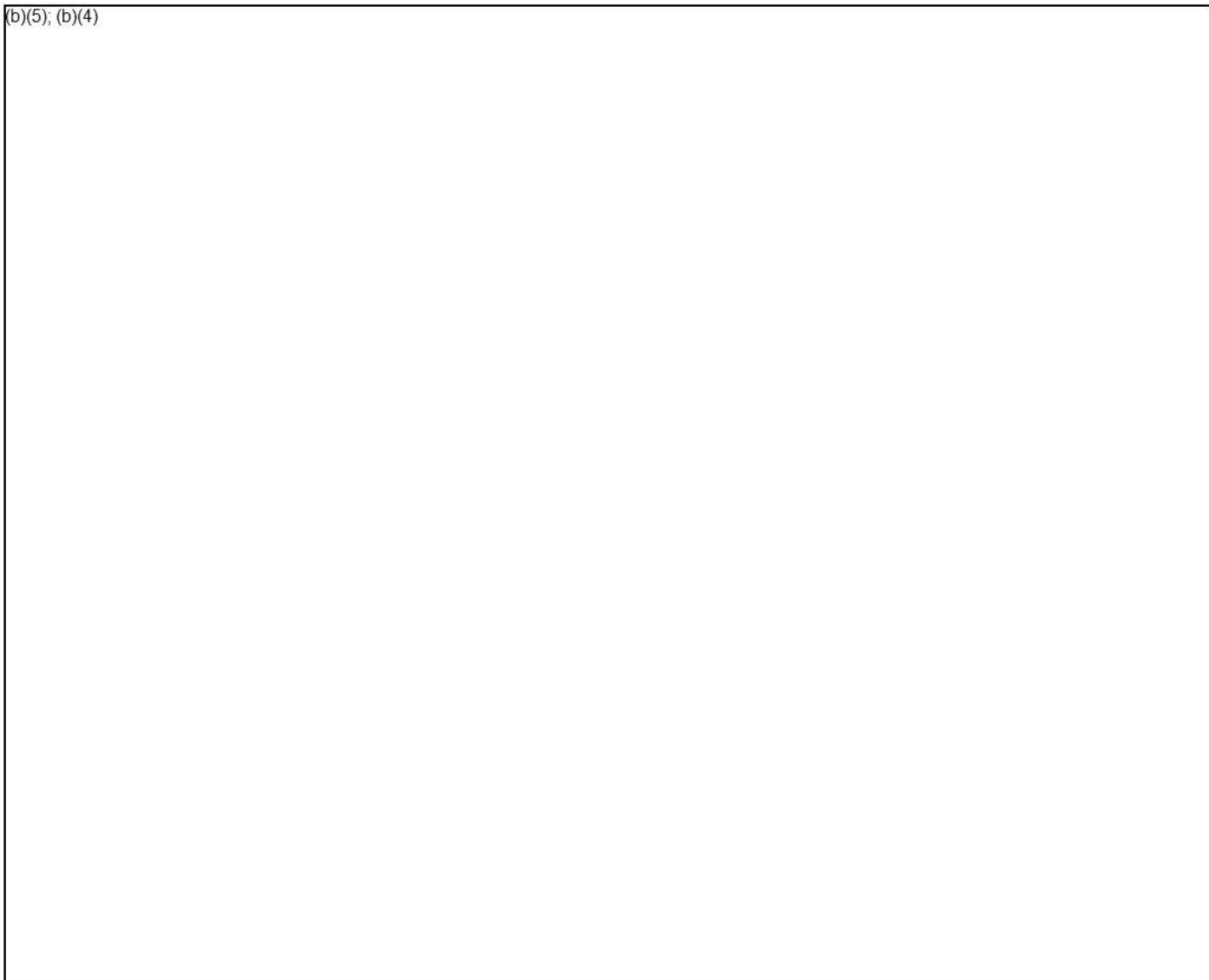
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Depending upon assignment and/or position, the contractor may be asked to conduct either VSP or CTCEU screening and vetting tasks. Specific tasks relating to both VSP and CTCEU operations are outlined below:

3.1. VSP Vetting Operations - TASKS

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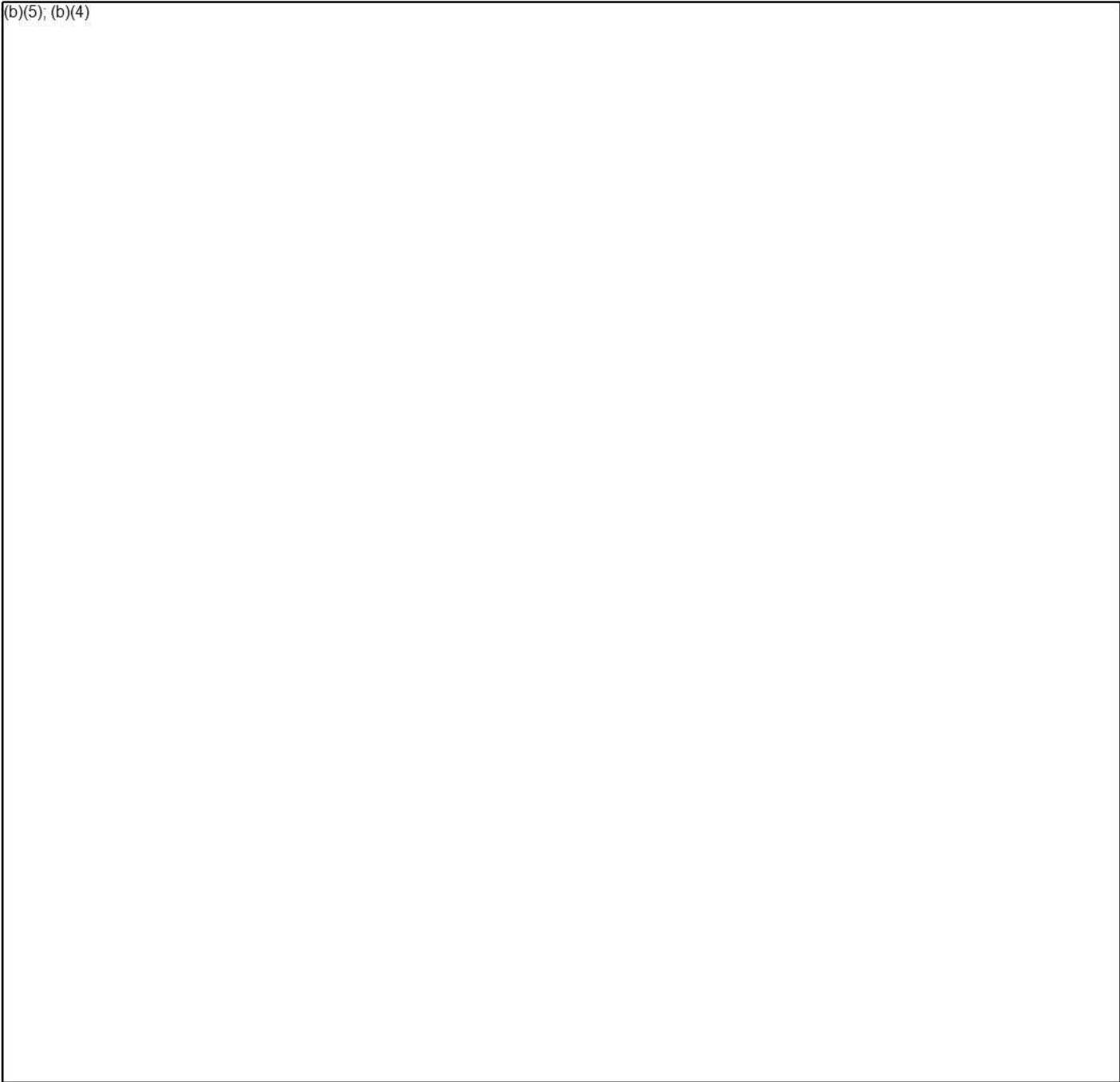
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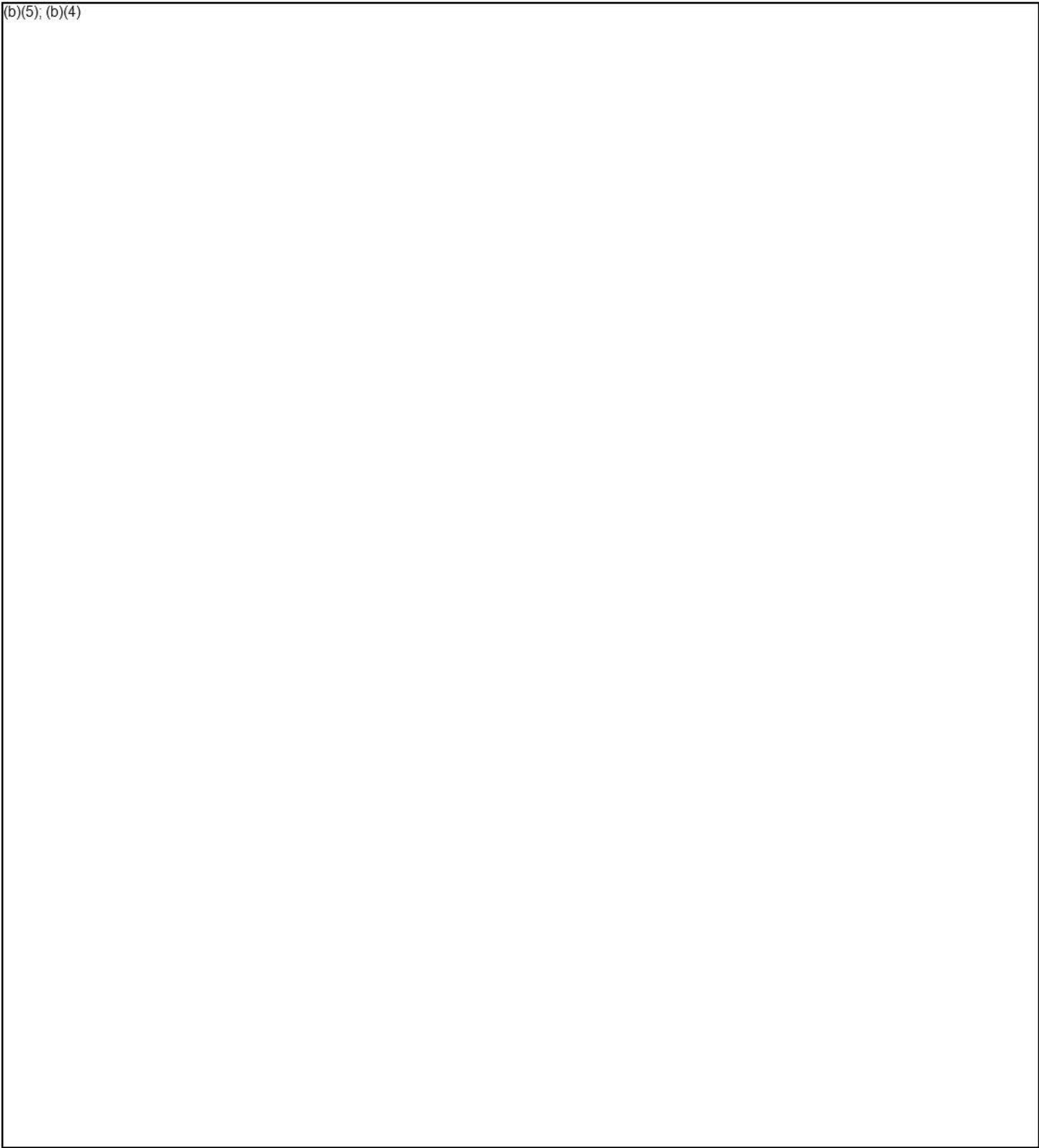
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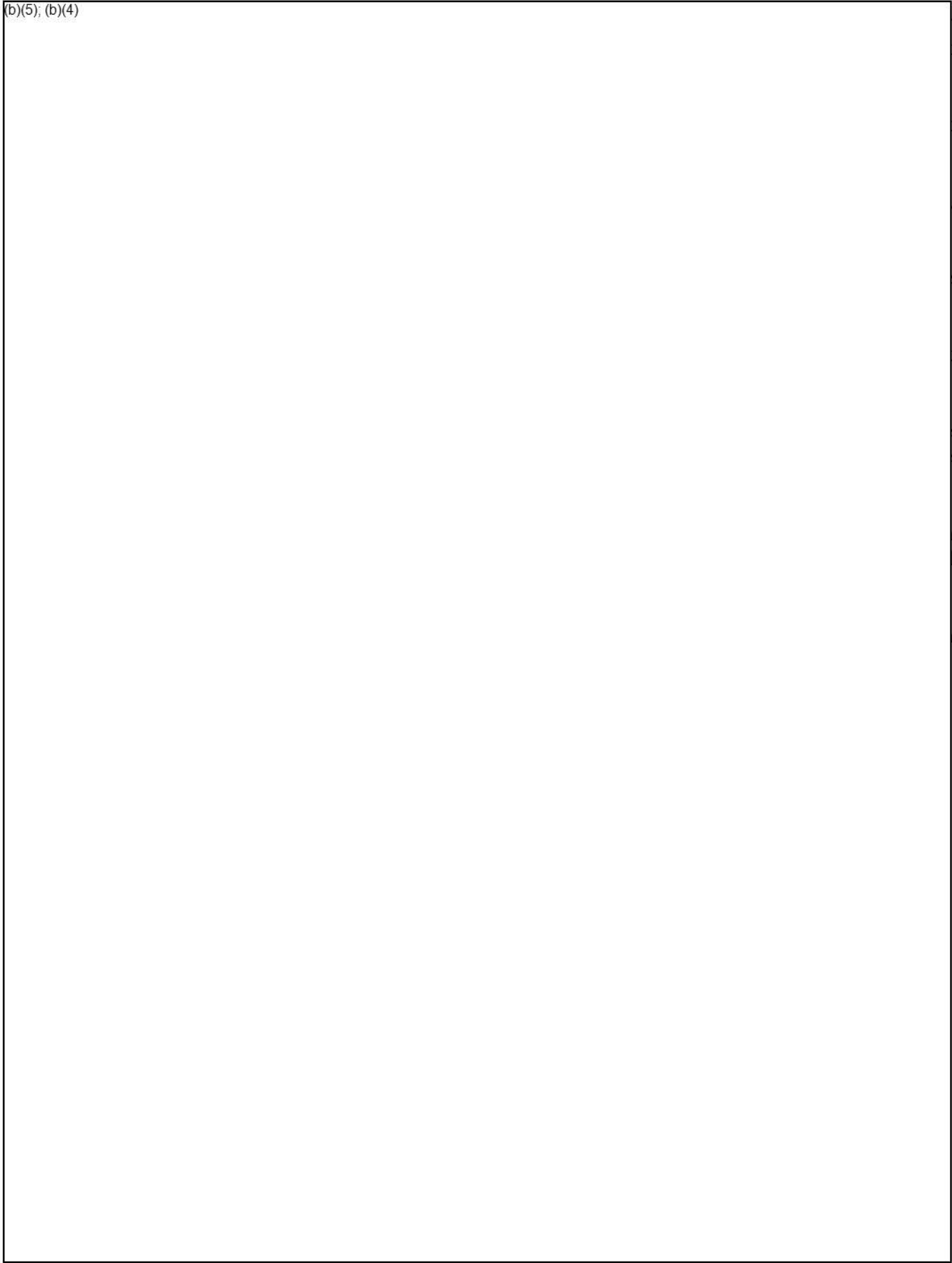


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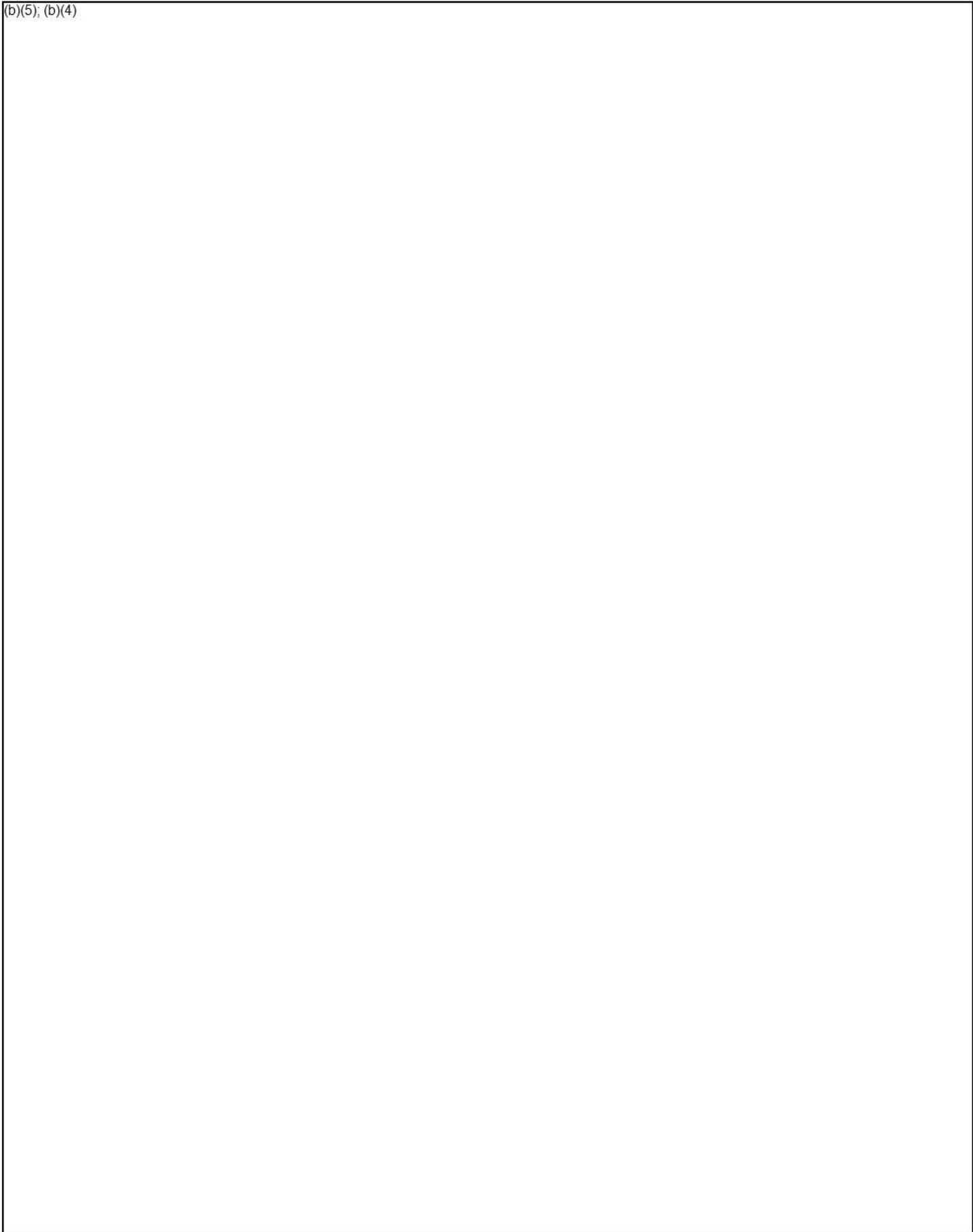
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(b)(5); (b)(4)

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

The period of performance for this contract period will contain a 12 month base period with four (4) twelve month option periods.

6.6 Hours Of Operation

Depending upon assignment and/or position, the contractor may be asked to conduct either VSP or CTCEU screening and vetting tasks. Personnel hours for the respective operations are outlined below:

(b)(5)

6.7 Travel

The Contractor shall coordinate specific travel arrangements with the COR to obtain advance, written approval for the travel to be conducted. The Contractor's request for travel shall be in writing and contain the names of individuals traveling, dates, destination, purpose, and estimated costs of the travel. The Government will not reimburse for local travel. Local travel is defined as travel within a 50-mile radius of the Contractor personnel's specific place of performance.

No travel at government expense is authorized unless fully funded on the contract in advance of travel. The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets may be reimbursable as long as the changes are driven by the work requirement. Travel performed for personal convenience or daily travel to and from work at the Contractor's facility or local Government facility (i.e., designated work Site) shall not be reimbursed. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs and Federal Travel Regulations, prescribed by the General Services Administration.

6.8 Government Holidays

The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, building closures, bad weather days and any other day designated by Federal Statute, Executive Order and/or Presidential Proclamation.

6.9 Transition

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8.0 APPENDIX A – List of Acronyms

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

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



U.S. Immigration
and Customs
Enforcement

TERMS AND CONDITIONS

1. BLANKET PURCHASE AGREEMENT (BPA)

1.1 Blanket Purchase Agreement

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

(Insert Contractor's Name)

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

874-1 Integrated Consulting Services

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

Signatures:

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

_____	_____	_____	_____
Printed Name	IOSD Title	Signature	Date

Contractor

_____	_____	_____	_____
Printed Name	Company Title	Signature	Date

2. BPA TERMS AND CONDITIONS

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

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

2.1 Scope of Services

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

Visa Lifecycle Support Services (VLVI)

2.2 Types of Orders

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

2.3 BPA Volume

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

2.4 Obligation

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

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

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

A. CONTRACT CLAUSES INCORPORATED BY REFERENCE

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

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

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

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

B. FAR CLAUSES INCORPORATED IN FULL TEXT

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

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

- _ (ii) Alternate I (Nov 2011) of 52.219-3.
- _ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- _ (ii) Alternate I (Jan 2011) of 52.219-4.
- _ (13) [Reserved]
- _ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- _ (ii) Alternate I (Nov 2011).
- _ (iii) Alternate II (Nov 2011).
- _ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- _ (ii) Alternate I (Oct 1995) of 52.219-7.
- _ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- X (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4))
- _ (ii) Alternate I (Nov 2016) of 52.219-9.
- _ (iii) Alternate II (Nov 2016) of 52.219-9.
- _ (iv) Alternate III (Nov 2016) of 52.219-9.
- _ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- _ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- _ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- _ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- _ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X (30) 52.222-36, Affirmative Action for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- _ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- _ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- _ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- _ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- _ (37) ~~52.223-12~~, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- _ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- _ (ii) Alternate I (Oct 2015) of 52.223-13.
- X (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- _ (ii) Alternate I (Jun 2014) of 52.223-14.

- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (41) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514)
- (ii) Alternate I (Jun 2014) of 52.223-16.
- X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- (43) 52.223.20, Aerosols (Jun 2016) (E.O. 13693).
- (44) 52.223.21, Foams (Jun 2016) (E.O. 13696).
- X (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (ii) Alternate I (Jan 2017) of 52.224-3.
- (46) 52.225-1, Buy American Act--Supplies (May 2014) (41 U.S.C. chapter 83).
- (47) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.
- (48) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

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

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

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

(60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

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

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

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

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

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

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

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

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

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

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

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

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xviii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (B) Alternate I (Jan 2017) of 52.224-3.
- (xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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

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

(End of Clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to expiration of the contract term; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

C. HSAR CLAUSES INCORPORATED IN FULL TEXT

HSAR 3052.204-71 Contractor Employee Access (SEP 2012)

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

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

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

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's

privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

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

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

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

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

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

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

(End of clause)

**ALTERNATE I
(SEP 2012)**

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

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

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

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

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

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

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

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

(End of clause)

HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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



U.S. Immigration
and Customs
Enforcement

Procurement Sensitive

Performance Work Statement
Visa Lifecycle Vetting Initiative



Homeland
Security

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1.0 BACKGROUND

(b)(5); WIF Draft

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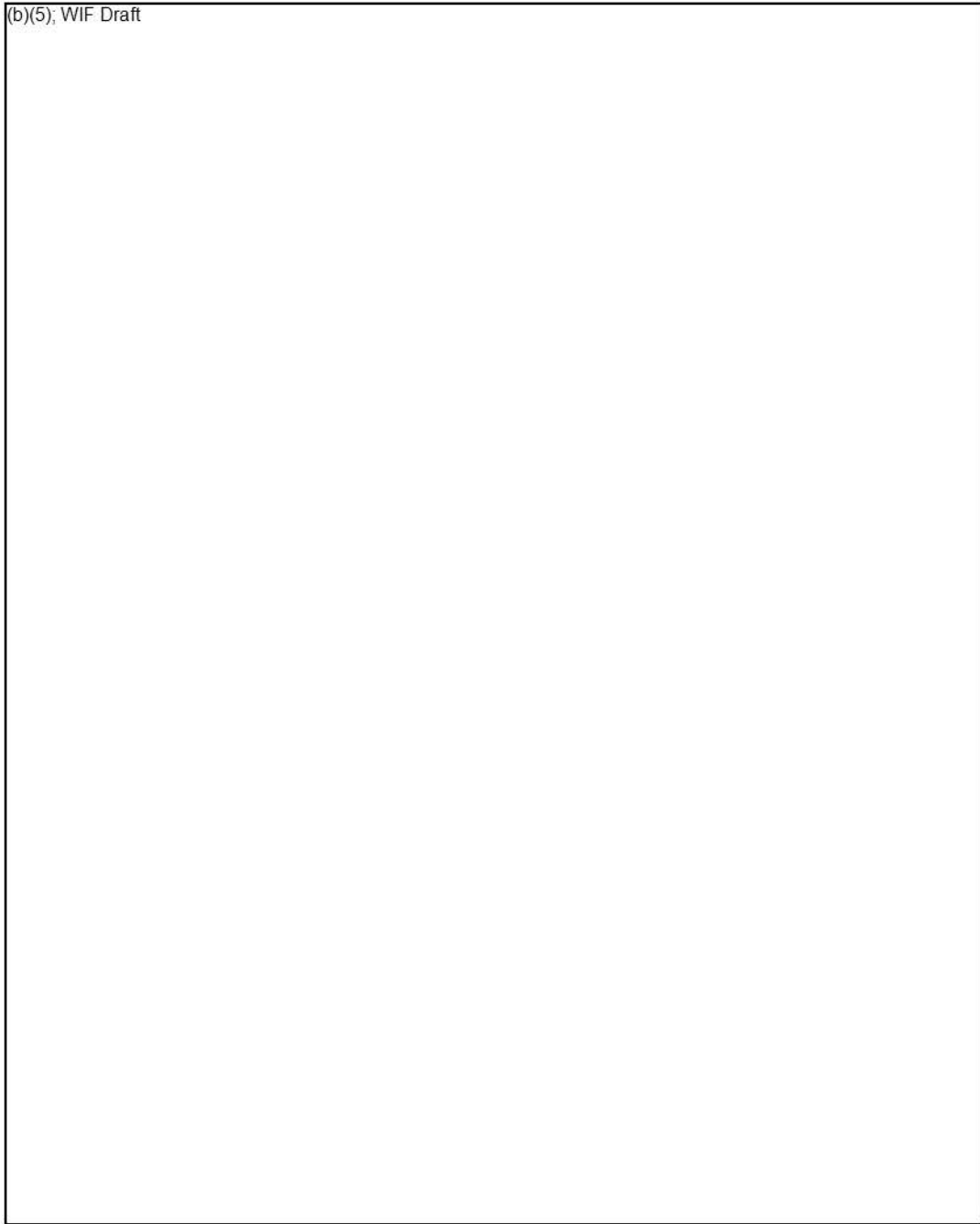
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PROCUREMENT SENSITIVE INFORMATION

(b)(5); WIF Draft



(b)(5)

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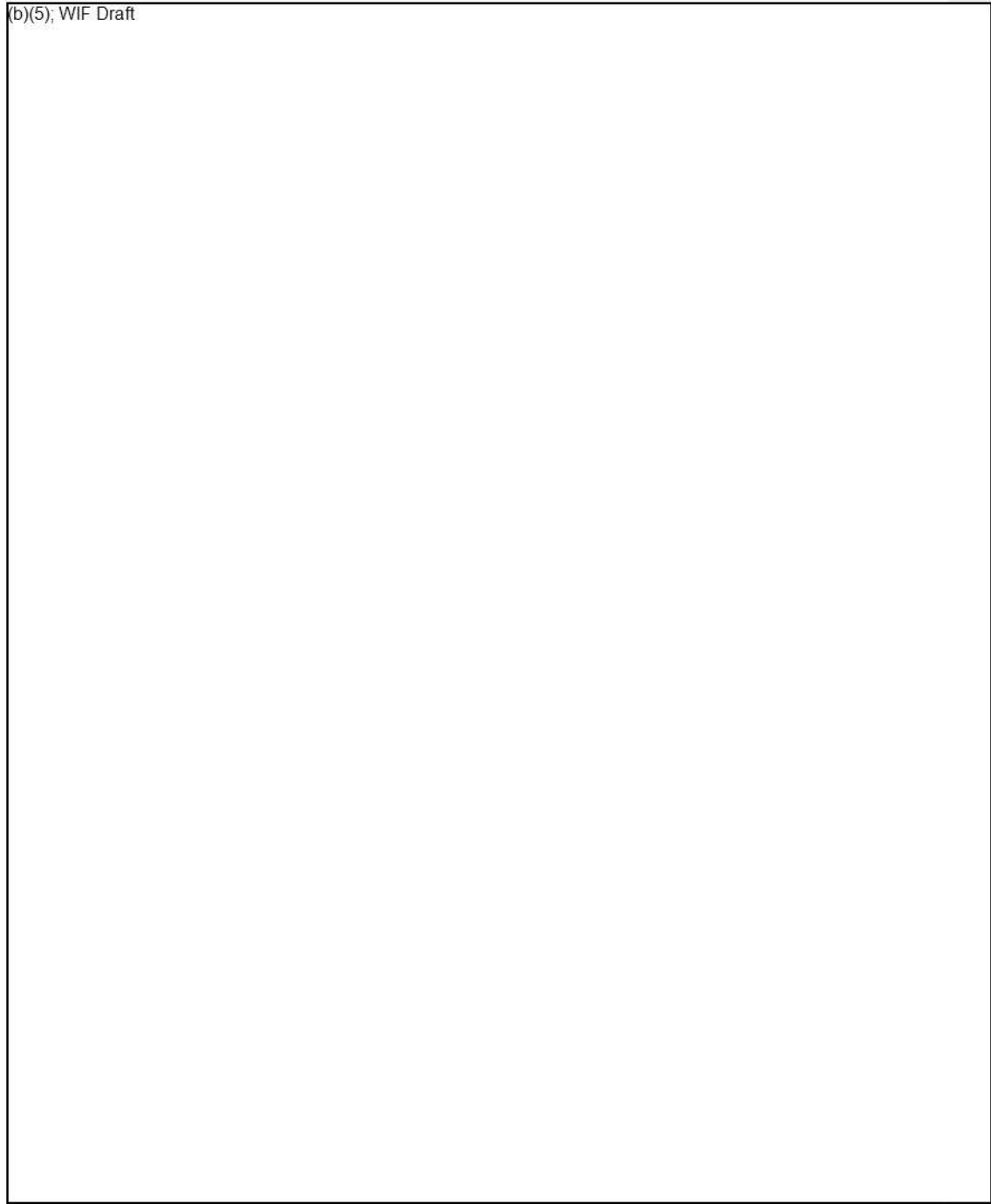
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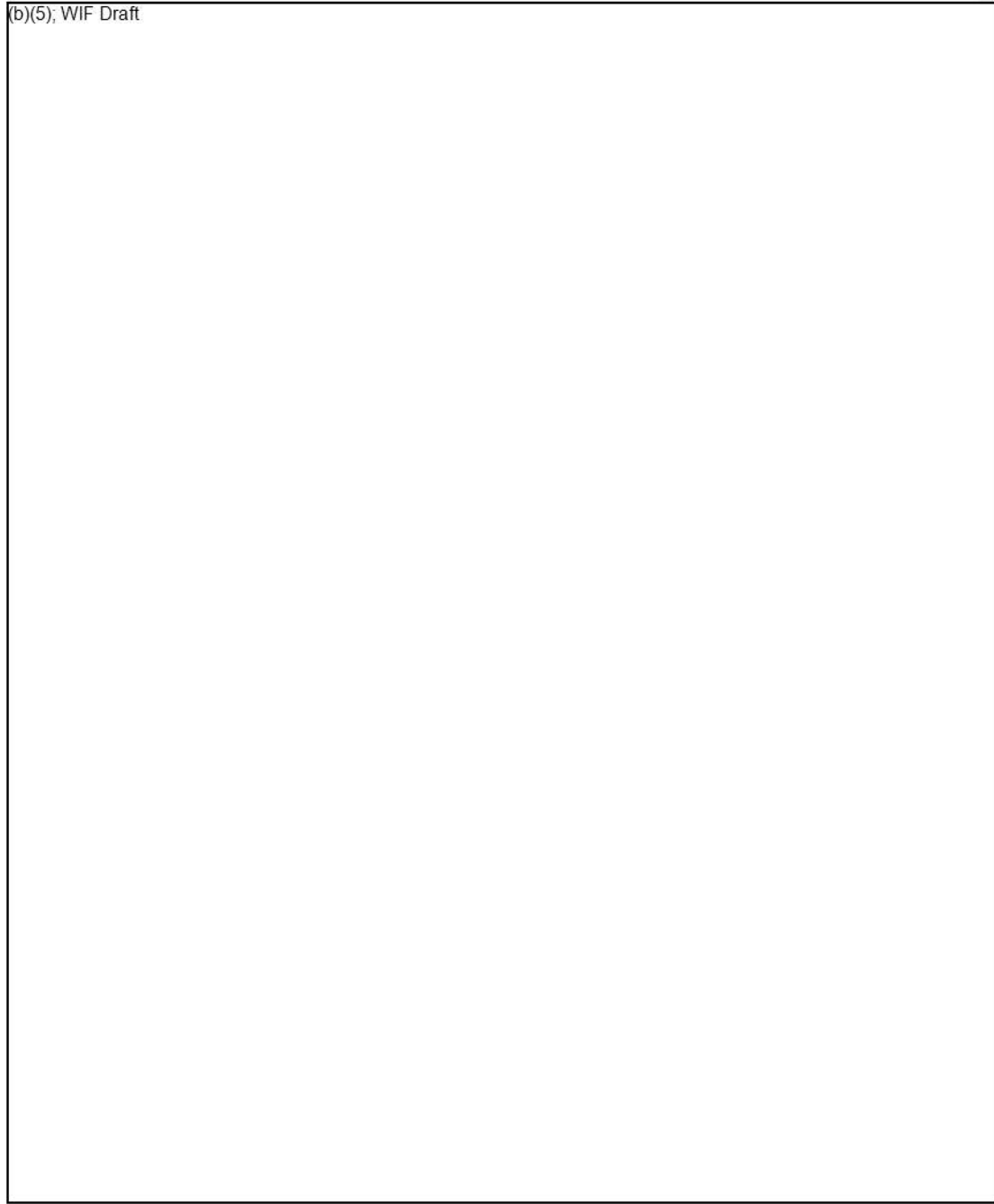
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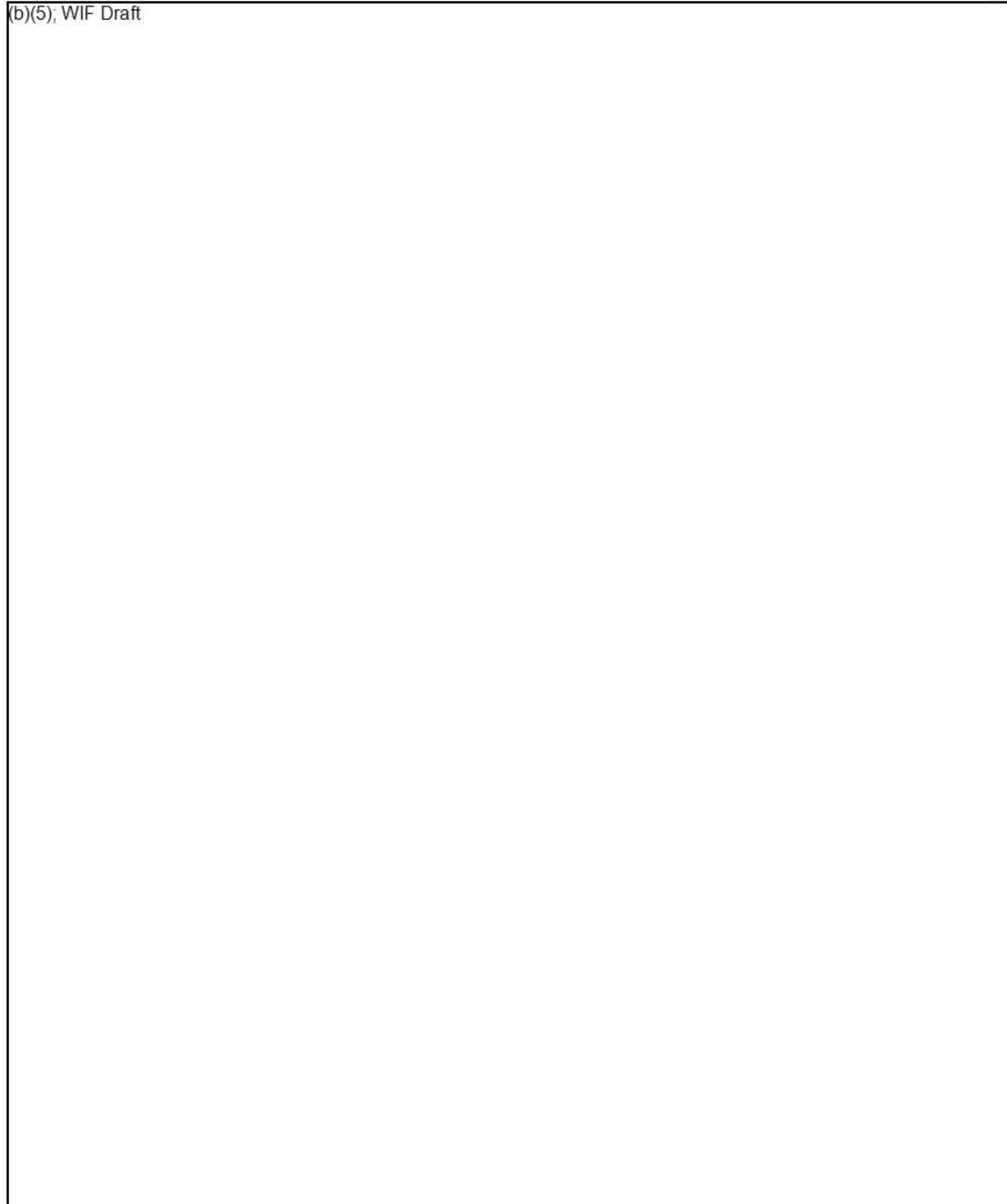
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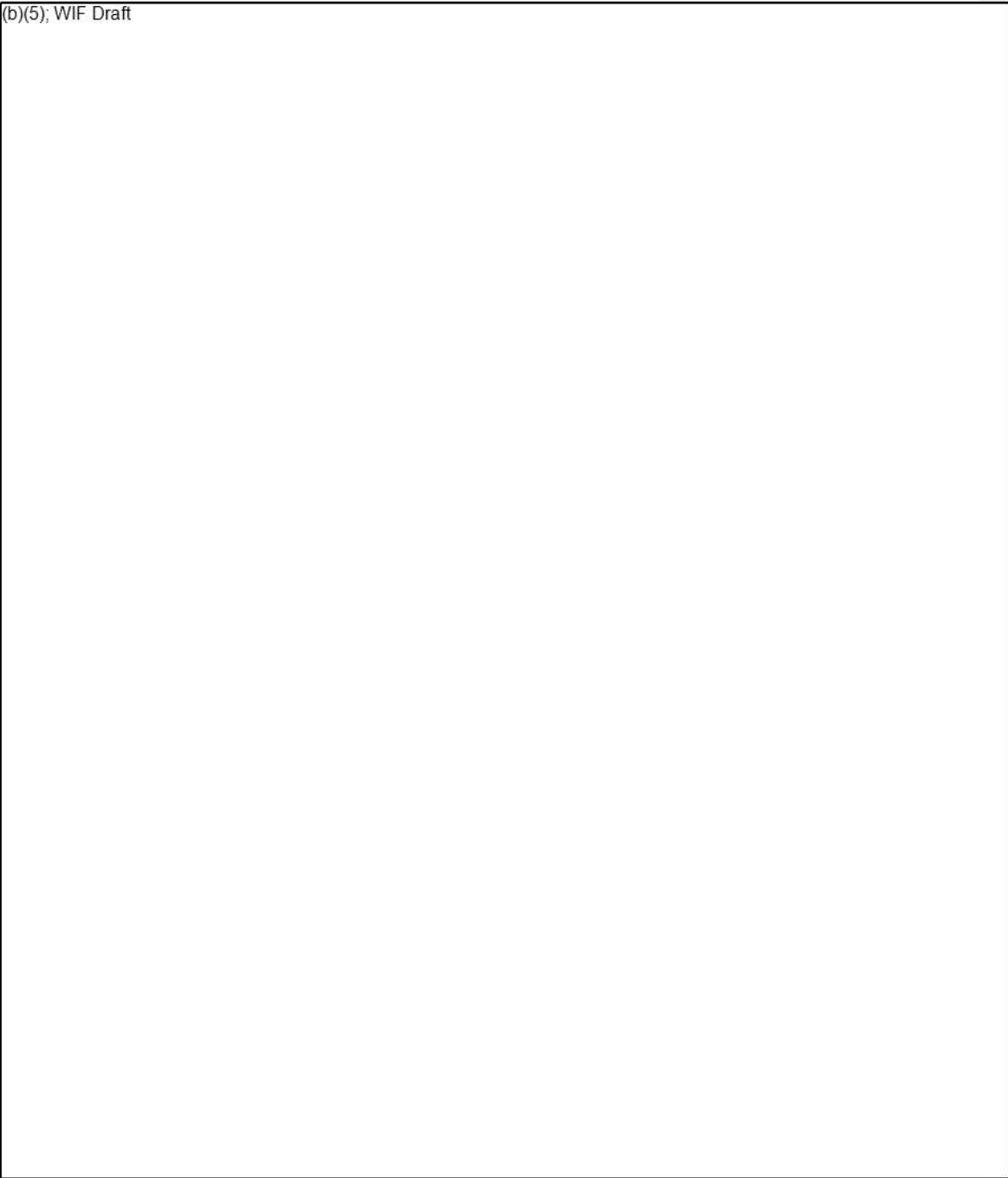
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8.0 APPENDIX A – List of Acronyms

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

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