

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)		RATING	PAGE 1 OF 60 PAGES
2. CONTRACT NUMBER TBD	3. SOLICITATION NUMBER HSCEDM-15-R-00006	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04/02/2015	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY US Immigration and Customs Enforcement			CODE ICE/DCR	8. ADDRESS OFFER TO (If other than item 7) William Quigley 5750 (Proposal Included) 801 I Street, NW Suite 930 WASHINGTON DC 20536		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME William Quigley	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS william.quigley@ice.dhs.gov
		AREA CODE 202	NUMBER 7322120	EXTENSION

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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
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15B. TELEPHONE NUMBER	AREA CODE	NUMBER	EXTENSION	17. SIGNATURE	18. OFFER DATE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>					

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY	CODE
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26. NAME OF CONTRACTING OFFICER (Type or print) William J. Quigley Contracting Officer	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>SPECIAL NOTE TO OFFERORS (1): The offerors attention is drawn to the special notes/ instructions at the beginning of Section L-Instructions, Conditions, and Notices to Bidders, Offerors, or Quoters. Please use the format described in Section L to submit your proposal.</p> <p>PRICING Instructions: The offeror should provide all necessary labor, materials, and equipment to meet the requirements in Section C of this document. The price submitted below should include all charges or fees associated with providing service (ie. set up/activation, additions, processing, deletion/ termination, etc.). The Offeror is required to submit a price for the base and all option periods. The quantities provided in Section B will encompass the full potential number of licenses the contractor is responsible for providing to the Government. The contract ceiling will be the cumulative price of all CLINS referenced in Section B for any contract period (base or any exercised option year.) The Government reserves the right to exceed the number of licenses within the overall contract annual ceiling. A task order or multiple task orders, depending on when the need arises, will be issued against the resultant contract on an annual basis.</p>				
0001	<p>Base Year- Price for each user when the government orders between 1-500 subscriptions. The Government guarantees that it will spend a minimum of \$10,000.00 in the base year. Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Period of Performance: 05/15/2015 to 05/14/2016</p>	500	EA		
0002	<p>Base Year- Price for each user when the government orders between 501-1000 subscriptions. The Government guarantees that it will spend a minimum of \$10,000.00 in the base year. Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Period of Performance: 05/15/2015 to 05/14/2016</p>	1000	EA		
0003	<p>Base Year- Price for each user when the Continued ...</p>	1500	EA		

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	government orders between 1001-1500 subscriptions. The Government guarantees that it will spend a minimum of \$10,000.00 in the base year. Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Period of Performance: 05/15/2015 to 05/14/2016				
0004	Base Year- Price for each user when the government orders between 1501-2000 subscriptions. The Government guarantees that it will spend a minimum of \$10,000.00 in the base year. Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Period of Performance: 05/15/2015 to 05/14/2016	2000	EA		
0005	Option Year 1 Price for each user when the government orders between 1-500 subscriptions. The Government does not have a guarantee for this option year. (Option Line Item) Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Period of Performance: 05/15/2016 to 05/14/2017	500	EA		
0006	Option Year 1 Price for each user when the government orders between 501-1000 subscriptions. The Government does not have a guarantee for this option year. (Option Line Item) Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Period of Performance: 05/15/2016 to 05/14/2017	1000	EA		
0007	Option Year 1 Price for each user when the government orders between 1001-1500 subscriptions. The Government does not have a guarantee for this option year. (Option Line Item) Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Period of Performance: 05/15/2016 to 05/14/2017	1500	EA		
0008	Option Year 1 Price for each user when the Continued ...	2000	EA		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	government orders between 1501-2000 subscriptions. The Government does not have a guarantee for this option year. (Option Line Item) Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Period of Performance: 05/15/2016 to 05/14/2017	2500	EA		
0010	Option Year 1 Price for each user when the government orders between 2001-2500 subscriptions. The Government does not have a guarantee for this option year. (Option Line Item) Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Period of Performance: 05/15/2016 to 05/14/2017	3000	EA		
0011	Option Year 1 Price for each user when the government orders between 2501-3000 subscriptions. The Government does not have a guarantee for this option year. (Option Line Item) Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Period of Performance: 05/15/2016 to 05/14/2017	500	EA		
0012	Option Year 2 - Price for each user when the government orders between 1-500 subscriptions. The Government does not have a guarantee for this option year. (Option Line Item) Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Period of Performance: 05/15/2017 to 05/14/2018	1000	EA		
0013	Option Year 2 - Price for each user when the Continued ...	1500	EA		

CONTINUATION SHEET

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	government orders between 1001-1500 subscriptions. The Government does not have a guarantee for this option year. (Option Line Item) Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Period of Performance: 05/15/2017 to 05/14/2018				
0014	Option Year 2 - Price for each user when the government orders between 1501-2000 subscriptions. The Government does not have a guarantee for this option year. (Option Line Item) Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Period of Performance: 05/15/2017 to 05/14/2018	2000	EA		
0015	Option Year 2 - Price for each user when the government orders between 2001-2500 subscriptions. The Government does not have a guarantee for this option year. (Option Line Item) Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Period of Performance: 05/15/2017 to 05/14/2018	2500	EA		
0016	Option Year 2 - Price for each user when the government orders between 2501-3000 subscriptions. The Government does not have a guarantee for this option year. (Option Line Item) Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Period of Performance: 05/15/2017 to 05/14/2018 Please note the following: 1. The Government agrees to order a minimum of \$10,000.00 during the base year.	3000	EA		

PART I – SCHEDULE
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PRICING SCHEDULE

- (a) The contractor shall provide a fixed price for each CLIN (see pricing section of SF-33).
- (b) The Government will order and the contractor shall provide the stated minimum quantity of services as described in Section C6, Guaranteed *Minimums*.
- (c) All fixed unit price per subscriber rates shall apply for the duration of each period of performance.
 - (1) The following definitions shall apply to the pricing information section below:
 - a. Fixed unit price per range of subscriptions. The fixed unit price shall include all direct costs, indirect costs, and profit necessary to meet the requirement in accordance with Section C.

PART I – SCHEDULE
SECTION C –Statement of Work
Access to License Plate Reader Commercial Data Service

C.1. INTRODUCTION AND BACKGROUND.

The intent of this Statement of Work (SOW) is to describe ICE's law enforcement offices operational requirements to obtain query-based access to a commercially available License Plate Reader (LPR) database. A commercial LPR database stores recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies. Licenses to access the commercial database are sold to commercial consumers as well as to law enforcement agencies.

ICE is neither seeking to build nor contribute to any public or private LPR database. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE law enforcement personnel will query the LPR database using known license plate numbers associated with the aliens who are immigration enforcement priorities, based on investigative leads, to determine where and when the vehicle has traveled within a specified period of time. The results of the queries can assist in identifying the location of aliens who are immigration enforcement priorities, to include aliens with certain criminal convictions, absconders, illegal re-entrants and those that pose a public safety or national security risk.

ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud. For example, use of LPR data in this context could help to identify the location of an investigative target or person of interest, or help track a vehicle that may be involved in illegal activity, such as smuggling.

Use of this data is expected to enhance officer and public safety by allowing arrests to be planned at locations that minimize the potential for injury (e.g., away from a subject's residence if there are suspected to be children or weapons in the home). Use of this data is also expected to create a cost savings to the government by reducing the work-hours required for physical surveillance.

C2. Objective

To provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States in the execution of their official law enforcement duties.

C3. Scope

This contract applies only to a query-based LPR database service for ICE.

C4. Performance Requirements

The vendor provides:

Data Service Content/Scope

- The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.
- The LPR data service shall include substantial unique LPR detection records.
- The LPR data service shall compile LPR records from all States and all the thirty (30) most populous metropolitan statistical areas within the United States to the extent that collection of LPR data is authorized by law in those locations.

- A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.
- The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.
- The LPR data service shall make available at least 30 million new unique LPR data records each month.
- The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.
- The vendor shall already be providing similar services to other law enforcement agency customers.

User Management and Support

The vendor shall provide:

- Written instructions and guidance to facilitate use of system.
- The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.
- Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).
- The ability to add new users or delete existing users within 24 hours of ICE's request.
- Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.
- System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.
- Unlimited technical support to each user.
- Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Functional Requirements

Query Capabilities

- Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.
 - The splash screen will appear at each logon event.
 - The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
 - The agency will provide the language for the splash screen content.
- All queries of the LPR data service shall be based on a license plate number queried by the user, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

- The system will not permit user queries of the data service unless a license plate number is entered.
- The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.
- The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.
- The query interface will include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.
- The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).
 - The query interface will have a field for the user to select or input the appropriate timeframe for the query.
 - The system will display results only for LPR detection records within that timeframe (e.g., only for the last 5 years).
 - The system shall not run a query that lacks a time frame entered by the user.
- The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.
- To ensure accuracy of information, the response to a query must include at least two photos on all hits.
 - Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.
 - Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection and coordinates.
 - The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data.
- The vendor will not use any information provided by the agency (query data) for its own purposes or share the information with other customers, business partners, or any other entity.
- The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.
- The vendor will ensure ICE user queries are conducted anonymously to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate.

Alert List Capabilities

- The LPR data service shall provide an "Alert List" feature that will save license plates numbers to query them against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user who queried the license plate number.
- The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or -entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.
- The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose / investigation / operation for which the query was performed.
- The vendor will provide the ability to establish Alert List submissions, flag license plates for deconfliction, and perform searches, all conducted anonymously, to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate.
- License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a normal query.
- Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. If determined to be cost feasible, the system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.
- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.
- The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List.

Mobile Device Capabilities

- The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:
 - Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.
 - Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.
- The mobile application will conform to all other performance requirements identified in the SOW.

Audit and Reporting Capabilities

- The vendor shall generate an immutable audit log in electronic form that chronicles the following data:
 - Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
 - Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
 - Date and time of query; and
 - Results of the query.
- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.
- The vendor shall provide to ICE user audit reports upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.
- The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency’s internal investigations and oversight.
- The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.
- The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.
- The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

The vendor shall meet the following Key Performance Parameters (KPPs):

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	</= 4 hours per month
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365

Metric	Unit of Measure	Minimum
Results of a single LPR query	Results of a single LPR query	<= 5 seconds after submission

C.6. Guaranteed Minimums

The minimum that the Government agrees to order during the period of this contract is \$10,000.00 for the base year only.

C.7. Promotion of the Contract

The Vendor may promote this contract to current ICE employees during the life of the contract. The Offeror’s goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

C.8. News Releases

News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

C.9. License Type

The Vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE’s authorized user population falls within its purchased entitlements. The Vendor shall not provide a named user license.

SECTION D – PACKAGING AND MARKING**D.1 PRESERVATION, PACKING, AND MARKING**

Preservation, packaging, and packing for all items delivered under this contract shall be in accordance with standard commercial practices. Unless otherwise specified, all material shall be preserved, packaged, and packed in accordance with commercial practices to insure acceptance by common carrier and safe arrival at destination.

D.2 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information to the Contracting Officer or the Contracting Officer's Representative (COR) shall be paid by the contractor.

D.3 MARKING

All information submitted to the Contracting Officer or the Contracting Officer's Representative must clearly indicate the contract number for which the information is being submitted.

SECTION E – INSPECTION AND ACCEPTANCE**E.1 INSPECTION AND ACCEPTANCE**

Inspection, acceptance, and evaluation of services will be performed by the COR in accordance with FAR 52.246-4. The Government will conduct any inspection and tests deemed reasonably necessary to ensure that services provided conform in all respects to the contract specifications. Services, which upon inspection are found not to be in conformance with contractual specifications, shall be promptly rejected by the COR and a notice of such rejection will be provided to the contractor by the contracting officer.

In accordance with FAR 42.15 – Contractor Performance Information, the contractor’s overall performance will be evaluated on an annual basis.

E.2 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference with the same force and effect as if they were given full text. The full text of a clause may be accessed electronically at this address: - <http://www.arnet.gov/far>.

Clause

FAR 52.246-4 Inspection of Services – Fixed-Price (AUG 1996)

SECTION F – DELIVERIES OR PERFORMANCE

F.1 Period of Performance

- (a) The anticipated period of performance is for one (1) year base period and two (2) one (1) year option periods.

Anticipated	Base Period:	May 15, 2015-May 14, 2016
	Option Year 1:	May 15, 2016- May 14, 2017
	Option Year 2:	May 15, 2017- May 14, 2018

The Two (2) one (1) year option periods listed above may be exercised in accordance with FAR 52.217-9 – Option to Extend the Term of the Contract (MAR 2000).

F.2 CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

SECTION G – CONTRACT ADMINISTRATION DATA

G.1. Contracting Officer (CO) -- The CO is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, the said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other than the CO, the change will be considered to have been without authority and no adjustments will be made in the contract price to cover any increase in costs or charges incurred as a result thereof. The CO cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the CO.

G.1.1. It is the responsibility of the Contractor to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. Work not ordered or approved by the Contracting Officer and/or work outside the scope of the contract will not be reimbursed by the Government.

G.1.2. The Contractor shall immediately notify the Contracting Officer for clarification when a question arises regarding the authority of any person to act for the Contracting Officer under the contract.

G.2. Contracting Officer's Representative -- A Contracting Officer's Representative (COR) will be designated by the CO to monitor all technical aspects and assist in administering the technical portions of the contract.

G.3. Invoice Instructions

Offerors please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ and pertain to all invoices submitted. The offeror should include the payment address in the proposal if it is different from that shown in the submittal.

1. Invoices shall now be submitted via one of the following three methods:

a. By mail:
DHS, ICE, Burlington Finance Center
P.O. Box 1620
Attn: ICE-ERO-FHQ-DMD
Williston, VT 05495-1620

or

b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact and number of pages)

c. By e-mail at: Invoice.Consolidation@ice.dhs.gov

Invoices submitted by other than these three methods will be returned.

The Burlington Finance Center (BFC) handles both payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3.

1. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE/OAQ to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.

2. The information required with each invoice submission is as follows:

An invoice must include:

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, CONTRACT LINE ITEM NUMBER (CLIN) and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices without the above information may be returned for resubmission.

SECTION H – SPECIAL INSTRUCTIONS**H.1 INITIATION OF ACTIVITIES**Implementation by Task Order

- (1) Work under this contract shall be initiated only by issuance of fully executed “Task Orders”. Each Task Order should contain: the date of the order, the contract number, quantities and unit prices, delivery date(s), place of delivery, accounting and appropriation data, and any other pertinent information. Each Task Order shall be initiated and signed by the Contracting Officer. The Task Order shall then be signed by the Contractor.
- (2) The Contractor is hereby notified to honor only written Task Orders signed by the Contracting Officer.
- (3) When mailed, a Task Order shall be considered to be issued for the purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivery to the Contractor. The Contractor shall not start work on any Task Order without receiving a signed task order or authorized verbally to begin work by the Contracting Officer (exclusively).

H.2 ORDERING DATA

Any supplies/services to be furnished under this contract shall be ordered by the issuance of task orders by the individuals or activities designated herein. Such orders may be issued from the date of contract award through contract expiration, including any option periods which may be exercised by the Government. Oral orders, when issued, will contain the following data:

- a. Date of order;
- b. Contract number and order number;
- c. Item number, description, quantity ordered and contract price;
- d. Delivery Schedule;
- e. Place of Delivery;
- f. Packaging, packing and shipping instructions;
- g. Accounting and appropriation data;
- h. Any other pertinent data;

H.3 AUTHORITY TO OBLIGATE THE GOVERNMENT

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract of specific authorization from the Contracting Officer.

**PART II – CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES**

I.1 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):

www.acquisition.gov/FAR

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER PART II - CONTRACT CLAUSES 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	NOV 2013	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	MAY 2014	COVENANT AGAINST CONTINGENT FEES
52.203-6 Alt. 1	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	MAY 2014	ANTI-KICKBACK PROCEDURES
52.203-10	MAY 2014	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.204-6	JUL 2013	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.204-7	JUL 2013	SYSTEM FOR AWARD MANAGEMENT
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.215-2	OCT 2010	AUDIT AND RECORDS-NEGOTIATIONS
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.219-9	OCT 2014	SMALL BUSINESS SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-19	JAN 2014	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-25	APR 1984	AFFIRMATIVE ACTION COMPLIANCE
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	MAY 2014	RIGHTS IN DATA – GENERAL
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	MAY 2014	INTEREST
52.232-23	MAY 2014	ASSIGNMENT OF CLAIMS
52.232-25	JUL 2013	PROMPT PAYMENT
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES – FIXED PRICE, ALT II
52.244-2	OCT 2010	SUBCONTRACTS
52.244-6	OCT 2014	SUBCONTRACTS FOR COMMERCIAL ITEMS

52.246-23	FEB 1997	LIMITATION OF LIABILITY
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED- PRICE)
52.249-8	APR 1984	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)

I.2. FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 36 months after contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.3.FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/price list. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.

(b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of \$2 million annually for the period of this contract.

(c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

(d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

(End of Clause)

I.4. FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are maximums and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months after the contract's expiration.

(End of Clause)

I.5. 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 within thirty days (30) of contract expiration.

I.6 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

The Government may extend the term of this contract by written notice to the Contractor within sixty (30) days after the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

If the Government exercises this option, the extended contract shall be considered to include this Option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

(End of Clause)

I.7. FAR 52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to 41 U.S.C. Chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. Chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. Chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. Chapter 71. The submission may be converted to a claim under 41 U.S.C. Chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)

(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)

(i) The contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

- (3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. Chapter 71.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from
- (1) the date that the Contracting Officer receives the claim (certified, if required); or
 - (2) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of Clause)

I.8. FAR 52.224-1 Privacy Act Notification. (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.
(End of clause)

I.9. FAR 52.224-2 Privacy Act. (APR 1984)

- (a) The Contractor agrees to -
- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies -
 - (i) The systems of records; and
 - (ii) The design, development, or operation work that the contractor is to perform;
 - (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
 - (3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of

the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

I.10. FAR 52.239-1 Privacy or Security Safeguards (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of Clause)

I.11. FAR 52.232-19 -- Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond the contract year in effect. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the contract year in effect until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. (End of Clause)

I.12 NONPAYMENT FOR ADDITIONAL WORK

Any additional supplies or services or a change to work specified herein which may be performed by the Contractor, either of his own volition or at the request of an individual other than a duly appointed Contracting Officer or his/her designee except as may be explicitly authorized in this contract, are not authorized and will not be paid for under the contract. Only a duly appointed Contracting Officer is authorized to change the specifications, terms and conditions in this contract.

(End of Clause)

I.13 HSAR CLAUSES

This solicitation also incorporates the following Homeland Security Acquisition Regulation (HSAR) clauses:

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 the acquisition described in subsection (b)(1) of Section 835 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 [3009.104-70](#) through [3009.104-73](#);

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#), but it has submitted a request for waiver pursuant to [3009.104-74](#), 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 [3009.104-70](#) through [3009.104-73](#), but it plans to submit a request for waiver pursuant to [3009.104-74](#).

(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 provision)

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)

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)

3052.242-71-Dissemination of Contract Information (DEC 2003)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer. (End of clause)

3052.242-72-Contracting Officer's Representative (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

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

Reporting Suspected Loss or Compromise of ICE Data

The Contractor will maintain ICE data in the form of Alert Lists, training records, and audit trail records that contain Sensitive PII and other government information that is law enforcement sensitive. The Contractor must report the suspected loss or compromise of ICE data (e.g., ICE user identities, audit trail data, ICE alert list data) including Sensitive PII in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm, including any harm to ICE users.

1. The Contractor must develop an internal system by which its employees and sub-Contractors are trained to identify and report potential loss or compromise of ICE data.

2. Contractor must report the suspected loss or compromise of ICE data by its employees or sub-Contractors to the ICE Contracting Officer's Representative (COR) or 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 ICE data by its employees or sub-Contractors. The report must contain the following information:

- a. Narrative, detailed description of the events surrounding the suspected loss/compromise.
- 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/sub-Contractor and any witnesses.
- f. Cause of the incident and whether the company's security protocols were followed or not, and 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 vendor's security protocols need to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other government agency inquiries into the suspected loss or compromise of ICE data.

(End of clause)

PRIV 1.3: Victim Remediation Provision

The Contractor is responsible for notification of victims and provision of victim remediation services in the event of a loss or compromise of ICE data that includes Sensitive PII held by the Contractor, its agents, and Subcontractors, under this contract. The victim remediation services shall include at least 18-months of credit monitoring and, for serious or large incidents as requested 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.

(End of clause)

PRIV 1.5: 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 personally identifiable information (PII), created, obtained, or provided during the performance of the contract. It is acceptable to list the names, titles and contact information for the COR, COTR, or other ICE personnel associated with the administration of the contract in the invoices as needed.

(End of clause)

PRIV 1.7: Privacy Act Information

In accordance with FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984), and FAR 52.224-2, PRIVACY ACT (APR 1984), this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974. The agency advises that the relevant system of records notices (SORNs) applicable to this Privacy Act information are as follows:

DHS / ALL-003 – DHS General Training Records SORN

DHS / ALL-004 – General IT Access Account Records System SORN

These SORNs may be updated at any time and the most current versions are publicly available at www.dhs.gov/privacy.

(End of clause)

PRIV 1.8: 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 encryption of Sensitive PII as required in the Handbook. This requirement will be passed down in all sub-contracts as well.

(End of clause)

RECORDS 1.1: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the express permission of the Contracting Officer or Contracting Officer's representative. The Government Agency owns the rights to all data/records produced as part of this contract.

(End of clause)

RECORDS 1.2: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.

(End of clause)

RECORDS 1.3: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(End of clause)

RECORDS 1.4: 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.

(End of clause)

RECORDS 1.5: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. 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.

(End of clause)

RECORDS 1.6: The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) 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 sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(End of clause)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J – LIST OF ATTACHMENTS

LIST OF ATTACHMENTS

Attachment	Title
1	Past Performance Questionnaire
2	Subcontracting Agreement
3	Quality Assurance Surveillance Plan (QASP)

**J-1 ATTACHMENT 1
Past Performance Questionnaire**

The Past Performance reference shall complete and return this survey directly to: William Quigley via emailed copy to William.Quigley@ice.dhs.gov . Surveys shall be returned no later than the exact date and time of the solicitation closing date and time to the POC noted above.

I. CONTRACT IDENTIFICATION

- A. CONTRACTOR:
- B. CONTRACT NO.:
- C. CONTRACT TYPE:
- D. PERIOD OF PERFORMANCE:
- E. ACTUAL OR ESTIMATED CONTRACT TOTAL \$ _____

(Including all possible option periods)

F. DESCRIPTION OF REQUIREMENT

II. IDENTIFICATION OF PARTY PROVIDING INFORMATION

NAME OF ACTIVITY _____
 (Include point of contact/phone # _____
 fax #/address) _____

III. ASSESSMENT OF CONTRACTOR PERFORMANCE

Please rate the contractor’s performance in the following categories on a scale of 1 to 4 as follows:

- 1 = Unsatisfactory
- 2 = Marginal
- 3 = Satisfactory
- 4 = Outstanding

Also, please provide an explanation in support of each rating in the space provided.

A. QUALITY OF PERFORMANCE: Please rate/explain the quality of the contractor’s performance; conformance to contract requirements and statement of work; and, quality of products, services, reports and documentation.

1 2 3 4 (Circle one)

B. TIMELINESS OF PERFORMANCE: Please rate/explain the timeliness of the contractor’s performance, adherence to contract schedules, including meeting interim project milestones; completing work efforts on time; and, submission of reports and documentation response to requests for information.

1 2 3 4 (Circle one)

C. BUSINESS RELATIONS: Please rate/explain the contractor's management abilities relative to its use of personnel and subcontractors to meet the requirement, cooperation of personnel and subcontractors during performance, turnover of personnel and subcontractors, ability to solve performance problems.

1 2 3 4 (Circle one)

D. COMMITMENT TO CUSTOMER SATISFACTION: Please rate/explain the contractor's communications with the Government staff, response to technical directions, maintenance and reporting of problems, effectiveness of contractor interface with Government staff.

1 2 3 4 (Circle one)

E. COST CONTROL: Please rate/explain the contractor's cost control capabilities and accuracy of any projected cost changes.

1 2 3 4 (Circle one)

F. INNOVATION: Did this contract require the contractor to use innovative technical approaches?

YES NO (Circle)

Additional information or comments:

G. Would you recommend selection of this contractor again?

YES NO (Circle)

Additional information or comments:

**J-2 Subcontracting Plan
Attachment 2**

**DEPARTMENT OF HOMELAND SECURITY
IMMIGRATION AND CUSTOMS ENFORCEMENT
SUBCONTRACTING PLAN MODEL**

The following outline meets the minimum requirements of section 8(d) of the Small Business Act, as amended, and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this outline has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable. It is not intended to replace any existing corporate plan that is more extensive. Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract. **If assistance is needed to locate small business sources, contact the Office of Small and Disadvantaged Business Utilization (OSDBU) at (202) 690-7300 202-447-5555 or the Immigration and Customs Enforcement (ICE) Office of Acquisition Management (OAQ) Small Business Specialist at 202-732-7014 or ICESmallBusinessSpecialist@ice.dhs.gov. Sources may also be obtained from Small Business Administration's Dynamic Small Business Search : http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm or www.sam.gov .** Please note that the Department of Homeland Security, ICE has subcontracting goals of:

Total Subcontracting Dollars	
SB Subcontracts	43.0%
SDB Subcontracts	5.0%
WOSB Subcontracts	5.0%
HUBZone Subcontracts	3.0%
SDVOSB Subcontracts	3.0%

Identification Data:

Name of Prime Contractor:
 Address:
 City: State: Zip code:
 Dunn and Bradstreet Number:
 Solicitation: HSCEM-15-R-00006

Description of Requirement: Obtain query-based access to a commercially available License Plate Reader (LPR) database.

Total Contract Amount: \$ _____
 The Period of Contract Performance Including Option Years (Month and Year): Base period of twelve (12) months with two (2) twelve month option periods.

Activity Awarding Contract: ICE Office of Acquisition Management, Detention Compliance and Removals. (OAQ/DCR)

Contracting Officer Name: William. J Quigley

Prime Contract is: Manufacturer Distributor
 Manufacturer/Distributor Other _____

1. Type of Plan - (Check One)

(Represents _____ % of Total Annual Sales)

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

_____ Master Plan: In this type of plan, goals are developed for this contract; all other elements are standard. The master plan must be approved every three (3) years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.

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

2. GOALS - FAR 19.704(a)(1) requires separate dollar and percentage goals for using small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business, and service disabled veteran-owned small business concerns as subcontractors for the base year and each option year. (Please note that the goals for HUBZone small business, small disadvantaged business, women-owned small business, and service disabled veteran-owned small business concerns are sub-sets of the small business goal).

2.1. Please state separate dollar and percentage goals for Small Business (including Alaska Native Corporation’s (ANCs); Service-Disabled Veteran-Owned Small Business; Small Disadvantaged, Women-Owned, and Historically Underutilized Business Zone (HUBZone) Small Business Concerns.

NOTE: “ZERO” PERCENT VALUE FOR GOALS OR “N/A” ARE UNACCEPTABLE. GOALS AND PERCENTAGES MUST BE ROUNDED TO THE NEAREST DOLLAR AND TENTH OF A PERCENT.

EXAMPLE OF HOW TO CALCULATE THE GOALS:

	<u>DOLLARS</u>	<u>PERCENT</u>
Total Proposal/Contract Price	\$1,500,000	
Total to be Subcontracted	\$1,000,000	100%
Subcontract to Small Business (including Alaska Native Corporations (ANC) and Indian tribes)	\$430,000	43.0%
Subcontract to Service Disabled Veteran-Owned Small Business	\$30,000	3.0%
Small Disadvantaged Business (including ANC and Indian tribes)	\$50,000	5.0%
Women-Owned Small Business	\$50,000	5.0%
Subcontract to HUBZone Small Businesses	\$30,000	3.0%

IF PERCENTAGE GOALS BELOW ARE LOWER THAN THE EXAMPLE ABOVE, PLEASE SUBMIT THE SPECIFIC JUSTIFICATION STATING WHY:

PLEASE ENTER THE INFORMATION LISTED BELOW:

Total dollars to be subcontracted: \$ _____

- ❖ Estimated total dollars to be subcontracted to Small Business (SB) (including Alaska Native Corporation’s (ANCs) and Indian tribes):

FY	FY	FY
Base Yr 1	1 st Option	2 nd Option
\$	\$	\$

- ❖ Estimated total dollars to be subcontracted to Service-Disabled Veteran-Owned Small Business (SDVOSB):

FY	FY	FY
Base Yr 1	1 st Option	2 nd Option
\$	\$	\$

- ❖ Estimated total dollars to be subcontracted to Small Disadvantaged Business (SDB) (including Alaska Native Corporation's (ANCs) and Indian tribes):

FY	FY	FY
Base Yr 1	1 st Option	2 nd Option
\$	\$	\$

- ❖ Estimated total dollars to be subcontracted to Women-Owned Small Business (WOSB):

FY	FY	FY
Base Yr 1	1 st Option	2 nd Option
\$	\$	\$

- ❖ Estimated total dollars to be subcontracted to HUBZone Small Business Concerns:

FY	FY	FY
Base Yr 1	1 st Option	2 nd Option
\$	\$	\$

- ❖ Estimated total dollars to be subcontracted to Large Business:

FY	FY	FY
Base Yr 1	1 st Option	2 nd Option
\$	\$	\$

IF PROPOSED GOALS DO NOT MEET ICE'S MINIMUM ESTABLISHED GOALS, THE PLAN MUST INCLUDE A DETAILED JUSTIFICATION, BY CATEGORY, AS TO WHY THE PLAN PROPOSES LESS THAN THE MINIMUM GOALS REQUIRED BY ICE.

2.2. DESCRIPTION OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED. Provide a description of the principal types of supplies and services to be subcontracted under this contract, and an identification of the types planned for subcontracting to small (including ANCs and Indian tribes), service-disabled veteran-owned, small disadvantaged (including ANCs and Indian tribes), women-owned, HUBZone.

TYPE OF BUSINESS (CHECK ALL THAT APPLY). YOU MUST IDENTIFY THE PRODUCTS/SERVICES TO BE SUBCONTRACTED IN EACH CATEGORY. "ZERO" PERCENTAGES OR STATEMENTS SUCH AS "TO BE DETERMINED" OR "N/A" ARE UNACCEPTABLE.

PLEASE LIST THE PRODUCTS/SERVICES TO BE SUBCONTRACTED – NO DOLLARS OR PERCENTAGES

<u>PRODUCT/S</u> <u>ERVICE</u>	<u>LARGE</u>	<u>SMALL</u> (including ANCs and Indian tribes)	<u>SDVOSB</u>	<u>VOSB</u>	<u>SDB</u> (including ANCs and Indian tribes)	<u>WOSB</u>	<u>HUBZONE</u>

2.3. A description of the method used to develop the subcontracting goals.

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

2.5. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business (including ANC and Indian tribes); service-disabled veteran-owned small business; veteran-owned small business; small disadvantaged business concern (including ANC and Indian tribes); women-owned small business, and HUBZone small business concerns. [] Yes [] No

2.6 FAR 19.704(a)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, position within the corporate structure and the duties of that employee.

3. SUBCONTRACTING PLAN ADMINISTRATION INFORMATION

SUBCONTRACTING PLAN ADMINISTRATOR

NAME:

TITLE:

ADDRESS:

CITY:

STATE:

ZIPCODE:

TELEPHONE:

FAX NUMBER:

E-MAIL:

3.1. Duties: Does the individual named above perform the following? (If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company).

- A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned, and service disabled veteran-owned small business concerns.
 YES NO
- B. Developing and maintaining bidders' lists of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns from all possible sources.
 YES NO
- C. Ensuring periodic rotation of potential subcontractors on bidders' lists.
 YES NO
- D. Assuring that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
 YES NO
- E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small businesses.
 YES NO
- F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business participation.
 YES NO
- G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.
 YES NO
- H. Overseeing the establishment and maintenance of contract and subcontract award records.
 YES NO
- I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
 YES NO
- J. Directly or indirectly counseling small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns on subcontracting opportunities and how to prepare responsive bids to the company.
 YES NO

- K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, or service disabled veteran-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.
- _____ YES _____ NO

4. EQUITABLE OPPORTUNITY

4.1. FAR 19.704(a)(8) requires a description of the efforts your company will make to ensure that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. (Check all that apply.)

- A. Outreach efforts to obtain sources:
 ___ Contacting minority and small business trade associations
 ___ Contacting business development organizations
 ___ Attending small and minority business procurement conferences and trade fairs
 ___ Finding sources from the Small Business Administration's Procurement Network (ProNet)
- B. Internal efforts to guide and encourage purchasing personnel:
 ___ Presenting workshops, seminars and training programs
 ___ Establishing, maintaining and using small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business source lists, guides and other data for soliciting subcontracts
 ___ Monitoring activities to evaluate compliance with the subcontracting plan
- C. Additional efforts: (Please describe.)

5. REPORTING AND COOPERATION:

5.1. Assurances that the offeror will include FAR clause 52.219-8 Utilization of Small Business Concerns (Jul 2013) in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1,500,000 for construction) to adopt a subcontracting plan that complies with the requirements of this clause. The Individual Subcontracting Report (ISR) is the former SF-294 [] Yes [] No

- 5.2.** Assurances that the offeror will—
- (i) cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov> following the instruction in the Esrs in accordance with FAR 52.219-8(d)(10) and 52.219-8(l);
 - (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
 - (v) Provide its prime contract number, its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
 - (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

- (vii) The cognizant contracting officer at DHS must receive the report(s) within 30 days after the close of each reporting period. [] Yes [] No

NOTE: When entering your subcontracting information, you must include the email address of the following individuals whom will be reviewing the Subcontracting ISR 294 “Report for Individual Contracts” as well as SSR 295 “Summary Subcontracting Report”.

Reporting Agency: ICE OAQ/DCR

Please enter the contracting officer’s email address: William.Quigley@ice.dhs.gov

6. **RECORDKEEPING**

6.1. A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror’s efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, *SAM*, CCR, Vendor Information Pages (VIP) Database at the Vetbiz.gov web portal (www.vetbiz.gov), to ensure maximum practicable consideration of Veteran-Owned and Service-Disabled Veteran-Owned Small Businesses:), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

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

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating:

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
- (D) Whether HUBZone small business concerns were solicited and, if not, why not; (E) whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact:

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

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

- (A) Workshops, seminars, training, etc.;
- (B) Monitoring performance to evaluate compliance with the program’s requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor.

(vii) Contractors having commercial plans need not comply with this requirement.

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

- (i) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor’s lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (ii) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.
- (iii) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- (iv) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
- (v) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor’s subcontracting plan.

7. TIMELY PAYMENTS TO SUBCONTRACTORS

7.1. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

8. GOOD FAITH EFFORT

8.1. As stated in 15 U.S.C.637(d)(8), any contractor or subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Further, 15 U.S.C.637(d)(4)(F) directs that a contractor’s failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

9. SIGNATURES REQUIRED

PRIME CONTRACTOR: _____ DATE: _____
 PRINT/TYPE NAME:
 TITLE:
 DATE:
 EMAIL:

PLAN APPROVED BY: _____ DATE: _____
 TYPE NAME:
 TITLE:
 EMAIL:

11. FOR COMMERCIAL PLANS ONLY:

Effective period of this subcontracting plan is:

_____ thru _____

J-3 Quality Assurance Surveillance Plan (QASP)
License Plate Reader (LPR) Data Service

Note: The Government reserves the right to revise or change the QASP as determined by the Government to ensure quality service and deliverables over the course of the IDIQ contracts and/or task orders.

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored
- How monitoring will take place
- Who will conduct the monitoring
- How monitoring efforts and results will be documented

This QASP does not detail how the Contractor accomplishes the work. Rather, the QASP is created with the premise that the Contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the Contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the Contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also ensure that the Contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

b. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the Contractor's performance. The COR shall keep a quality assurance file. At the conclusion of the contract or when requested by the CO, the COR shall provide documentation to the CO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. The Contractor shall refer any changes they deem may affect contract price, terms, or conditions to the CO for action.

c. Other Key Government Personnel - Immigration and Customs Enforcement (ICE) National Fugitive Operations Program Headquarters Staff or Federal employees as designated by the COR and/or CO.

All Point of Contact's information will be released upon award.

3. PERFORMANCE STANDARDS

Performance standards define desired services. The Contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of Contractor performance in the elements defined.

The Government performs surveillance to determine the level of Contractor performance to these standards. Standards apply the data service. Should the performance of the data service fall below acceptable standards, the penalty will apply to the monthly invoiced price for that facility.

The Performance Requirements are listed below. The Government will use these standards to determine Contractor performance and shall compare Contractor performance to the standard and assign a rating. At the

end of the performance period, these ratings will be used, in part, to establish the past performance of the Contractor on the contract.

The Government will use these standards to determine Contractor performance and compare Contractor performance to the Acceptable Quality Level (AQL).

Table 1: Performance Requirements Summary (PRS)

Metric	Unit of Measure	Minimum AQL
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	<= 4 hours per month
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of single LPR Query	Results of a single LPR query after entered in end-user-computing device	<= 5 seconds after submission

Table 2: Performance Standards Matrix

Performance Requirement	Paragraph	Performance Standard	Performance Indicator	Performance Level	Surveillance Method	Penalty to Monthly Payment
LPR Data Service and Technical Support	C.4	Uptime of Data Service and Technical Support shall be fully available 24/7/365	LPR Data Service downtime shall not exceed 4 hours in any 1 month period and Meantime between failure (MTBF) is 4,000 operating hours	> 99.0%	Validated User/Customer Complaints 100% Inspection	- 20% withholding for the first hour (or any part thereof) in excess of the 4 hour limitation. - 0.5% for each hour thereafter until the data service is operable. The penalty shall be determined by prorating the number of days deficient within the particular billing month.
Overall Support Service	C.4	Support Availability	Support Service must be available 24/7/365	>99% Monitored monthly during the life of the contract.	Contractor self-monitoring and Validated User/Customer Complaints 100% Inspection	- 98% / 93% / 88% compliance will result in 2% / 5% / 10% withholding from the invoice(s). The penalty shall be determined by prorating the number of days deficient within the particular billing month.

Performance Requirement	Paragraph	Performance Standard	Performance Indicator	Performance Level	Surveillance Method	Penalty to Monthly Payment
Results of a single LPR Query	C.4.	Length of time for Results of a single LPR query to appear after being entered in the end-user computing device	Less than 5 seconds after submission	95% Monitored monthly during the life of the contract	Contractor Self-monitoring and Validated User/Customer Complaints 100% Inspection	- 93% / 88% / 83% compliance will result in 2% / 5% /10% withholding from the invoice(s). The penalty shall be determined by prorating the number of days deficient within the particular billing month.

4. METHODS OF QUALITY ASSURANCE (QA) SURVEILLANCE

Regardless of the surveillance method, the COR shall always contact the Contractor's task manager or on-site representative when a defect is identified and inform the manager of the specifics of the problem. The COR, with assistance from the CO, shall be responsible for monitoring the Contractor's performance in meeting a specific performance standard/AQL.

Various methods exist to monitor performance. The COR will use the surveillance methods listed below in the administration of this QASP.

a. PERIODIC INSPECTION

- Scheduled quarterly inspection of audit logs or as required

b. VALIDATED USER/CUSTOMER COMPLAINTS

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option of communicating complaints to the COR, as opposed to the Contractor.

Customer complaints, to be considered valid, must be set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR.

Customer feedback may also be obtained either from the results of customer satisfaction surveys or from random customer complaints.

- Review of identified deficiencies and or complaints made by users of the services
- Investigate and validate
- Review of notification of report discrepancies

c. 100% INSPECTION

- Review of LPR Data Service uptime
- Review of Scheduled Downtime
- Review Meantime Between Failure (MTBF)
- Review Overall Support Service Availability

d. Analysis of Contractor's progress report. The Contractor is required to provide a weekly progress report that will be used to communicate the Contractor's status in the Transition phase.

e. Performance reporting.

Surveillance results will be used as the basis for actions against the Contractor Past Performance Report. In such cases, the Inspection of Services clause in the Contract becomes the basis for the CO's actions.

5. DOCUMENTING PERFORMANCE

Documentation must be accurate and thorough. Completeness, currency, and accuracy support both satisfactory and unsatisfactory performance

a. ACCEPTABLE PERFORMANCE

The Government shall document positive performance. All positive performance should be documented by an email to the COR describing the outstanding performance and why it is of value to the Government. This information shall become a part of the supporting documentation for the Contractor Performance Assessment Reporting System (CPARS) and the QASP

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall inform the Contractor. This will be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the Contractor's representative. A CDR template is attached to this QASP.

The Contractor will acknowledge receipt of the CDR in writing. The CDR will specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability.

Any CDRs will become a part of the supporting documentation for Past Performance.

6. FREQUENCY OF MEASUREMENT

While the Contractor is fully expected to comply with all requirements in the SOW, the Government's assessment of Contractor performance will focus mainly on the objectives listed in the AQL column of the Performance Standards Summary Matrix. The COR will monitor the Contractor's performance to ensure it meets the standards of the contract. Unacceptable performance may result in the Contracting Officer taking any of the following actions: Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, reduce the contract price to reflect the reduced value of the services, issue a Contract Discrepancy Report, or require the Contractor to re-perform the service. In addition, the Contractor's performance will be recorded annually in the Contractor Performance Assessment Report (CPAR).

Signature – Contracting Officer's Representative

Signature – Contracting Officer

QASP QUALITY ASSURANCE MONITORING FORM

REQUIRED TASKS/SERVICES: Uptime of Data Service and Technical Support shall be fully available 24/7/365

SURVEY PERIOD: Calendar Month

SURVEILLANCE METHODS: 100% Inspection / Customer Complaint

LEVEL OF SURVEILLANCE : As needed

ANALYSIS OF RESULTS:

Documented Performance Measurement Rate. LPR Data Service downtime shall not exceed 4 hours in any 1 month period and Meantime between failure (MTBF) is 4,000 operating hours

(AQL = 99%)

Reviewer's Performance Assessment (Check): Meets Standards
 Does Not Meet Standards

Narrative of Performance during Survey Period:

PREPARED BY: _____ **DATE:** _____

PART IV- Representations & Instructions

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER HSCEDM-15-C-????	
Report Number:		Date:	
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in SOW / Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)			
6. TO: (COR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
	NAME AND TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED			
COR			
CONTRACTING OFFICER			

Section K- Representations, Certifications, and Other Statements of Bidders

52.204-8 -- Annual Representations and Certifications.(NOV 2014)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 519190.

(2) The small business size standard is \$27.5 million.

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

(b)

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

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

(i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

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

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

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

(End of Provision)

Section L- Instructions, Conditions, and Notices to Bidders, Offerors, or Quoters**INSTRUCTIONS TO OFFERORS:****Special Notes to Offerors:**

1. This solicitation is not a contract, a promise to contract, or a commitment of any kind. The Government does not intend to pay for the information solicited, or reimburse the offeror for any costs incurred in the preparation of, or the submission of any response to this solicitation or in making necessary studies or designs for the preparation thereof, including attendance at any pre-solicitation conference.

2. All documents to include amendments, if issued, will be posted on the Federal Business Opportunities Website (FedBizOpps). The website is www.fbo.gov. No hard copy, facsimile or emailed copies of the solicitation, or amendments (if issued), will be provided. Offerors are encouraged to continue to monitor the FedBizOpps website for amendments or change notices. If an amendment is issued, offerors shall submit a copy of the amendment, dated and signed with their proposal package

3. The Government reserves the right to award on initial offers without discussion if considered to be in the best interest of the Government. All offerors should submit their best cost and technical proposal in their initial submission.

4. When evaluating an Offeror's capability to perform the prospective contract, ICE will also consider compliance with these instructions. ICE will consider an Offeror's noncompliance with these instructions, or any attempt to evade the requirements imposed by these instructions, as indicative of conduct ICE may expect from the offeror during contract performance. ICE reserves the right to treat noncompliance with these instructions as a risk, and may treat such risk as grounds to eliminate any vendor from award consideration.

5. ICE will make a single award under this solicitation.

6. If there are license terms for the use of the software/service, then the Offeror is required to provide a copy of that license at the time of proposal submission. The license must comply with federal law and cannot contain prohibited terms such as choice of law provisions, arbitration clauses, open-ended indemnifications, etc.

7. Any communications regarding this Solicitation shall be directed to:

William Quigley, Contracting Officer, at telephone (202)732-2120 or William.Quigley@ice.dhs.gov.

L.1. 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price indefinite delivery, indefinite quantity (IDIQ) contract resulting from this solicitation.

L.2. SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (Feb 1998)

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

L.3. Questions regarding this solicitation must be submitted in writing only to Mr. William Quigley via email at: William.Quigley@ice.dhs.gov. Questions must be submitted no later than two weeks after the issuance of the solicitation. Responses to questions submitted, if/as appropriate, will be responded to via an amendment to the solicitation only, which shall be posted to FedBizOpps, www.fbo.gov. If an amendment is issued, offerors shall submit a copy of the amendment, dated and signed with their proposal package

L.4. Submission of Proposals

Offerors shall return the complete solicitation package, in electronic and hard copy format. Offerors shall submit four (4) hard copies and one (1) electronic copy. Electronic copies can be sent to William Quigley at William.Quigley@ice.dhs.gov or provided in CD format with the submittal. Facsimile proposals are not permitted and will be disregarded if received. Hard copies shall be sent via overnight express mail or hand carried in accordance with FAR 52.215-1. Offerors are advised that an offer in response to this solicitation is subject to physical examination, x-ray, or other inspection prior to acceptance at the location designated for receipt of offers. Inspection may be conducted by Government personnel or others acting on behalf of the Government. Any offer received at the address designated for receipt of offers after the date and time specified in this solicitation for receipt of offers shall be processed in accordance with the late offers provision of this solicitation.

For any hand-delivered offer, whether delivered by the offeror or a courier service, the offeror must allow sufficient time to accommodate inspection by designated security personnel. To facilitate this security inspection, initial delivery to an alternate office may be required prior to final delivery by the offeror to the address designated for receipt of offers. (CAUTION: Delivery to the security inspection point does not constitute timely delivery for receipt of offers.)

Hand carried packages should be delivered to the following address:

Immigration and Customs Enforcement
Office of Acquisition Management, Compliance and Removals
Attn: William Quigley, Contracting Officer
801 I Street NW, Suite 900
Washington, DC
20536

Overnight express mail (FedEx, UPS, USPS, DHL, etc) should be addressed as follows:

Immigration and Customs Enforcement
OAQ/DCR and 5750
Attn: William Quigley, Contracting Officer
801 I Street NW, FL 9 Suite 900
Washington, DC 20536-5750
Proposal Enclosed

This procurement is being conducted under the procedures provided for in FAR 15, Contracting by Negotiation. Any reference within this document to other parts of the FAR is provided as a point of reference to provide pertinent definitions of terms (e.g., Risk) and is not intended in any way to infer or indicate that this procurement is being conducted under other sections of the FAR.

All electronic files and hardcopy files should be labeled with the Offeror's name, solicitation number, submission date and the words "Source Selection Sensitive".

- a. **Format.** The submission shall be clearly indexed and logically assembled. Each section shall be appropriately numbered and clearly identified with the date and solicitation number in the header and/or footer and shall begin at the top of each page. NOTE: Please submit a signed and dated cover letter with your proposal addressed to Mr. William Quigley with your company's contact information. A Table of Contents should be included. Each paragraph shall be separated by at

least one blank line. A standard, 12-point minimum font size applies to all sections. Times New Roman fonts is suggested. Double sided pages shall count as two pages.

- b. **File Packaging.** Written proposals shall be submitted in one volume with five (5) sections, as outlined below. Offerors shall attach a cover sheet to the outer cover of each section, which clearly identifies each section-by-section number, section name, and copy number (i.e., Section I, Technical, copy 1 of 4), Request for Proposal (RFP) number, and date of submission. Use tab indexing sufficient to identify all sections within a particular proposal section. Do not include writing on the tab index page other than that required to identify the particular section. In addition to the written proposals, the offeror is required to provide a copy via email to william.quigley@ice.dhs.gov, of the proposal price section in Microsoft Excel, with viewable calculations. Those pages that exceed the page counts for each section or attachment will not be evaluated. For purposes of determining the timeliness of submission of proposals, only the hard copy submission shall be considered in making any proposal receipt timeliness determination. In the event of any inconsistency between the hard copy pricing tables and the electronic submission, the hard copy pricing tables shall take precedence.
- c. **Page Count.** The page count is as follows:

Proposal Part	Page Count
Section I – Technical	NTE 60 pages, excluding covers, title pages, executive summaries, table of contents, and subcontract agreements (if any).
Section II – Past Performance	NTE 5 pages per reference, excluding covers, title pages, executive summaries, and table of contents.
Section III – Price	No Page Limitation
Section IV– Solicitation, Offer and Award Documents, Certifications/Representations other than ORCA, signed and dated amendments (if any), and License (if applicable).	NTE 20 pages, excluding cover page and data required by FAR 52.204-8.
Section V - Subcontracting Plan-	NTE 15 pages, excluding any actual subcontractor agreements

L.4. Content Requirements.

All information shall be confined to the appropriate section. The offeror shall confine submissions to essential matters, sufficient to define the proposal details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Sections I, II, III and IV of the proposal shall consist of a Table of Contents, Summary Section and the Narrative Discussion. The Summary Section shall contain a brief abstract of the section. Proprietary information shall be clearly marked. Offerors who propose to use subcontractors shall provide the same information as is required for the prime offeror in accordance with FAR 52.215-1. All Large business offerors shall submit a subcontracting plan in the format provided as Attachment 2 in Section J. The following shall be included in the Narrative discussion:

SECTION I – TECHNICAL APPROACH: The offeror must submit information to demonstrate that the Offeror’s methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation and whether the Offeror’s methods and approach to meeting the solicitation requirements provide the Government with a high level of confidence of successful completion. **No pricing information is to be provided in the Technical Proposal.**

Technical Database Information Submittal. The vendor shall provide a description of its electronic information retrieval services that addresses:

- Compliance with the SOW
- Number of current records
- Ability to collect new records
- Identification of states or metropolitan areas where significant records are provided
- Ability to add and/or delete subscribers
- Return time on query

Quality Control Plan. The Offeror’s Quality Control Plan (QCP) should describe the methods it will use to review its performance to ensure it conforms to the performance requirements. The Offeror’s QCP should include methods that ensure and demonstrate its compliance with the performance requirements and the QASP discussed in Attachment J-3.

SECTION II- PAST PERFORMANCE: The offeror shall identify contracts, which it has recently performed or completed (within five years from the closing date of the solicitation) or is currently performing, that are similar in nature and scope to this contract. The offeror shall provide the following information with respect to each of these contracts:

- a. Contract number, contract type and dollar value;
- b. Date of contract award and period of performance;
- c. Name, address, telephone number and e-mail of all applicable contract points of contact; and
- d. Brief description of contract work, scope, and responsibilities;

The Government may contact all persons listed as points of contact for each contract. The description for each contract shall not exceed five (5) pages in total. Contracts listed may include those entered into with Government agencies or the private sector. The Government will evaluate the relevance and breadth of the Offeror’s experience, the quality of the Offeror’s past performance, and a demonstrated ability to effectively utilize resources. The Government is seeking to determine how well the contractor performed on projects of similar dollar value, scope, and complexity. Offerors are advised that the Government may use past performance information obtained from centralized past performance databases and sources other than those identified by the offeror. Any information obtained may be used for both the responsibility determination and the best value decision. Offerors are also advised that only relevant experience will be evaluated for the purposes of past performance; however, the absence of past performance data will be rated neither favorably nor unfavorably (i.e., neutral). For contractors with no relevant corporate past performance, the Government may take into account information regarding the past performance of predecessor companies, key personnel with relevant past performance, or subcontractors that will perform key aspects of the requirement. The Government will also evaluate the Past Performance Elements specified in the Past Performance Questionnaire, Section J- Attachment 1.

This section shall be organized into the following sections:

(1) Section 1 – Contract Descriptions. This section shall include the following information in the following format:

- a. Contractor/Subcontractor place of performance and DUNS Number. If the work was performed as Subcontractor, also provide the name of the prime contractor and a point of contact (POC) within the prime contractor organization (name, current address, e-mail address, telephone and fax numbers).
- b. Government contracting activity to include current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers
- c. Government's technical representative/COR to include current e-mail address, telephone and fax numbers.
- d. Government contract administration activity and the Administrative Contracting Officer's name, current e-mail address, telephone and fax numbers.
- e. Contract Number. In the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.
- f. Contract Type (i.e., Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (i.e., Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc).
- g. Awarded price.
- h. Final or projected final price.
- i. Original delivery schedule, including dates of start and completion of work.
- j. Final or projected final delivery schedule, including dates of start and completion of work.

(2) Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation. For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. The offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the offeror or proposed subcontractor. The offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

(3) Section 3 – New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

(4) Past Performance Questionnaire. The offeror shall complete Part I of the Past Performance Questionnaire and e-mail the questionnaire to the Government or private sector point-of-contact (POC) responsible for the past/current contract reference. The POC's shall be instructed to electronically complete Part III of the questionnaire and e-mail the entire questionnaire to William.Quigley@ice.dhs.gov not later than the exact date and time of the solicitation closing date and time. The Past Performance Questionnaire will not be a part of the resultant contract.

SECTION III– PRICE. The offeror shall complete Section B, with pricing for the base and each option period for each Contract Line Item (CLIN). The Government cannot predetermine the precise number of licenses that will be utilized in any contract year: therefore, the resultant award will be an Indefinite-Delivery-Indefinite –Quantity (IDIQ) contract. The maximum quantities provided in Section B will encompass the full potential number of licenses the contractor is responsible for providing to the Government. The contract ceiling will be the cumulative price of all CLINS referenced in Section B for any contract period (base or any exercised option year.) The Government reserves the right to exceed the maximum number of licenses within the overall contract annual ceiling. A task order or multiple task orders, depending on when the need arises, will be issued against the resultant contract on an annual basis.

SECTION IV - SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/ REPRESENTATIONS. In accordance with FAR 4.1201 Representations and Certifications and FAR 4.1201 - Policy. (a) Prospective contractors shall complete electronic annual representations and certifications at

<http://orca.bpn.gov> in conjunction with the required registration in the System for Award Management (SAM) (see FAR 4.1102). Each offeror shall complete (fill-in, date and signatures) the solicitation sections indicated in Section K of the solicitation package and the certifications required by HSAR 3052.209-70 - PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006). HSAR 3052.209-70 is located in Section I.

An authorized official of the firm shall sign the SF 33 and all certifications.

SECTION V – SUBCONTRACTING PLAN. All large business offerors shall complete Attachment J-2 – Subcontracting Plan model, completely and submit a signed dated copy. The large business will receive a pass or fail from the Contracting Officer for their submittal. In order to receive an award for this requirement a large business must have a Subcontracting plan acceptable to the Contracting officer (See FAR 19.702). Even though this is a FAR part 15 acquisition due to the strict privacy and IT requirements in excess of what is currently commercially provided by industry, Vendors will be allowed to submit a Commercial Plan to meet this requirement.

“Commercial plan” means a subcontracting plan (including goals) that covers the Offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line). See FAR 52.219-9 paragraph (g) for additional information regarding the commercial plan requirements.

SECTION M-BASIS FOR AWARD

M.1 EVALUATION

This is a best value procurement using trade-offs. The Government will make an award to the offeror whose proposal represents the best value to the Government, price and other factors considered. The factors listed below will be evaluated to determine the proposal with the best value to the Government. Offers will be evaluated on the basis of strengths, weaknesses, and risks.

The relative importance of the factors will be weighted as follows: Factor Weighting: Technical Factor 1-Technical Capability is significantly more important than Technical Factor 2-Past Performance. Factors 1 & 2 when combined are significantly more important than Price.

M.2 TECHNICAL EVALUATION FACTORS

The factors listed below will be evaluated to determine the offer with the best value to the Government. Proposals will be evaluated on the basis of strengths, weaknesses, and risks. The technical evaluation factors and their relative importance are identified below:

A. TECHNICAL EVALUATION

FACTOR 1 – Technical Capabilities

The Government will evaluate the degree to which the Offeror's technical proposal(s) demonstrates its ability to provide the services necessary to meet ICE's operational requirements (See Section C-Statement of Work). The offeror must demonstrate its capability to perform in the following areas:

- Compliance with the SOW
- Number of current records
- Ability to collect new records
- Identification of states or metropolitan areas where significant records are provided
- Ability to add and/or delete subscribers
- Return time on query

Quality Control Plan

- Overall plan to ensure that a comprehensive program of inspections and monitoring actions are developed and implemented under the resultant award.
- Methods the offeror will use that ensure and demonstrate its compliance with the performance requirements.
- Compliance with the QASP outlined in Attachment J-3

FACTOR 2 – Past Performance

The Past Performance Factor evaluation will assess the relevance and quality of the Offeror's past performance. The Government is seeking to determine whether the offeror has experience that will enhance its technical capability to perform and whether the offerors consistently delivers quality services in a timely and cost effective manner. In evaluating past performance, ICE will take into consideration the relevant experience and past performance assessments from the Offeror's references from contracts completed or in-process over the last five (5) years from the closing date of the solicitation. However, ICE reserves the right to use relevant past performance information it obtains through other sources (e.g., interviews with previous clients/customers of the contractor and/or other agency databases, etc.). The assessment will include the following areas:

o Relevance of Experience –Review will include past work relating to requirements as specified in the SOW and will be based on the Offeror’s performance on those requirements. Review will include assessment of the potential for successful performance on this contract. Relevance will be determined based on the similarity in complexity and similarity regarding the size of the past performance references provided, however, the Government reserves the right to consider smaller size projects that cover essentially equivalent requirements, as proportionally relevant for evaluation purposes.

o Quality of Services - The Offeror’s record of providing high quality services (e.g., customer service, timeliness and flexibility) in performing similar requirements particularly as demonstrated by the customer feedback will be reviewed.

B. FACTOR 3 – REASONABLE PRICING

The Government will evaluate the Offeror’s proposed cost/price to determine reasonableness using any one or more of price analysis techniques set forth within FAR part 15.400.

The purpose of price evaluation is to assess the reasonableness of the proposed price, including all options, and to assess the acceptability of and correlation to the other business matters of the offer. The results of the price evaluation shall also be used as an aid in determining each Offeror’s understanding of the technical requirements of the solicitation.

Price will be evaluated for reasonableness in accordance with FAR 15.404. Any offer that is unreasonable or materially unbalanced as to price for basic and option items, including follow-on years, may be rejected.

The Government will conduct a comparative assessment of the prices proposed. For purposes of determining the best value, the evaluated price will be the sum of the base year and option periods for all CLINs. More specifically, the Government will add up the amounts for each CLIN (the maximum quantity in the range multiplied by the unit price) and then total the amount for the base and each option to equal a grand total. The grand total will be the amount used for evaluation. As part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR Clause 52.217-8 by adding one-half of the Offeror’s final option period prices to the Offeror’s total price. Thus, the Offeror’s total price for the purpose of evaluation will include the base period and all option periods. Offerors are required only to price the base and option periods. Offerors shall not submit a price for the potential one-half extension of services period.

Price will not be scored; however, it is a factor in the best value determination. Each price will be validated by examining the arithmetic accuracy and consistency of the information presented in the offer. Discrepancies will be noted and provided to the Source Selection Authority (i.e., the Contracting Officer).

Award on Initial Offers: ICE reserves the right to award a contract based on the initial offers and may not require discussions. Therefore, it is critical that each offer be fully responsive to this solicitation and its provisions. All offerors should submit their best price and technical proposal in their initial submission.

M.3. PROVISIONS INCORPORATED BY REFERENCE

FAR 52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD JUN (1988)

FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

M.4. EVALUATION RATING SCHEME

“Deficiency” shall be defined as not up to a normal standard or incomplete. As it relates to the scoring of an offer, it shall be understood to mean lacking in some necessary quality or inadequate.

The proposals will be scored based on the following guidelines:

Factor 1 – Technical Capabilities

Outstanding: Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. The proposal contains multiple strengths and no deficiencies.

Good: Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains at least one strength and no deficiencies.

Satisfactory: Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Proposal has no strengths or deficiencies.

Marginal: Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements.

Unsatisfactory: Proposal does not meet requirements. Contains multiple weaknesses and/or one or more deficiencies. Proposal is unawardable.

Factor 2 – Past Performance

Substantial Confidence (Outstanding): Based on the Offeror’s recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.

Satisfactory Confidence (Satisfactory): Based on the Offeror’s recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.

Limited Confidence (Marginal): Based on the Offeror’s recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.

No Confidence (Unsatisfactory): Based on the Offeror’s recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort

Unknown Confidence (Neutral): No recent/relevant performance record is available or the Offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

The Government will define strengths, weaknesses, and risk in its evaluation of a proposal as follows:

STRENGTH: “Strength” is defined as any aspect of a proposal that, when judged against a stated evaluation criterion, enhances the merit of the proposal or increases the probability of successful performance of the contract.

WEAKNESS: A “Weakness” is defined as a flaw in a proposal that increases the risk of unsuccessful contract performance. A weakness need not be corrected for a proposal to be considered for award, but may affect the Offeror’s rating.

Risk Ratings

Low- Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.

Moderate- Can potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.

High- Is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

End Section M