TO: All Potential Offerors
SUBJECT: Request for Proposal (RFP), Solicitation No. **70CMSW26R00000012** for Single Award Construction Contract (SACC)

You are invited to submit a proposal in response to Immigration and Customs Enforcement (ICE) Single Award Construction Contract (SACC) Indefinite Delivery Indefinite Quantity (IDIQ) for new construction, renovation, and repair of owned Service Processing Center (SPC) solicitation.
The SACC is intended to serve as a highly flexible construction contracting vehicle to support mission-critical facility needs. All contractors will need to have capacity to manage Single Task Orders.
The scope of work under the SACC includes, but is not limited to:

- General construction.
- Alteration, modification, and renovation of existing facilities.
- Maintenance services and repair of buildings and infrastructure.
- Demolition of structures and facilities.
- Design-build services.
- New construction of buildings, facilities, and real property.

ICE will conduct this acquisition as a large business only competition. The North American Industry Classification System (NAICS) code for this acquisition is 236220.

This competitive acquisition will result in several Single Award, Indefinite Delivery Indefinite Quantity (IDIQ)s with the ability to issue Firm-Fixed Price (FFP) task orders. The contract will have a period of performance of five (5) years from the date of award.

The resultant IDIQ contracts are anticipated to be awarded by 25 September 2026, with an effective date of 30 September 2026. There will be no phase-in period. Performance will be conducted onsite at ICE's owned Service Processing Center (SPC) throughout and outside the continental United States. Reference DHS Advanced Forecasting System (APFS number F2026073978)

ICE has worked to align the SACC acquisition with all applicable regulatory changes issued through the Revolutionary FAR Overhaul (RFO). The model deviation text presented in the RFO may change as a result of formal and informal feedback prior to completion of the formal rulemaking process. The Government reserves the right to incorporate updated changes to this solicitation resulting from the RFO and related Department of Homeland Security (DHS) Acquisition Regulation (HSAR) updates in a subsequent amendment as soon as feasible or upon contract award. Please monitor SAM.gov for solicitation updates.

Potential offerors should pay close attention to all solicitation instructions; however, the following requirements list is summarized to assist in proposal development. Please note that this list is not exhaustive, and the solicitation terms and conditions and provisions in sections L and M take precedence:

This office may award fewer, or more than nine (9) IDIQ contracts based on large business competition if it is in the Government's best interest from this solicitation. Please note contractors may not be awarded more than two (2) IDIQs as a result of this solicitation.

Offerors shall submit price proposals for Task Orders listed below using the specifications and drawings listed in the task order solicitation (SEE attachment L-A). The government intends to award task orders for (Task Order 1-12) to awardees which is determined to provide the best value to the Government.

Site Visit

Please see RFP Section L6 for Site Visit details

Attendance at the site visit is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

Offerors are required to notify the point of contact listed in RFP Section L6 on page 85 by e-mail no later than the dates annotated to confirm attendance and specify the names of the attendees from their respective companies. The e-mail should contain the attendee names (as it appears on Driver's License), titles, telephone numbers, and e-mail addresses.

Offerors, individuals, or interested parties who plan to attend the site visit must provide the Contracting Officer in writing, at a minimum, full name of the attendee(s), identification of nationality (U.S. or specify other nation citizenship), Lawful Permanent Resident Numbers in the case of foreign nationals, affiliation, and full office address/phone number. Security requirements for this site visit will be given to a company representative prior to the visit or will be identified in this solicitation as follows: None. Any "lobbying firm or lobbyist" as defined in 2 U.S.C. 1602(9) and (10), or any Offeror represented by a lobbyist under the Lobbying Disclosure Act of 1995 shall be specifically identified. Attendance is restricted to a maximum of three (3) attendees from each Prime Offeror only. Sub-Contractor attendance must be coordinated within the Prime's maximum of three (3) attendees due to space limitation.

Disclosure of Artificial Intelligence (AI) Use During Contract Performance. Offerors are required to disclose any intent to propose, or plan to use, Artificial Intelligence (AI) to perform contract requirements.

Be advised, in accordance with the Revolutionary FAR Overhaul (RFO) Subpart 42.11 – Contractor Performance Information, offerors need to encourage their references to submit their Past Performance Questionnaires directly to the Contracting Officer prior to proposal due date.

Offerors are required to have a Commercial and Government Entity (CAGE) code that matches the corporate address submitted with its proposal.

Offerors are encouraged to refer to the RFO provision 52.215-1, INSTRUCTIONS TO OFFERORS–COMPETITIVE ACQUISITION, in particular paragraph (f)(4) which discusses the Government's right to award a contract without negotiations.

In order to control and protect sensitive data owned by the Government and its Contractors, ICE policy requires all acquisition-related documents be released in Adobe Portable Document Format (PDF). The RFP will be issued primarily in PDF format; however, the Price Volume exhibits will be provided to Offerors in Microsoft Excel format with working cell formulas. Offerors shall complete these exhibits

and return the Price Volume proposal in Microsoft Word format.

Documents related to this acquisition, including this letter, the solicitation, attachments, exhibits, and any amendments and links to online reference/technical/bidders' library will be attainable electronically through the Government-wide point of entry website at www.SAM.gov. Potential offerors are requested to periodically monitor the websites for updates.

This RFP does not commit ICE to pay any proposal preparation costs, nor does it obligate ICE to procure or contract for these services. This request is not an authorization to proceed and does not authorize payment for any charges incurred by the offeror for performing any of the work called for in this solicitation.

Proposals submitted in response to this solicitation shall be due no later than **14 August 2026**, **2:00pm Eastern Standard Time (EST).** Proposals for this solicitation are required to be submitted through iceoaqmissionsupport@ice.dhs.gov.

Offerors are encouraged to check with their corporate IT staff to determine if there are firewall restrictions that would need to be addressed prior to the submission of proposal files through iceoaqmissionsupport@ice.dhs.gov.

All inquiries/communications pertaining to this acquisition shall be directed only to the Contracting Officer and Contract Specialist listed below.

All questions regarding this RFP should be submitted in writing, electronically to Ms. Mona Mehta, Contracting Officer and Ms. Keara Jacobs, Contract Specialist at iceoaqmissionsupport@ice.dhs.gov on or before **04 August 2026, 2:00pm EST.** Offerors are encouraged to submit questions as soon as possible for consideration.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Immigration and Customs Enforcement (ICE) Single Award Construction Contract (SACC) is a Single Award, Indefinite Delivery, Indefinite Quantity (IDIQ) contract vehicle designed to support a broad range of construction-related services at various ICE owned facilities throughout continental United States. SACC provides a critical in-place contractual mechanism to meet the evolving infrastructure needs at numerous Department of Homeland Security (DHS) Immigration Customs Enforcement (ICE) facilities. The IDIQ will support general construction, alteration, modification, maintenance and repair, demolition, design-build, Building Information Modelling (BIM), and new construction of buildings, facilities, and real property.

The SACC is firm-fixed price (FFP) contact and is not a requirements contract and is intended to serve as a highly flexible construction contracting vehicle to support mission-critical facility needs. All contractors will need to have capacity to manage Single Award Task Orders Contracts (SATOC) concurrently.

This does not preclude the performance of work at other ICE centers as approved by the Contracting Officer. Any SATOC approved to be awarded under this IDIQ will be negotiated and administered by the requesting ICE SATOC Contracting Office.

The SACC IDIQ will also support construction of facilities due to emergency responses to natural disasters to provide a highly flexible construction contracting vehicle for ICE. Future Task Orders may be issued orally, or electronically.

B.2 PRICING SCHEDULE

ICE intends to issue several single awards, with a potential maximum of nine (9) Indefinite Delivery Indefinite Quantity SACC contracts under this solicitation. This solicitation will be full and open unrestricted basis if it is in the Government's best interest from this solicitation.

CLIN Number	Description	Disclosure of Magnitude	Attachment Number
0001	Single Award Construction Contract (SACC) Work is to be performed as a prime contractor in the general construction category which may include, but not limited to new construction, additions, alterations, maintenance, and repairs of industrial buildings and all associated support systems. Additional types of work may include, but not limited to mechanical (e.g. liquid nitrogen, liquid hydrogen and liquid oxygen cryogenic piping systems, high pressure gas piping systems (up to 15,000 psig), potable water, high pressure industrial water (up to 300 psig), fire protection, sewerage and natural gas systems); civil (e.g. elevators, bridges, barge terminals, tunnel systems, earthwork, paving, concrete, structural	N/A	N/A

	steel design, fabrication and erection, and roofing systems); electrical (e.g. high voltage and low voltage systems, duct banks, control systems, substations, transformers, Energy Management Control Systems (EMCS)); Heating Ventilation and Air Conditioning (e.g. chiller plants and distribution systems, steam generation and distribution systems); demolition of existing facilities; hazardous coatings abatement; painting; carpentry; welding (structural and piping); and fencing. Work may also include but not limited to design/build projects as well as Leadership in Energy and Environmental Design (LEED), Building Information Modeling (BIM), and new construction of buildings or facilities to include some or all of the above elements of work. The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and perform the work in accordance with the Description/Specifications/Statement of Work provided with each task order.		
0002	Scenario 1 – Design/Build Secure Housing Unit (SHU) at the Aquadilla Service Processing Center (SPC), Aquadilla, PR	Up to $40 Million	A
0003	Scenario 2 – Design/Build Secure Housing Unit (SHU) at the Batavia Service Processing Center (SPC), Batavia, NY	Up to $30 Million	B
0004	Scenario 3 – Design/Build Secure Housing Unit (SHU) at the El Centro Service Processing Center (SPC), El Centro, CA	Up to $35 Million	C
0005	Scenario 4 - Design/Build Secure Housing Unit (SHU) at the El Paso Service Processing Center (SPC), El Paso, TX	Up to $24 Million	D
0006	Scenario 5 - Design/Build Secure Housing Unit (SHU) at the Florence Service Processing Center (SPC), Florence, AZ	Up to $26 Million	E
0007	Scenario 6 - Design/Build Secure Housing Unit (SHU) at the Krome Service Processing Center (SPC), Miami, FL	Up to $26 Million	F
0008	Scenario 7- Design/Build Secure Housing Unit (SHU) at the St. Thomas Service Processing Center (SPC), St. Thomas, USVI	Up to $42 Million	G
0009	Actual Project - Design/Build Secure Housing Unit (SHU) at the Port Isabel Service Processing Center (SPC), Port Isabel, TX	Up to $24 Million	H

IDIQ MINIMUM AND MAXIMUM ORDERING LIMITS NOV 2018

In accordance with RFO 16.504-5(b), the contract guaranteed minimum quantity* under this contract is ten thousand ($10,000.00) for all the following locations:

1. Design/Build Secure Housing Unit (SHU) at the Port Isabel Service Processing Center (SPC), Port Isabel, TX
2. Design/Build Secure Housing Unit (SHU) at the Aquadilla Service Processing Center (SPC), Aquadilla, PR.
3. Design/Build Secure Housing Unit (SHU) at the Batavia Service Processing Center (SPC), Batavia, NY
4. Design/Build Secure Housing Unit (SHU) at the El Centro Service Processing Center (SPC), El Centro, CA

5. Design/Build Secure Housing Unit (SHU) at the El Paso Service Processing Center (SPC), El Paso, TX
6. Design/Build Secure Housing Unit (SHU) at the Florence Service Processing Center (SPC), Florence, AZ
7. Design/Build Secure Housing Unit (SHU) at the Krome Service Processing Center (SPC), Miami, FL
8. Design/Build Secure Housing Unit (SHU) at the St. Thomas Service Processing Center (SPC), St. Thomas, USVI

The contract's maximum quantity,* which is ten billion $10,000,000,000.00 for all IDIQs awarded and for all facilities listed above.

See RFO Clause 52.216-19 Order Limitations, for the minimum order and maximum order limitations. The Contractor is obligated to fulfill orders issued, up to the maximum amount within the limits specified in RFO 52.216-19 Order Limitations.

* These values are based on dollars.

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

STATEMENT OF WORK

Disclaimer: This list is illustrative only and is provided for informational purposes to convey the general scope and nature of work that may be performed under this contract. Inclusion of a project on this list does not obligate the Government to issue a task order for that project, nor does it guarantee that any task orders or awards will be made under this IDIQ contract. The Government reserves the right to issue task orders for other construction-related projects consistent with the overall scope of this contract.

C.1 General

This SACC will support primarily design-Build (DB) or performance-based construction delivery methods. Projects may include, but are not limited to new construction, renovation, demolition, repair, building system installations, and infrastructure systems to support facility improvements. Major elements of the work may include architectural, civil, structural, mechanical, electrical, fire protection, and communication systems. Facilities may include, but are not limited to dorms, administrative buildings, medical clinics, classrooms, training centers, warehouses, roads, firing ranges. Repairs may include, but are not limited to HVAC, electrical, fire suppression, site work, and security upgrades. Renovations may involve cosmetic upgrades up to major building renovations inclusive of change of occupancy use.

C.2 Period of Performance

The overall contract will include a base period of five (5) years from the date of award. The Government may include option periods as defined in the solicitation.

Each individual SATOC issued under this contract will include its own specific period of performance and schedule, which will be defined in the SATOC documentation. SATOC durations may vary depending on the scope and complexity of the work

C.3 Performance Requirements

The contractor shall perform all work in accordance with:

- SATOC-specific technical specifications, drawings, and schedules
- Applicable codes (Industry Criteria, latest edition upon SATOC solicitation) including, but not limited to:

<u>American Correctional Association</u>
ACA Performance-Based Standards and Expected Practices for Adult Local Detention Facilities (Where the ICE Detention Standards are silent, the ACA Jail Standards must be followed)

American Concrete Institute
ACI Manual of Concrete Practice,
ACI 315R-18, Guide to Presenting Reinforcing Steel Design Details
ACI 318-19 Building Code Requirements for Reinforced Concrete- PCA Notes on ACI 318-19
ACI 301-16 Specifications for Structural Concrete for Buildings

American Institute of Steel Construction
AISC Steel Construction Manual
AISC Seismic Design Manual
ANSI/AISC 360-22 Specification for Structural Steel Buildings
ANSI/AISC 341-22 Seismic Provisions for Structural Steel Buildings

American Iron and Steel Institute
AISI S100-16 North American Specification for the Design of Cold- Formed Steel Structural Members

American Society of Civil Engineers
ASCE 7-22 Minimum Design Loads for Buildings

American National Standards Institute
ANSI/TIA/EIA-568-B.2 Commercial Building Telecommunications Cabling Standard
ANSI/IEEE C2-2002, National Safety Electric Code.
ANSI A117.1-2017 – Accessible and Usable Buildings and Facilities
ANSI/NAAMM HMMA 863 - Guide Specifications for Detention Security Hollow Metal Doors and Frames
ANSI/AWS D1.1 - Structural Welding Code-Steel
ANSI/AWS D1.3 - Structural Welding Code - Sheet Steel

American Society of Heating, Refrigerating and Air Conditioning Engineers
ASHRAE 55 Thermal Environmental Conditions for Human Occupancy
ASHRAE 62.1 Ventilation for Acceptable Indoor Air Quality
ASHRAE 90.1 Energy Standards for Buildings Except Low-Rise Residential Buildings

American Society for Testing and Materials
ASTM A653/A653M - Specification for Steel Sheet, Zinc-Coated (Galvanized)or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM B117 - Standard Practice for Operating Salt Spray (Fog) Testing Apparatus
ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
ASTM F33 Committee - Draft test method for steel Bunks, Seats, Tables used in detention facilities.
ASTM F2322-12- Test Methods for Physical Assaults on Fixed Barriers for Detention Facilities.
ASTM F2697-15; Physical Assault on Horizontal Fixed Barriers for Detention and Correctional Facilities.
ASTM F1450-12- Test Methods for Hollow Metal Swinging Door Assemblies for Detention Facilities

American Water Works Association Standards
AWWA C651-05

Illuminating Engineering Society
The Lighting Handbook (illumination level requirements)

International Code Council
IBC International Building Code
IMC International Mechanical Code
IPC International Plumbing Code
IECC International Energy Conservation Code
IFC International Fire Code
IFGC International Fuel Gas Code

International Organization for Standardization (ISO)/International Electrotechnical Commission (IEC)
ISO/IEC 27001:2013 Information Technology-Security Techniques- Information Security Management Systems Requirements

The Masonry Society
TMS 402/602-22 Building Code Requirements and Specifications for Masonry Structures

National Design Specification
NDS-18 National Design Specification for Wood Design w/ Supplement

National Fire Protection Association (If conflicts arise in code, NFPA 101 shall be the overarching document to be followed)
NFPA 13, Installation of Sprinkler Systems
NFPA 70, National Electric Code
NFPA 70E - Electrical Workplace Safety
NFPA 72, National Fire Alarm Code
NFPA 90A Installation of Air Conditioning and Ventilating Systems
NFPA 101 Life Safety Code

- Government Criteria:

All applicable Federal, State and County Laws and requirements (including applicable State Building Codes where design requirements are more stringent than IBC)

Department of Homeland Security
U.S. Immigration & Customs Enforcement Information and Communications Technology Systems Structured Cable Plant Standard, January 2025 Edition
U.S. Immigration & Customs Enforcement Service Processing Center Detention Construction Standards
U.S. Immigration & Customs Enforcement Facility Design Guide (Revised 2025) and references incorporated within the guide
U.S. Immigration & Customs Enforcement Health Services Design Standards (June 2023)
U.S. Immigration & Customs Enforcement National Detention Standards (2025)

Department of Justice

Prison Rape Elimination Act (PREA)

Federal Highway Administration
Federal Highway Administration Publication No. FHWA-NHI-01¬021, Hydraulic Engineering Circular No. 22, Second Edition, URBAN DRAINAGE DESIGN MANUAL

U.S Weather Bureau
U.S. Weather Bureau Technical Paper No. 40, dated May 1961, Rainfall Frequency Atlas of the United States for Durations from 30 minutes to 24 hours, and return periods from 1 to 100 years

United States Access Board
Architectural Barriers Act (ABA) Standards

The contractor shall:

- Ensure all work is completed in a safe, timely, and professional manner.
- Maintain a clean and secure job site at all times.
- Coordinate with Government personnel to minimize disruption to ongoing operations.
- Submit and adhere to project designs schedules, construction schedules, safety plans, and quality control plans as required by each SATOC.
- Comply with all environmental protection requirements, including proper handling and disposal of hazardous materials.
- Provide as-built drawings, warranties, training, and operation and maintenance (O&M) manuals as required by each SATOC.
- The contractor shall maintain the capability to perform multiple, concurrent SATOCs under this contract. This includes, but is not limited to, the ability to manage overlapping schedules, allocate resources across projects, and coordinate subcontractors and suppliers, as needed.
- The Government may issue SATOCs with overlapping periods of performance at different locations.
- Contractors shall demonstrate sufficient organizational, financial, and bonding capacity to support concurrent execution of SATOCs. Bonding capacity may be used as an indicator of the contractor's ability to manage multiple projects simultaneously.

C.4 Contractor Staff and Employees

1. Prior to the issuance of the first SATOC, the contractor shall provide the CO with the telephone number at which the contractor or his representative may be contacted at any time during the regular working hours and an emergency number at which the contractor may be contacted in situations requiring immediate attention. The above-mentioned representative, if provided, must

have full power and authority to act on behalf of the contractor.

2. The contractor shall maintain a Project Manager and provide the CO a personnel list ten (10) days prior to performance of the contract. The individual designated as the project manager shall have full authority to act for the contractor. The personnel shall meet or exceed the position requirements submitted in the Statement of Work (SOW). The Government reserves the right to approve or disapprove personnel based on the position requirements. The contractor shall provide experienced and knowledgeable personnel in civil, structural, architectural, mechanical, and electrical disciplines.

Project Manager Qualifications: BS degree in an appropriate field in at least one of the following: (Building Engineering, Civil Engineering, Construction Management, Architecture, Construction Engineering). Shall have at least 10 years of experience managing projects of similar size and value. The Project Manager must be capable of reading, writing, and conversing fluently in the English language.

3. For all Design Build contracts, the following key personnel, with applicable experience, shall be provided.

- Designer of Record

Designer-of-Record Qualifications: Designer of Record shall work for a professional Architecture Engineering firm and shall have at least 5 years of experience in design related to projects of similar size, value, and scope. The Designer of Record shall be a registered professional engineer in the state of the project. The Designer of Record will be responsible for the design.

- Registered Design Professionals

Registered Design Professionals Qualifications: Registered Design Professionals will be responsible for each discipline of the design and shall be registered professionals (professional engineer, registered architect or certified by NCIDQ) in a state within the United States of America.

- Superintendent

Provide a project superintendent with a minimum of 5 years as a superintendent on projects similar in size and complexity. The individual must be familiar with and have experience in the areas of hazard identification and safety compliance. The individual must be capable of interpreting a critical path schedule and construction drawings. The qualification requirements for the alternate superintendent are the same as for the project superintendent.

Minimum Communication Requirements: Have at least one qualified superintendent, or competent alternate, capable of reading, writing, and conversing fluently in the English language, be always on the jobsite during the performance of Contract work. The project superintendent is primarily responsible for managing subcontractors and coordinating day-to-day production and schedule adherence to the project. The superintendent is required to attend partnering meetings, and quality control meetings. The superintendent or qualified

alternative must be on-site at all times during the performance of this contract until the work is completed and accepted. A letter designating the superintendent shall be sent to the CO within ten (10) calendar days of receipt of the Notice to Proceed. This letter shall provide the superintendent's complete name, address, daytime and after-hours phone numbers. The superintendent must have the authority to act on behalf of the contractor (FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984). A designation letter shall be submitted for each and every SATOC issued under this contract.

The superintendent shall have on site the drawings and specifications for this project (FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)). Drawings shall be redlined (as necessary) and kept current for submission at the completion of the project. Drawings must always be available for CO's Representative (COR) review throughout the project.

- Quality Control Manager

The Quality Control Manager must be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of five years construction quality control experience on construction similar to this Contract or a construction person with a minimum of ten years of construction experience, of which a minimum of the five years' experience must be in construction quality control on construction similar to this contract. The Quality Control Manager and all members of the quality control organization must be capable of reading, writing, and conversing fluently in the English language. The Quality Control Manager or qualified alternative must be on-site at all times during the performance of this contract work until the work is completed and accepted.

4. Supervision. The Government will not exercise any supervision or control over the contractor's employees performing services under this contract. Such employees shall be accountable not to the Government, but solely to the contractor, who, in turn, is responsible to the Government. At all times during the performance of each SATOC under this contract, and until the work under that SATOC is completed and accepted, the contractor shall directly oversee the work under each SATOC, or assign, and have on the work site, a competent representative who is satisfactory to the CO and has authority to act for the contractor. This may include a working supervisor.

5. Contractor's Employees: The contractor's employees shall adhere to the rules and regulations of the SPC applicable to employees' conduct/behavior. The CO may require, in writing, the contractor to remove from the job site any employee the CO deems incompetent, careless, or otherwise objectionable. The contractor shall select personnel who are well qualified to perform the required work, for supervising techniques used in their work, and for keeping them informed of all improvements, changes, and methods of operation. In addition, the contractor shall take appropriate personnel action, as required, in the event employee(s) become involved with law enforcement authorities as a result of misconduct.

C.5 Management Plan

Contractor shall submit a Management Plan with the proposal, see Section L for further details. The plan

shall clearly explain how the contractor's labor, resources, materials, and suppliers will be coordinated to include leveraging subcontractors to ensure successful project completion. An organizational structure depicted through a chart to articulate home office support, on site management and how the chain of command will be leveraged to address any potential issues. The organizational structure shall depict lines of authority and lines of communication. The plan should address how the offeror will address the labor challenges in this region to ensure available subcontractor skilled labor for successful project completion. The plan should address resource allocation, risk management, scheduling, and communication details.

C.6 Post-Award Conference

Before the issuance of the first SATOC under the contract, a post-award conference shall be conducted by the CO, with the COR in attendance, to acquaint the contractor with Government policies and procedures that shall be observed during the prosecution of the work, and to develop a mutual understanding relative to the administration of the contract. It is strongly suggested that the contractor's Project Manager, Quality Control Manager, Superintendent, and other appropriate employees attend this conference.

C.7 Preconstruction Conference

Prior to start of construction for each individual SATOC, a pre-construction conference will be scheduled by Contracting Officer Representative (COR). The purpose of this conference is to discuss and develop a mutual understanding of the administrative requirements of the Contract including but not limited to: daily reporting, invoicing, value engineering, safety, base-access, outage requests, hot work permits, schedule requirements, quality control, schedule of prices or earned value report, shop drawings, submittals, cybersecurity, prosecution of the work, government acceptance, final inspections and contract close-out and the processes for joint risk management between the Contractor and Government. Contractor must present and discuss their basic approach to scheduling the construction work and any required phasing.

C.8 Project Schedule

Develop a project schedule for each SATOC. Show in the schedule the proposed sequence to perform the work and dates contemplated for starting and completing all schedule activities. The scheduling of the entire project is required. The scheduling of design and construction is the responsibility of the Contractor. Use the Critical Path method (CPM) of network calculation to generate all project schedules. Include in the schedule activities associated with the critical submittals and their approvals, NEAPA review, procurement, fabrication, and delivery of long lead materials, equipment, fabricated assemblies, and supplies. Include in the schedule activities for submission, review, and acceptance of design packages, submission and approval of O&M Manuals, submission and approval of As-Built drawings, pe-final inspections, punch list, and final inspection.

C.9 Existing Utilities

Utility locations when shown are approximate. Provide an independent, private utility locating company to positively identify underground utilities in the work area in addition to any station locating service and coordinated with the station utility department. The third party, independent, private locating company must locate utility depth by use of Ground Penetrating Radar (GPR), X-ray, bore scope, or ultrasound prior to the start of demolition and construction. The use of historical drawings does not alleviate the Contractor from meeting this requirement. Contractor is responsible to fully repair all damage caused by their activities to existing utilities.

C.10 Security Requirements

The contractor shall comply with all ICE security protocols, including but not limited to:

- Personnel background checks and badging requirements
- Escort procedures for uncleared personnel
- Protection of Government property and controlled areas
- Immediate reporting of security incidents or breaches to the Contracting Officer and Security Office

Contractors shall ensure that all personnel are trained in site-specific security procedures and that access to restricted areas is controlled at all times.

C.11 Federal Construction Management Software Usage Requirements (SACC Contract)

ICE will be using Kahua as its project management software. All project documentation and submittals will be managed through Kahua.

C.12 Compliance and Security Standards

All personnel accessing an SPC must be prior approved by the ICE Security Division. Specific project security measures are provided elsewhere in these specifications.

The project is to be fully contained within a security fenced enclosure and access to the site is controlled via security protocols. The Design-Build Contractor must be responsible for constructing the perimeter security infrastructure needed to secure the site and its subsequent connection to the existing secure SPC campus and must tie into existing fiber optic perimeter fence detection system in all fencing being altered or added. Coordination with SPC personnel before removing or altering any fencing or security apparatus is required. All fencing removal and installation must be done with the plan to always provide containment at required levels.

C.13 Project Documentation and Collaboration

The Contractor shall perform all project activities including but not limited to:

- RFIs
- Submittals & Approvals
- Punch Lists
- Project Schedules
- Change Orders
- Design Reviews (for design-build)
- Progress Payments
- NEPA reviews and document preparation when required depending on the specific requirements

C.14 Data Integrity and Audit Readiness

Contractors shall ensure:

- Complete audit trails of all transactions
- Document retention for 3 years after final payment in accordance with RFO 4.703
- Real-time budget tracking and reporting
- FOIA-compliant documentation for public transparency

C.15 Cleanup and Site Restoration

The contractor shall:

- Maintain a clean and orderly work site throughout the duration of the project
- Remove all construction debris, waste materials, and equipment upon completion of work
- Restore all disturbed areas to their original or specified condition, including landscaping, pavement, and utilities
- Dispose of all waste in accordance with federal, state, and local environmental regulations
- Conduct a final site walkthrough with the Government to verify cleanup and closeout compliance

If the Contractor fails to maintain a clean and safe work environment, the Government may decide to

take corrective action or withhold payment until deficiencies are resolved.

C.16 Deliverables

The Government will define deliverables in each SATOC that may include, but are not limited to:

- Design Schedules
- Construction schedules
- Site Plan
- Design documents (35%, 65%, 95%, 100% as indicated)
- As-built drawings
- O&M Manuals
- Warranty Documentation
- Daily Progress reports
- Quality control plan and inspection reports
- Site Safety and Health plan and reports
- NEPA Categorical Exclusions, Environmental Assessments, and decisional documents (if applicable)
- LEED documentation (if applicable)
- BIM models (if applicable)
- Commissioning reports (if applicable)
- TAB reports
- Security plans (if applicable)
- Final inspection and acceptance documentation

C.17 Points of Contact

The contractor shall designate and provide the Government with primary and alternate points of contact (POCs) for SATOC issuance and coordination. These individuals shall be authorized by the Contractor

to receive SATOC solicitations, respond to requests for proposals, and coordinate technical and contractual matters.

The contractor shall provide the following information for each POC:

- Full name
- Title/role
- Email address
- Direct phone number (mobile or office)

The contractor shall ensure that all POC information is kept current throughout the life of the contract. POC designations are valid until the Contracting Officer is notified of a change. Any changes to POC information shall be submitted to the Contracting Officer in writing within five (5) business days of the change.

Each IDIQ SATOC will designate a **Contracting Officer (CO)** and a **Contracting Officer's Representative (COR)**. All contractual matters shall be directed to the CO at the SATOC

C.18 Information Technology

1. IT Purchase Authorization

The contractor shall ensure all IT products and services direct charged to the contract are approved through the Office of the Chief Information Officer (OCIO) Commercial IT Request (CITR) Application. This includes, but is not limited to, FITARA, Supply Chain Risk Management (SCRM), IPv6, and 508 compliance. No purchases of commercial IT products or services should be made prior to coordination and approval by the OCIO. Contractor shall report purchases monthly. This contract shall only be used to purchase software, software maintenance, hardware, or hardware maintenance necessary for the performance of this contract. ICE shall own the license(s) or subscriptions for any software or applications purchased. All hardware shall be titled to ICE.

2. Section 508 Conformance

The contractor shall ensure that all products, platforms, services, and communications delivered as part of this work statement, that are Information and Communication Technology (ICT) or contain ICT, conform to the Revised Section 508 of the Rehabilitation Act Standards, 36 C.F.R. § 1194.1 & Apps. A, C & D. The Standards may be found at https://www.ecfr.gov/current/title-36/section-1194.1

3. Records Management

- The Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law, including but not limited to, the Federal

Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, as well as ICE records policies (NPD 1440.6, ICE Records Management Program, and NPR 1441.1, ICE Records Management Program Requirements).

- The Contractor shall ensure that ICE-owned/Contractor-held records are segregated from contractor-owned records and from non-record materials and report holdings of ICE records.

- The Contractor shall immediately notify the Contracting Officer and ICE Records Officer upon discovery of any inadvertent or unauthorized removal, defacing, alteration, or destruction of Federal records. Destruction of Federal Records is EXPRESSLY PROHIBITED unless in accordance with records retention schedules or as directed by the Contracting Officer.

- All Contractor employees assigned to this contract who create, work with, or otherwise handle Federal Records are required to complete mandatory ICE- provided records management training. The Contractor shall ensure that training has been completed according to agency policies, including initial training and any required annual or refresher training.

- The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract, and require written subcontractor acknowledgment of same.

4. Use of Artificial Intelligence (AI) During Contract Performance

- The contractor must disclose any potential or intended use of Artificial Intelligence (AI) technologies, tools, or systems in the performance of this contract. If it is unknown at the time of contract award whether AI will be used, the contractor must provide written notice to the Government prior to the deployment of any AI systems during contract performance. If AI technologies are introduced after the commencement of contract performance, the contractor must notify the contracting officer in writing prior to the release or deployment of any AI component, capability, or system in the ICE environment.

- The Government reserves the right to review, approve, or disapprove the proposed use of AI technology in the performance of this contract. The contractor must obtain written approval from the contracting office before implementing AI systems.

- If any subcontractor intends to use AI technologies in the performance of work under this contract, the contractor must ensure that similar notification and disclosure requirements apply to all subcontractors. The contractor is responsible for collecting the notification and disclosure requirements from subcontractors and submitting them to the Government.

C.20 Data Requirement Deliverables (DRDs)

This section provides a description of the fields of the Data Requirement Documents (DRDs).

- DRD No.: Unique identifier for the DRD.

- DRD Title: Unique name for the DRD.
- Date: Date prepared.
- Purpose / Use: The purpose of and ICE's intended use for the DRD.
- Remarks: This field provides additional submittal information, if necessary.
- Data Requirements: This field provides the detailed description of the required and/or expected content and scope of the deliverable(s).

DATA TRANSMITTAL AND FORMAT:

This section provides additional detail regarding the transmittal and format of the DRDs.

The Contractor shall transmit Data Transmittal DRDs to ICE electronically, by hardcopy, or by other mechanism agreed to by the Contracting Officer. The Contractor shall notify the Contracting Officer and the Contracting Officer Representative (COR) in writing of DRD delivery.

Data Transmittal Package:

- For each DRD, the Contractor shall ensure the transmittal package includes:
    - Contractor transmittal memorandum that provides the following information:
        a. Contract number.
        b. Contractor name.
        c. DRD number.
        d. DRD data type (specified in "Type" column of the DRL).
        e. Submission date or milestone being satisfied.
        f. Document number and revision.
        g. Document title.
        h. File names of all files being delivered; multiple files per document must be clearly related to the document.
        i. Distribution (Notification list as defined by the DRD distribution field and the Contracting Officer's letter).
        j. Targeted release date.
    - Electronic files submitted to the appropriate ICE or Contractor site.

---End of Section---

COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR) (52.211-10) (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **(*)** calendar days

after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **(*)** after receipt of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises. **(*Commencement, Prosecution and Completion of Work for all SATOCs under this contract will be specified in each SATOC by date or in calendar days)**

(End of Clause)

C.2 PLACE OF PERFORMANCE

Contractor(s) shall comply with the specifications and drawings listed in Section J of each SATOC. The principle place of performance under this contract will be cited in each SATOC issued under the SACC. Solicitations can be issued for work located at:

Mega Hub DC, One IDIQ Award
Includes the following
Locations:

Aquadilla, PR (MIA)
Broadview, IL (CHI)
Guantanamo Bay
Huntsville, TX (HOU)
Oakdale, LA (NOL)
St. Thomas, USVI (MIA)
Honolulu HI

Individual IDIQ Awards:

Batavia, NY (BUF)
El Centro, CA (SND)
El Paso, TX & Co-Lo (ELP)
Florence, AZ (PHO)
Los Fresnos, TX (HLG/PIDC)
Miami, FL (MIA)
Ft. Benning GA

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

(NOT USED)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-11	DEC 2014	Higher-Level Contract Quality Requirement (Will Be Determined For Each SATOC As Applicable.)
52.246-12	AUG 1996	Inspection of Construction
52.246-13	AUG 1996	Inspection-Dismantling, Demolition, Or Removal Of Improvements

INSPECTION AND ACCEPTANCE

Final inspection and acceptance of all work under this contract will be conducted by the Contracting Officer's Representative (COR) or the Alternate Contracting Officer's Representative (Alt COR) for this effort. Upon satisfactory completion of the contract, the Contractor shall be paid the fixed-price value of the contract, less the amount of any progress payments made under FAR Clause 52.232-5, Payments under Fixed-Price Construction Contracts (MAY 2014).

NOTE: For planning purposes, the contractor shall include a line item in the schedule of values and progress schedule of each SATOC for completion of punch-list items, site clean-up, demobilization and final construction (as-built) drawings. The amount of this line item shall be equal to 10% of each CLIN or $100,000, whichever is less. The Government will not pay final invoices for this amount until all punch-list, site clean-up, and demobilization activities are complete; final construction drawings are delivered; and final acceptance is made.

[END OF SECTION]

SECTION F — DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:
FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	TITLE	DATE
52.211-12	Liquidated Damages- Construction (Shall Be Defined At The SATOC Level As Applicable)	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.242-14	Suspension Of Work	APR 1984
2.242-17	Government Delay Of Work	APR 1984

[END OF SECTION]

SECTION G — CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between Immigration and Customs Enforcement (ICE) and the contractor.

The following will describe the roles and responsibilities of individuals and/or authorized users who will be the primary Points of Contact (POC) for the government on matters regarding contract administration as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments at any time.

Contracting Officer's Representative (COR)
The COR within the Office of Assets and Facilities Management (OAFM), is responsible for the receipt and acceptance of the contract-level deliverables and reports and past performance reporting. The COR supports the CO in the general management of the acquisition. The COR for the SACC is:

Name: **To be determined**
Email:
Telephone Number:

The COR for this contract will be identified by the CO through a written designation. A copy of the letter of designation with specific duties and responsibilities will be provided to the contractor.

The COR will represent the CO in the administration of technical details within the scope of the SATOC. The COR is also responsible for the final inspection and acceptance of all SATOC deliverables and reports. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the CO or the government. The COR does not have authority to alter the contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify SATOC obligations or the specification, changes will be issued in writing and signed by the CO.

SATOC (TO)/Delivery Order (DO) COR will be assigned at the issuance of the TO/DO.

Contracting Officer (CO)
This contract will be administered by Mission Support (MS), Office of Acquisition Management (OAQ), Immigration Customs Enforcement (ICE), Department of Homeland Security (DHS). The Contracting Officer (CO) is:

Name: Mona Mehta
Email:
Telephone Number:

The Contracting Officer is the only person authorized to approve changes or modify any of the

requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

Contractual problems, of any nature, which might occur during the performance of the contract must be handled in accordance with very specific public laws and regulations (e.g. Federal Acquisition Regulation) and must be referred to the Contracting Officer for resolution. Therefore, the Contractor is directed to submit all such contractual problems to the immediate attention of the Contracting Officer.

Any request for contract changes/modifications shall be submitted to the Contracting Officer.

All correspondence concerning this contract, such as requests for information, explanation of terms, and contract interpretations, shall be submitted to the Contracting Officer.

G.2 MINIMUM CONTRACTOR KEY PERSONNEL

The minimum contractor key personnel are described in Attachment 1 - PWS.

G.3 INVOICE REQUIREMENTS

1. The contractor shall be active in the System for Award Management (www.SAM.gov) for invoice processing. Besides the information identified below, a proper invoice shall also include; contractor's Unique Entity ID (UEI) number; the ICE Program Office; and state whether the invoice is "INTERIM" or "FINAL".

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

   An invoice must include-

   i. Name and address of the contractor. The name, address and UEI number on the invoice MUST match the information in both the Contract/Agreement and the information in SAM;
   ii. Unique Entity ID (UEI) number;
   iii. Invoice date and number;
   iv. Contract number, line items and, if applicable, the order number;
   v. Description, quantity, unit of measure, unit price and extended price of the items delivered;
   vi. Weekly certified payroll submission of Form WH-347 (or equivalent) is required, even if no work is performed (using a "No Work" report).

vii. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on government bill of lading;
viii. Terms of any discount for prompt payment offered;
ix. Remit to Address;
x. Name, title, and phone number of persons to notify in event of defective invoice;
xi. ICE Program Office designated on the order/contract/agreement; and
xii. Whether the invoice is "Interim" or "Final"

3. Invoice submission: shall be submitted via one of the following two methods. Improper invoices or those submitted by means other than these two methods will be returned. Email is the preferred method.

   (i) Primary method of submission is email. The contractor shall submit one (1) invoice in PDF format per e-mail and the subject line of the e-mail will reference the invoice number of the attached invoice to: Invoice.Consolidation@ice.dhs.gov

   Attn: ICE-ERO/DRO-FHQ-DMD Invoice

   (ii) Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer – System for Award Management or 52-232-34, Payment by Electronic Funds Transfer – Other than System for Award Management.

4. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs.

5. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.

   The offeror shall:

   (i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.
   (ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.
   (iii) Use shredders when discarding paper documents containing Sensitive PII.
   (iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable

Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.

6. Payment Inquiries: Questions regarding invoice submission or payment, please contact Financial Service Center Burlington at 1-877-491-6521, Option # 3 or by e-mail at OCFO.CustomerService@ice.dhs.gov

   Invoices without the above information may be returned for resubmission.

G.4 PROGRESS PAYMENTS

In compliance with FAR Clause 52.232-5, Payments Under Fixed-Price Construction Contracts, the Contractor shall submit a breakdown using the items, major parts, and components that were approved by the Contracting Officer's Representative (COR) for the approved schedule of construction (e.g. Bar Chart). The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as ``approved by the Contracting Officer. **The Contracting Officer MAY authorize material payments only for materials that are delivered to the site.**

G.5 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (SEP 2021)

For performance of work under this contract, the Government will make available the Government property identified **in each SATOC as applicable, written against this contract** on a no-charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. ***(The initial SATOCs identified in Attachments A – H do not have any Government Furnished Property. Future SATOCs shall identify if Government Furnished Property will be provided.)***

G.6 Use and Possession Prior to Completion (APR 1984)

(a)The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work

or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

[END OF SECTION]

SECTION H — SPECIAL CONTRACT REQUIREMENTS

H.1 3052.215-70 Key personnel or facilities. (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

- Contract Manager
- Project Manager
- Quality Control Manager
- Site Superintendent
- Safety Officer
- Lead Architect/Engineer
- Construction Inspector

(End of clause)

H.2 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)

H.3 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)

H.4 3052.223-70 Removal or disposal of hazardous substances—applicable licenses and permits. (JUN 2006)

The Contractor shall have all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it shall obtain all requisite licenses and permits within fifteen (15) days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

(End of clause)

H.5 3052.228-70 Insurance. (DEC 2003)

In accordance with the clause entitled "Insurance—Work on a Government Installation" [*or Insurance—Liability to Third Persons*] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

(End of clause)

H.6 MINIMUM / MAXIMUM QUANTITY

The guaranteed minimum amount of work which may be required under this contract is **$10,000.00.** The maximum amount of work which may be required under this contract is **$10,000,000,000.00**. However, the total amount of all SATOCs under all contracts awarded under solicitation number 70CMSW26R00000012 shall not exceed **$300,000,000.00** for the 5 year period of performance. All offerors awarded one of the initial SATOCs (CLIN 0001 through CLIN 0008) meet this guaranteed minimum amount of work.

H.7 SATOC PROCEDURES:

i. Each SATOC solicitation will be a request for proposal only and does not constitute authority to proceed or to incur any cost associated with contract performance. The process will be governed

by the Fair Opportunity Procedures at RFO 16.507-2. No legal liability shall reside on the part of the Government for any amount until a SATOC is signed by the Contracting Officer after award. SATOC solicitations will include local clauses and requirements applicable to the SATOCs issued at the various centers. (See Attachments A- H SATOC solicitations for CLIN 0001-0008).

ii. The Government plans to issue SATOC awards without holding negotiations with the offerors. Therefore, the offeror's initial offer should contain the offeror's best terms. The Government reserves the right to conduct negotiations if the Contracting Officer later determines them to be necessary.

iii. After award of the initial IDIQ contracts, it is the government's intention to negotiate projects/delivery orders with each IDIQ awardee. The contracting officer responsible for the issuance of the SATOC will select the selection procedure they believe is appropriate.

iv. As requirements are identified, the government will issue a solicitation under a Fair Opportunity for Consideration that will describe the services required along with the required proposal response time and identify the applicable wage determination. A site visit will be scheduled with the contractor to verify measurements and elements of work. If negotiations are required, they will commence once the Government has completed their technical evaluation of all costs. SATOCs will be the award for the services required under the RFP. The performance period will be cited in each solicitation request for each SATOC. All SATOCs issued hereunder are subject to the terms and conditions of this contract. Note: It is the Government's intent to issue SATOCs with an established firm-fixed price.

v. The following describes the procedures for each type of requirement that could be requested: :

(a) **Design/ Build (100%):** The solicitation will contain a Statement of Objectives (SOO) that describes the required end product. Based on the SOO, the contractor shall perform all investigation and design services necessary to provide the Government a 15% design package (Statement of Work (SOW) and Drawings), which describes how the contractor intends on meeting the requirements of the SOO. The Government will review the 15% design package for acceptability. The Government will either request a price proposal based on the acceptable design package, or, issue a revised SOO and repeat the process. The Government will indicate which 15% design package(s) have been determined to be acceptable. The contractor will then be asked to provide a price proposal. If negotiations are required, they will commence once the Government has completed its technical evaluation

(b) **Minimal Design Build:** The solicitation will contain a limited SOW that describes the work intended. Based upon the SOW the contractor shall provide a 35% design and a priced proposal. If negotiations are required, they will commence once the Government has completed their technical evaluation of all costs.

(c) **All Other Types of Construction:** The solicitation will contain specifications and drawings for the contractor to propose pricing. If negotiations are required, they will commence once the Government has completed their technical evaluation of all costs.

vi. Davis-Bacon Wage Rates: Each solicitation shall identify the applicable Davis Bacon Wage Rate Decision(s) applicable to the particular construction project.).

vii. Payment and Performance Bonds: Payment and Performance bond requirements pertain to the issuance of SATOCs. Note: FAR Clause 52.228-15 all references to "contract" also includes any resulting SATOCs issued against this contract.

viii. Identification of Correspondence: All correspondence and data submitted by the contractor under this contract shall reference the contract number, SATOC number and project title.

ix. Identification of Government Furnished Property (GFP): Pursuant to the "Government Property" clause herein, the Government will furnish the item(s) of the property listed below as Government Furnished Property to the contractor, FOB Destination, for use in performance of this contract:

ITEM NUMBER QUANITITY DESCRIPTION VALUE

Will be cited in each individual SATOC as applicable.
(No GFP in the initial SATOCs, TBD thereafter in subsequent SATOCs)

x. No protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery order contract, except for:

(a) A protest on the grounds that the order increases the scope, period, or maximum value of the contract; or

(b) A protest of an order valued in excess of $10 million. Protests of orders in excess of $10 million may only be filed with the Government Accountability Office, in accordance with the procedures at 33.104.

xi. Past performance shall be tracked electronically on each SATOC over $700,000 using the Contractor Performance Assessment Reporting System (CPARS)

H.8 SECURITY REQUIREMENTS

i. GENERAL

Performance under this SACC IDIQ will require access to Classified National Security Information (NSI) by contractor employees. Contract #_TBD__requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) may access Classified National Security Information (herein known as classified information). Classified information is Government information which requires protection in accordance with Executive Order 13526 – Classified National Security Information, and supplementing directives.

The Contractor will abide by the requirements set forth in the DD Form 254 – Contract Security

Classification Specification, included in the contract, and 32 CFR 117 – National Industrial Security Program Operating Manual (NISPOM), for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Counterintelligence and Security Agency (DCSA). If the Contractor has access to classified information at a DHS or other Government Facility, it will abide by the requirements set by the agency.

In conjunction with this acquisition` the contractor shall ensure all investigation, reinvestigation, and adjudication requirements are met in accordance with *NISPOM* (32 CFR 117.10).

No person shall be allowed to begin work on Contract # TBD and/or access sensitive information related to the contract without DHS receiving clearance verification from the Facility Security Officer (FSO). DHS further retains the right to deem a contractor employee ineligible due to an insufficient background investigation or when derogatory information is received and evaluated under a Continuous Evaluation Program. Any action taken by DHS does not relieve the Contractor from required reporting of derogatory information as outlined under the NISPOM.

The FSO will submit a Visit Authorization Letter (VAL) through the Contracting Officer's Representative (COR) to DHS Personnel Security for processing contractor employees onto the contract. The clearance verification process will be provided to the COR during Post-Award conference.

See BACKGROUND INVESTIGATIONS paragraph below for processing of contractor employees who will not require access to Classified NSI in support of this agreement.

ii. PRELIMINARY FITNESS DETERMINATION

DHS will exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor applicants/employees, based upon the results of a Fitness screening process. DHS may, as it deems appropriate, authorize and make a favorable expedited preliminary Fitness determination based on preliminary security checks. The preliminary Fitness determination will allow the Contractor employee to commence work temporarily prior to the completion of a Full Field Background Investigation. The granting of a favorable preliminary Fitness shall not be considered as assurance that a favorable final Fitness determination will follow as a result thereof. The granting of preliminary Fitness or final Fitness shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable Fitness determination by DHS Personnel Security. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable Fitness determination by DHS Personnel Security. Contract employees are processed under DHS Instruction 121-01-007-001, Revision 2, dated August 10, 2024 (Personnel Security, Suitability and Fitness Program), or successor thereto.

iii. BACKGROUND INVESTIGATIONS (Process for personnel not requiring access to classified information):

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

(a) Standard Form 85P (Standard Form 85PS (with supplement to 85P required for those with direct contact with detainees or armed positions)), "Questionnaire for Public Trust Positions" form completed online and archived by the Contractor applicant/employee in their NBIS eAPP account.

(b) Signature Release Forms (Three total) generated by NBIS eAPP upon completion of Questionnaire (e-signature recommended/acceptable). Completed online and archived by the Contractor applicant/employee in their NBIS eAPP account.

(c) Electronic fingerprints taken at an approved facility **OR** two (2) SF 87 Fingerprint Cards (current revision) sent to OPR PSD. Additional information regarding fingerprints will be sent to the Contractor applicant/employee from OPR PSD.

(d) Optional Form 306 Declaration for Federal Employment. This document is sent as an attachment in an e-mail to the Contractor applicant/employee from OPR PSD.

(e) Social Security Administration 89 form (SSA-89): Authorization for the Social Security Administration (SSA) to Release Social Security Number (SSN) Verification. This document is sent as an attachment in an e-mail to the Contractor applicant/employee from OPR PSD.

(f) If occupying PREA designated position: Questionnaire regarding conduct defined under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards). This document is sent as an attachment in an e-mail to the Contractor applicant/employee from OPR PSD.

(g) One additional document may be applicable if the Contractor applicant/employee was born abroad. If applicable, the document will be sent as an attachment in an e-mail to OPR PSD from the Contractor applicant/employee.

Contractor employees who have an adequate, current investigation by another Federal Agency may not be required to submit complete security packages; the investigation may be accepted under reciprocity.

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

two years. (Executive Order 13488 amended under Executive Order 13764/DHS Instruction 121-01-007-01, Revision 2, dated August 10, 2024)

Required information for submission of security packet will be provided by DHS Personnel Security at the time of award of the contract. Only complete packages will be accepted by DHS Personnel Security as notified by the COR.

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

Only U.S. citizens and Legal Permanent Residents are eligible for employment on contracts requiring access to DHS sensitive information unless an exception is granted as outlined under DHS Instruction 121-01-007-001, Revision 2, dated August 10, 2024. Per DHS Sensitive Systems Policy Directive 4300A, only U.S. citizens are eligible for positions requiring access to DHS Information Technology (IT) systems or positions that are involved in the development, operation, management, or maintenance of DHS IT systems, unless an exception is granted as outlined under DHS Instruction 121-01-007-001, Revision 2, dated August 10, 2024.

iv. CONTINUED ELIGIBILITY

DHS reserves the right and prerogative to deny and/or restrict facility and information access of any Contractor employee whose actions conflict with Fitness standards contained in DHS Instruction 121-01-007-01, Revision 2, dated August 10, 2024 or who violate standards of conduct under 6 CFR § 115.117. The Contracting Officer or their representative can determine if a risk of compromising sensitive Government information exists or if the efficiency of service is at risk and may direct immediate removal of a Contractor employee from contract support. DHS Personnel Security will conduct periodic reinvestigations every 5 years, or when derogatory information is received, to evaluate continued Fitness of Contractor employees.

v. REQUIRED REPORTING:

The Contractor will notify DHS Personnel Security, via the COR, of all terminations/resignations of

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

IAW DHS Instruction #121-01-007, Revision 2, dated August 10, 2024, the Contracting Officer's Representatives (CORs) notify the servicing personnel and industrial security offices when a contractor employee is no longer working for DHS on any contract and report any derogatory information concerning the individual immediately, in accordance with the contract requirements. Report this information to PSD-CEP-REPORTING@ice.dhs.gov. The report shall include the Contractor employees' name and social security number, along with the adverse information being reported.

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

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

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

Any unauthorized disclosure of information should be reported to the COR immediately.

The Contractor is required to report certain events that have an impact on the status of the facility clearance (FCL) and/or the status of a Contractor employee's personnel security clearance as outlined by Security Executive Agent Directive (SEAD) 3 – Reporting Requirements for Personnel with Access to Classified Information or Who Hold a Sensitive Position. Contractors shall establish

internal procedures as are necessary to ensure that cleared personnel are aware of their responsibilities for reporting pertinent information to the FSO and other federal authorities as required.

H.9 SECURITY MANAGEMENT

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

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

Contractors shall provide all employees supporting contract # TBD proper initial and annual refresher security training and briefings commensurate with their clearance level, to include security awareness, defensive security briefings (*National Industrial Security Program Operating Manual* (32 CFR 117.12). The contractor shall forward a roster of the completed training to the COR on a quarterly basis.

H.10 SECURITY REVIEW TERMS AND CONDITIONS

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford ICE, including the organization of ICE Office of the Chief Information Officer, the Office of the Inspector General, authorized Contracting Officer Representative (COR), and other government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor will contact ICE Chief Information Security Officer to coordinate and participate in the review and inspection activity of government oversight organizations external to ICE. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of ICE data or the function of computer system operated on behalf of ICE, and to preserve evidence of computer crime.

H.11 SUPPLY CHAIN RISK MANAGEMENT TERMS AND CONDITIONS

The Contractors supplying the Government hardware and software shall provide the manufacturer's name, address, state and/or domain of registration, and the Data Universal Numbering System (DUNS) number for all components comprising the hardware and software. If subcontractors or subcomponents are used, the name, address, state, and/or domain of registration and DUNs number of those suppliers must also be provided.

Subcontractors are subject to the same general requirements and standards as prime contractors. Contractors employing subcontractors shall perform due diligence to ensure that these standards are met.

The Government shall be notified when a new contractor/subcontractor/service provider is introduced to the supply chain, or when suppliers of parts or subcomponents are changed.

Contractors shall provide, implement, and maintain a Supply Chain Risk Management Plan that addresses internal and external practices and controls employed to minimize the risk posed by counterfeits and vulnerabilities in systems, components, and software.

The Plan shall describe the processes and procedures that will be followed to ensure appropriate supply chain protection of information system resources developed, processed, or used under this contract.

The Supply Chain Risk Management Plan shall address the following elements:

(i) How risks from the supply chain will be identified;

(ii) What processes and security measures will be adopted to manage these risks to the system or system components; and

(iii) How the risks and associated security measures will be updated and monitored.

The Supply Chain Risk Management Plan shall remain current through the life of the contract or period of performance. The Supply Chain Risk Management Plan shall be provided to the Contracting Officer Representative (COR/CO) 30 days post award.

The Contractor acknowledges the Government's requirement to assess the Contractors Supply Chain Risk posture. The Contractor understands and agrees that the Government retains the right to cancel or terminate the contract, if the Government determines that continuing the contract presents a risk to national security.

The Contractor shall disclose, and the Government will consider, relevant industry standard certifications, recognitions and awards, and acknowledgments.

The Contractor shall provide only new equipment unless otherwise expressly approved, in writing, by the CO. Contractors shall provide only Original Equipment Manufacturer (OEM) parts to the Government. In the event that a shipped OEM part fails, all replacement parts must be OEM parts.

The Contractor shall be excused from using new OEM (i.e. "grey market, "previously used) components only with formal Government approval. Such components shall be procured from their original source and have them shipped only from manufacturers authorized shipment points.

For software products, the contractor shall provide all OEM software updates to correct defects for the life of the product (i.e., until the “end of life"). Software updates and patches must be made available to the government for all products procured under this contract.

Contractors shall employ formal and accountable transit, storage, and delivery procedures (i.e., the possession of the component is documented at all times from initial shipping point to final destination, and every transfer of the component from one custodian to another is fully documented and accountable) for all shipments to fulfill contract obligations with the Government.

All records pertaining to the transit, storage, and delivery will be maintained and available for inspection for the lessor of the term of the contract, the period of performance, or one calendar year from the date the activity occurred.

These records must be readily available for inspection by any agent designated by the U.S. Government as having the authority to examine them.

This transit process shall minimize the number of times en route components undergo a change of custody and make use of tamper-proof or tamper-evident packaging for all shipments. The supplier, at the Government's request, shall be able to provide shipping status at any time during transit.

The Contractor is fully liable for all damage, deterioration, or losses incurred during shipping and handling, unless the damage, deterioration, or loss is due to the Government. The Contractor shall provide a packing slip which shall accompany each container or package with the information identifying the contract number, the order number, a description of the hardware/software enclosed (Manufacturer name, model number, serial number), and the customer point of contact. The contractor shall send a shipping notification to the intended government recipient or contracting officer. This shipping notification shall be sent electronically and will state the contract number, the order number, a description of the hardware/software being ship (manufacturer name, model number, serial number), initial shipper, shipping date and identifying (tracking) number.

H.12 In accordance with White House Digital Government BYODTK – Privacy Expectations

Government contractor employees do not have a right, nor should they have an expectation, of privacy while using Government provided devices at any time, including accessing the Internet and using e-mail and voice communications. To the extent that employees wish that their private activities remain private, they should avoid using the Government provided device for limited personal use. By acceptance of the government provided device, employees imply their consent to disclosing and/or monitoring of device usage, including the contents of any files or information maintained or passed -through that device.

H.13 In accordance with White House Digital Government BYODTK – Mobile Information Technology Device Policy

Users who conduct official DHS ICE business on a mobile IT device must:

a) Sign the Remote Access and Mobile IT Device User Agreement Form.
b) Operate the device in compliance with this policy, all applicable federal requirements, and the DHS ICE Remote Access and Mobile Information Technology Guide.
c) Not process or access Classified information on the device.
d) Use only approved and authorized DHS ICE owned devices to physically attach to DHS ICE IT systems.
e) Store only the minimum amount, if any, of Personally Identifiable Information (PII) and electronic Protected Health Information (ePHI) necessary to do one's work, and immediately delete the PII or ePHI when no longer needed. Users shall receive written approval from their supervisor before accessing, processing, transmitting, or storing DHS ICE Sensitive Information such as PII or ePHI.
f) Exercise extra care to preclude the compromise, loss, or theft of the device, especially during travel.
g) Immediately contact the DHS ICE Service Desk and their immediate supervisor if the IT device is lost, stolen, damaged, destroyed, compromised, or non-functional.
h) Abide by all federal and local laws for using the device while operating a motor vehicle (e.g. users are banned from text messaging while driving federally owned vehicles, and text messaging to conduct DHS ICE business while driving non-government vehicles).

Users who are issued a DHS ICE owned mobile IT device must also:

a. Comply with DHS DHS Policy Directive 4300A Attachment Q.
b. Not disable or alter security features on the device.
c. Only use the DHS ICE owned device for official government use and limited personal use.
d. Reimburse the OCIO for any personal charges incurred that are above the established fixed cost for the Agency's use of the device (e.g. roaming charges incurred for personal calls).
e. Be required to reimburse DHS ICE if the mobile IT device is lost, stolen, damaged or destroyed as a result of negligence, improper use, or willful action on the employee's part and if determined by ICE.

H.14 3052.204-72 SAFEGUARDING OF CONTROLLED UNCLASSIFIED INFORMATION (JULY 2023)

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

Adequate Security means security protections commensurate with the risk resulting from the unauthorized access, use, disclosure, disruption, modification, or destruction of information. This includes ensuring that information hosted on behalf of an agency and information systems and applications used by the agency operate effectively and provide appropriate confidentiality, integrity, and availability protections through the application of cost-effective security controls.

Controlled Unclassified Information (CUI) is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, "Chemical Facility Anti-Terrorism Standards," and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual "Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information" dated September 2008);

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116–283), PCII's implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, "Protection of Sensitive Security Information," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, "Sensitive Security Information (SSI)" and, within the Transportation Security Administration, TSA MD 2810.1, "SSI Program";

(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;

(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;

(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;

(7) Information Systems Vulnerability Information (ISVI) means:

(i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or

(ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk

management plans, business impact analysis studies, and certification and accreditation documentation;

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(ii) Single pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(A) Truncated SSN (such as last 4 digits);
(B) Date of birth (month, day, and year);
(C) Citizenship or immigration status;
(D) Ethnic or religious affiliation;
(E) Sexual orientation;
(F) Criminal history;
(G) Medical information; and
(H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

Federal information means information created, collected, processed, maintained, disseminated, disclosed, or disposed of by or for the Federal Government, in any medium or form.

Federal information system means an information system used or operated by an agency or by a Contractor of an agency or by another organization on behalf of an agency.

Handling means any use of controlled unclassified information, including but not limited to marking, safeguarding, transporting, disseminating, re-using, storing, capturing, and disposing of the information.

Incident means an occurrence that—

(1) Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or

(2) Constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

Information Resources means information and related resources, such as personnel, equipment, funds, and information technology.

Information Security means protecting information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide—

(1) Integrity, which means guarding against improper information modification or destruction, and includes ensuring information nonrepudiation and authenticity;

(2) Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and

(3) Availability, which means ensuring timely and reliable access to and use of information.

Information System means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

(b) *Handling of Controlled Unclassified Information.*

(1) Contractors and subcontractors must provide adequate security to protect CUI from unauthorized access and disclosure. Adequate security includes compliance with DHS policies and procedures in effect at the time of contract award. These policies and procedures are accessible at *https://www.dhs.gov/dhs-security-and-training-requirements-contractors*.

(2) The Contractor shall not use or redistribute any CUI handled, collected, processed, stored, or transmitted by the Contractor except as specified in the contract.

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

(4) Any government data provided, developed, or obtained under the contract, or otherwise under the control of the Contractor, shall not become part of the bankruptcy estate in the event a Contractor and/or subcontractor enters bankruptcy proceedings.

(c) *Incident Reporting Requirements.*

(1) Contractors and subcontractors shall report all known or suspected incidents to the Component Security Operations Center (SOC) in accordance with Attachment F, *Incident Response*, to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems*. If the Component SOC is not available, the Contractor shall report to the DHS Enterprise SOC. Contact information for the DHS Enterprise SOC is accessible at https://www.dhs.gov/dhs-security-and-training-requirements-contractors. Subcontractors are required to notify the prime Contractor that it has reported a known or suspected incident to the Department. Lower tier subcontractors are required to likewise notify their higher tier subcontractor, until the prime contractor is reached. The Contractor shall also notify the Contracting Officer and COR using the contact information identified in the contract. If the report is made by phone, or the email address for the Contracting Officer or COR is not immediately available, the Contractor shall contact the Contracting Officer and COR immediately after reporting to the Component or DHS Enterprise SOC.

(2) All known or suspected incidents involving PII or SPII shall be reported within 1 hour of discovery. All other incidents shall be reported within 8 hours of discovery.

(3) CUI transmitted via email shall be protected by encryption or transmitted within secure communications systems. CUI shall be transmitted using a *FIPS 140-2/140-3 Security Requirements for Cryptographic Modules* validated cryptographic module identified on https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules. When this is impractical or unavailable, for Federal information systems only, CUI may be transmitted over regular email channels. When using regular email channels, Contractors and subcontractors shall not include any CUI in the subject or body of any email. The CUI shall be included as a password-protected attachment with the password provided under separate cover, including as a separate email. Recipients of CUI information will comply with any email restrictions imposed by the originator.

(4) An incident shall not, by itself, be interpreted as evidence that the Contractor or Subcontractor has failed to provide adequate information security safeguards for CUI or has otherwise failed to meet the requirements of the contract.

(5) If an incident involves PII or SPII, in addition to the incident reporting guidelines in Attachment F, *Incident Response*, to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

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

(d) *Incident Response Requirements.*

(1) All determinations by the Department related to incidents, including response activities, will be made in writing by the Contracting Officer.

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

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

(i) Inspections;
(ii) Investigations;
(iii) Forensic reviews;
(iv) Data analyses and processing; and
(v) Revocation of the Authority to Operate (ATO), if applicable.

(4) The Contractor shall immediately preserve and protect images of known affected information systems and all available monitoring/packet capture data. The monitoring/packet capture data shall be retained for at least 180 days from submission of the incident report to allow DHS to request the media or decline interest.

(5) The Government, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(e) *Certificate of Sanitization of Government and Government-Activity-Related Files and Information.* Upon the conclusion of the contract by expiration, termination, cancellation, or as otherwise indicated in the contract, the Contractor shall return all CUI to DHS and/or destroy it physically and/or logically as identified in the contract unless the contract states that return and/or destruction of CUI is not required. Destruction shall conform to the guidelines for media sanitization contained in NIST SP 800–88, *Guidelines for Media Sanitization*. The Contractor shall certify and confirm the sanitization of all government and government-activity related files and information. The Contractor shall submit the certification to the COR and Contracting Officer following the template provided in NIST SP 800–88, *Guidelines for Media Sanitization*, Appendix G.

(f) *Other Reporting Requirements.* Incident reporting required by this clause in no way rescinds the Contractor's responsibility for other incident reporting pertaining to its unclassified information systems under other clauses that may apply to its contract(s), or as a result of other applicable statutory or regulatory requirements, or other U.S. Government requirements.

(g) *Subcontracts.* The Contractor shall insert this clause in all subcontracts and require subcontractors to include this clause in all lower tier subcontracts when subcontractor employees will have access to CUI; CUI will be collected or maintained on behalf of the agency by a subcontractor; or a subcontractor information system(s) will be used to process, store, or transmit CUI.

(End of clause)

ALTERNATE I (JULY 2023)

When Federal information systems, which include Contractor information systems operated on behalf of the agency, are used to collect, process, store, or transmit CUI, add the following paragraphs:

(h) *Authority to Operate*. The Contractor shall not collect, process, store, or transmit CUI within a Federal information system until an ATO has been granted by the Component or Headquarters CIO, or designee. Once the ATO has been granted by the Government, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. Unless otherwise specified in the ATO letter, the ATO is valid for 3 years. An ATO is granted at the sole discretion of the Government and can be revoked at any time. Contractor receipt of an ATO does not create any contractual right of access or entitlement. The Government's grant of an ATO does not alleviate the Contractor's responsibility to ensure the information system controls are implemented and operating effectively.

(1) *Complete the Security Authorization process.* The Security Authorization (SA) process shall proceed according to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems* (Version 13.3, February 13, 2023), or any successor publication; and the *Security Authorization Process Guide*, including templates. These policies and templates are accessible at https://www.dhs.gov/dhs-security-and-training-requirements-contractors.

(i) *Security Authorization Package*. The SA package shall be developed using the government-provided Security Requirements Traceability Matrix and SA templates. The SA package consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may

be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). The Contractor shall submit a signed copy of the SA package, validated by an independent third party, to the COR for review and approval by the Component or Headquarters CIO, or designee, at least 30 days prior to the date of operation of the information system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of modified documents.

(ii) *Independent Assessment*. Contractors shall have an independent third party validate the security and privacy controls in place for the information system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST SP 800–53, *Security and Privacy Controls for Information Systems and Organizations*, or successor publication, accessible at https://csrc.nist.gov/publications/sp. The Contractor shall address all deficiencies before submitting the SA package to the COR for review.

(2) *Renewal of ATO.* Unless otherwise specified in the ATO letter, the Contractor shall renew the ATO every 3 years. The Contractor is required to update its SA package as part of the ATO renewal process for review and verification of security controls. Review and verification of security controls is independent of the system production date and may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place. The updated SA package shall be submitted for review and approval by the Component or Headquarters CIO, or designee, at least 90 days before the ATO expiration date. The Contractor shall update its SA package by one of the following methods:

(i) Updating the SA package in the DHS Information Assurance Compliance System; or

(ii) Submitting the updated SA package directly to the COR.

(3) *Security Review.* The Government may elect to conduct periodic reviews to ensure that the security requirements contained in the contract are being implemented and enforced. The Government, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in security review activities. The Contractor shall afford DHS, the Office of the Inspector General, other government organizations, and Contractors working in support of the Government access to the Contractor's facilities, installations, operations, documentation, databases, networks, systems, and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Component or Headquarters CIO, or designee, to coordinate and participate in review and inspection activity by government organizations external to DHS. Access shall be provided, to the extent necessary as determined by the Government (including providing all requested images), for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Federal Reporting and Continuous Monitoring Requirements.* Contractors operating information systems on behalf of the Government shall comply with Federal reporting and

information system continuous monitoring requirements. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2023 DHS Information Security Performance Plan, or successor publication, accessible at https://www.dhs.gov/dhs-security-and-training-requirements-contractors. The plan is updated on an annual basis. Annual, quarterly, and monthly data collection will be coordinated by the Government. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for information systems. The Contractor shall provide the COR with requested information within 3 business days of receipt of the request. Unless otherwise specified in the contract, monthly continuous monitoring data shall be stored at the Contractor's location for a period not less than 1 year from the date the data are created. The Government may elect to perform information system continuous monitoring and IT security scanning of information systems from government tools and infrastructure.

(End of clause)

H.15 3052.204-73 NOTIFICATION AND CREDIT MONITORING REQUIREMENTS FOR PERSONALLY IDENTIFIABLE INFORMATION INCIDENTS (JULY 2023)

(a) *Definitions.* Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(1) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(2) Single pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(i) Truncated SSN (such as last 4 digits);
(ii) Date of birth (month, day, and year);
(iii) Citizenship or immigration status;
(iv) Ethnic or religious affiliation;
(v) Sexual orientation;
(vi) Criminal history;

(vii) Medical information; and
(viii) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(3) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) *PII and SPII Notification Requirements.*

(1) No later than 5 business days after being directed by the Contracting Officer, or as otherwise required by applicable law, the Contractor shall notify any individual whose PII or SPII was either under the control of the Contractor or resided in an information system under control of the Contractor at the time the incident occurred. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by, the Contracting Officer. The Contractor shall not proceed with notification unless directed in writing by the Contracting Officer.

(2) All determinations by the Department related to notifications to affected individuals and/or Federal agencies and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer.

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

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

(c) *Credit Monitoring Requirements.* The Contracting Officer may direct the Contractor to:

(1) Provide notification to affected individuals as described in paragraph (b).

(2) Provide credit monitoring services to individuals whose PII or SPII was under the control of the Contractor or resided in the information system at the time of the incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which

the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

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

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

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

(End of clause).

H.16 3052.204-71 Contractor Employee Access (JULY 2023), and determine if Alternate is required:

- Alternate I (July 2023)
- Alternate II (July 2023)

(a) *Controlled Unclassified Information (CUI)* is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, "Chemical Facility Anti-Terrorism Standards," and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual "Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information" dated September 2008);

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116–283), PCII's implementing regulations (6 CFR part 29), the PCII

Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, "Protection of Sensitive Security Information," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, "Sensitive Security Information (SSI)" and, within the Transportation Security Administration, TSA MD 2810.1, "SSI Program";

(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;

(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;

(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;

(7) Information Systems Vulnerability Information (ISVI) means:

> (i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or
>
> (ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions,

capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(ii) Single pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(A) Truncated SSN (such as last 4 digits);
(B) Date of birth (month, day, and year);
(C) Citizenship or immigration status;
(D) Ethnic or religious affiliation;
(E) Sexual orientation;
(F) Criminal history;
(G) Medical information; and
(H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(iii) Other PII that may present an increased risk of harm to the individual depending on

its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) *Information Resources* means information and related resources, such as personnel, equipment, funds, and information technology.

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

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

(e) Work under this contract may involve access to CUI. The Contractor shall access and use CUI only for the purpose of furnishing advice or assistance directly to the Government in support of the Government's activities, and shall not disclose, orally or in writing, CUI for any other purpose to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized to access CUI, the Contractor shall ensure that these persons receive initial and refresher training concerning the protection and disclosure of CUI. Initial training shall be completed within 60 days of contract award and refresher training shall be completed every 2 years thereafter.

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

(End of clause)

ALTERNATE I (JULY 2023)

When the contract will require Contractor employees to have access to information resources, add the following paragraphs:

(g) Before receiving access to information resources under this contract, the individual must complete a security briefing; additional training for specific categories of CUI, if identified in the contract; and any nondisclosure agreement furnished by DHS. The Contracting Officer's Representative (COR) will arrange the security briefing and any additional training required for specific categories of CUI.

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

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

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

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

(1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and

(2) The waiver must be in the best interest of the Government.

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

(End of clause)

Alternate II (JULY 2023)

When the Department has determined contract employee access to controlled unclassified information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to information resources, add the following paragraphs:

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

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

(End of clause)

H.17 DHS Use of Artificial Intelligence (AI) Tools

(a) *Compliance with Federal AI Laws and Policies; AI Use Limitations.* The Contractor shall ensure that any AI system or service provided complies with all applicable federal, DHS, and ICE AI Policies, Directives, and Memos. The AI solution must align with the U.S. Constitution and all relevant laws and regulations; including privacy, civil rights, and civil liberties. Specifically:

(1) The Contractor must stay current and comply with any updates or new AI policy requirements issued during the contract term.

(2) AI used to support law enforcement decisions or civil actions must include technical and operational safeguards to.

i. Establish human-in-the loop oversight.
ii. Document or lable AI-generated content.

(3) For AI used in determinations impacting individuals (e.g., risk assessments, identity verification), the Contractor must cooperate with federal, DHS, and ICE procedures for notice and appeal, providing explanations or adjusting outputs upon error findings.

(4) The contract prohibits use of AI that violates DHS policy, including.

i. Using AI outputs as sole evidence for punitive or enforcement actions.
ii. Utilize AI to make or support decisions on improper bases (e.g. predicting future behavior or emotional state leading to discriminatory or unlawful actions).

(5) The Contractor must follow AI Use Case approval and Security Authorization processes before developing, piloting, testing, or deploying AI in ICE environments or using ICE data.

(6) The Contractor is responsible for complying with AI Security Control Baseline requirements.

(b) *Transparency, Auditability and Explainability.* The Contractor shall design, build, document, and operate the AI system or service to be explainable, auditable, and transparent. At a minimum, the Contractor shall:

(1) Document the provenance of data used for AI training, fine-tuning, or operation.

(2) Ensure data used for AI training, fine-tuning, or operation was lawfully obtained and processed.

(3) Document the provenance of any third-party AI models used (source, version, etc.).

(4) Provide comprehensive system diagrams and inventories that map the AI systems' API and system connections, data flows, and technical components.

(5) Provide comprehensive documentation explaining how the AI system works, including any models and algorithms.

(6) Ensure the AI system, where applicable, provides clear explanations or reasoning for its decisions or predictions.

(7) Ensure AI outputs are traceable; auditable; meet evidentiary standards; and are explainable to non-technical users. Additionally, ensure GenAI inputs and their outputs are logged and preserved in line with federal, DHS, and ICE retention policies.

(c) *Data Rights and Solution Ownership.* The contract shall clearly delineate data and intellectual property rights to protect ICE's interests in the AI solution and associated data. Specifically:
(1) All data provided by the Government or generated through the AI system belongs to the Government. The contractor is prohibited from:

i. Using nonpublic agency data and outputted results to train publicly or commercially available AI algorithms, or any non-ICE systems outside the contract's scope without ICE's authorization.
ii. Using Government-furnished data or AI-generated data for purposes outside the contract without ICE authorization.
iii. Sharing, disclosing, or transferring Government data, AI models, or AI-outputs with third parties without ICE's authorization.

(2) The Contractor must grant the Government appropriate license rights in any custom-developed AI models, software, or deliverables. IP rights will be negotiated consistent with federal law and the agency's mission needs, aiming to avoid vendor lock-in. The Government may require broad or unlimited rights to certain deliverables (including source code or trained model files) for long-term use, maintenance, or integration of the AI solution.

(3) ICE maintains ownership over and the Contactor must provide ICE access to:

i. Any derivative outputs of AI developed under the Contract, including data processed using AI.
ii. Any models trained, fine-tuned, or otherwise developed using ICE data.

(d) *Prevention Against Vendor Lock-In.* To promote a competitive marketplace and long-term sustainability of ICE's AI capabilities, the Contractor shall:

(1) Utilize industry-standards, APIs, and protocols wherever possible to ensure interoperability and combatibility within and between ICE and DHS systems.

(2) Ensure inputs and outputs of the AI system are exportable in a non-proprietary, machine-readable format to facilitate integration or transfer of functions to other systems.

(3) Where custom components are developed, deliver sufficient technical documentation and access to components (including source code, model weights, or other foundational code) to enable ICE's long-term use of the AI system.

(4) In the case of transitioning the AI system to another Contractor or in-house provider, the Contractor must support knowledge transfer and provide all necessary documentation, models, data, and software to enable sustained system use.

i. The Contract must also document estimated costs and related steps that will be required to exit the Contract.

(e) *Security, Testing & Evaluation, and Continuous Monitoring:* The Contractor shall implement rigorous security and risk management measures for the AI solution, per federal standards, ICE procedures, and OMB guidance on AI risks. Key requirements include:

(1) If designated as a *High Impact AI system,* complying with all required AI Risk Management practices (per OMB, DHS, and ICE policy), unless officially granted a waiver.

(2) *Before deploying the AI system:* The Contractor must provide testing and evaluation artifacts and support (including providing requisite access to enable) ICE independent test and evaluation processes to evaluate factors such as, but not limited to:

i. AI system performance, including accuracy and reliability.
ii. Compliance with DHS AI Security Controls.
iii. Resiliency against AI cybersecurity and operational threats, including system misuse/abuse.
iv. Completion of an AI impact assessment and/or other risk assessment procedures, in line with federal, DHS, and ICE policy and practices.
v. Fulfillment of functional, business, and technical requirements.

(3) *While operating the AI system:* The Contractor must re-test system performance, security, and resiliency before deploying new models; against misuse/abuse before deploying new AI models; fine-tuned models; or changes to AI systems that require Change Requests.

(4) *Audit and Logging:* Ensure compliance with DHS and ICE *AI auditing and logging requirements,* including, but not limited to audit and logging the access, usage, and modification of:

i. AI Guardrails deployed in GenAI systems.
ii. Models, including parameters and weights.
iii. AI system inputs and outputs (including prompts).

(f) *Continuous Monitoring:* The Contractor shall implement continuous monitoring mechanisms to detect and respond to anomalies, biases, or performance degradation in AI systems. Additionally:

i. The Contractor shall establish protocols for the timely remediation of identified issues, including the potential suspension of AI system operations if necessary.
ii. The Contractor shall comply with all continuous monitoring requirements, per federal, DHS, and ICE policy.

H.18 DHS FAR Class Deviation 17-03 – Revision 1 52.224-3 Privacy Training – Alternate I

(DEVIATION)
(a) *Definition.* As used in this clause, personally identifiable information means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A–130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) The contracting agency will provide initial privacy training, and annual privacy training thereafter, to Contractor employees for the duration of this contract. Contractor employees shall satisfy this requirement by completing *Privacy at DHS: Protecting Personal Information* accessible at *http://www.dhs.gov/dhs-security-and-training-requirements-contractors*. Training shall be completed within 30 days of contract award and be completed on an annual basis thereafter not later than October 31st of each year.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

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H.19 INFORMATION TECHNOLOGY SECURITY

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

Contractor employees who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, regardless if the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

H.20 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

Contractor employees, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices, systems rules of behavior, to include Unauthorized Disclosure Training, available on PALMS or by contacting DHS Information Security. Contractor employees with significant security responsibilities shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

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

[END OF SECTION]

SECTION I – CONTRACT CLAUSES

This Solicitation incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text can be accessed electronically at this internet address:
FAR: http://acquisition.gov/far/index.html.; HSAR: https://www.acquisition.gov/hsar

FAR Clause No.	Title	Effective Date
52.203-3	Gratuities.	Apr-1984
52.203-5	Covenant Against Contingent Fees.	May-2014
52.203-7	Anti-Kickback Procedures.	Jun-2020
52.203-14	Display of Hotline Poster(s).	Nov-2021
52.203-16	Preventing Personal Conflicts of Interest.	Jun-2020
52.204-12	Unique Entity Identifier Maintenance.	Oct-2016
52.204-13	System for Award Management Maintenance.	Oct-2018
52.204-18	Commercial and Government Entity Code Maintenance.	Aug-2020
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec-2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	Nov-2021
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan-2011
52.207-3	Right of First Refusal of Employment.	May-2006
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
52.210-1	Market Research.	Nov-2021
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	Aug-2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications.	Jun-2020
52.215-12	Subcontractor Certified Cost or Pricing Data.	Jun-2020
52.215-12	Alternate I	Oct-2025
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications.	Jun-2020
52.215-13	Alternate I	Oct-2025
52.215-23	Limitations on Pass-Through Charges.	Jun-2020
52.215-23	Alternate I	Oct-2009
52.219-8	Utilization of Small Business Concerns.	Jan-2025
52.219-9	Small Business Subcontracting Plan.	Jan-2025
52.222-1	Notice to the Government of Labor Disputes.	Feb-1997
52.222-6	Construction Wage Rate Requirements.	Aug-2018
52.222-7	Withholding of Funds	May 2014
52.222-8	Payrolls and Basic Records	Jul 2021
52.222-9	Apprentices and Trainees	Jul 2005
52.222-10	Compliance with Copeland Act Requirements	Feb 1988
52.222-11	Subcontractors (Labor Standards)	May 2014

52.222-12	Contract Termination – Debarment	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	May 2014
52.222-14	Disputes Concerning Labor Standards	Feb 1988
52.225-14	Inconsistency between English Version and Translation of Contract.	Feb-2000
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises.	Jun-2000
52.226-7	Drug-Free Workplace.	May-2024
52.228-14	Irrevocable Letter of Credit.	Nov-2014
52.228-15	Performance and Payment Bonds-Construction.	Jun-2020
52.228-2	Additional Bond Security.	Oct-1997
52.228-5	Insurance-Work on a Government Installation.	Jan-1997
52.232-16	Progress Payments.	Nov-2021
52.232-16	Alternate I	Mar-2000
52.232-16	Alternate II	Apr-2003
52.232-16	Alternate III	Jun-2020
52.232-17	Interest.	May-2014
52.232-18	Availability of Funds.	Apr-1984
52.232-39	Unenforceability of Unauthorized Obligations.	Jun-2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Mar 2023
52.232-5	Payments under Fixed-Price Construction Contracts.	May-2014
52.233-1	Disputes.	May-2014
52.233-1	Alternate I	Dec-1991
52.236-13	Accident Prevention.	Nov-1991
52.236-2	Differing Site Conditions.	Apr-1984
52.236-3	Site Investigation and Conditions Affecting the Work	Apr 1984
52.236-5	Material and Workmanship.	Apr-1984
52.236-7	Permits and Responsibilities.	Nov-1991
52.236-8	Other Contracts	Dev Date
52.236-10	Operations and Storage Areas	Apr 1984
52.236-11	Use and Possession Prior to Completion	Apr 1984
52.236-12	Cleaning Up	Apr 1984
52.236-15	Schedules for Construction Contracts	Apr 1984
52.236-17	Layout of Work	Apr 1984
52.236-21	Specifications and Drawings for Construction.	Feb-1997
52.236-22	Design Within Funding Limitations.	Apr-1984
52.236-23	Responsibility of the Architect-Engineer Contractor.	Apr-1984
52.236-25	Requirements for Registration of Designers.	Apr-1984
52.242-13	Bankruptcy.	Jul-1995
52.242-14	Suspension of Work.	Apr-1984
52.243-5	Changes and Changed Conditions.	Apr-1984
52.244-2	Subcontracts.	Jun-2020

52.244-2	Alternate I	Jun-2020
52.244-6	Subcontracts for Commercial Products and Commercial Services.	Oct-2025
52.245-1	Government Property.	Sep-2021
52.245-1	Alternate I	Apr-2012
52.245-1	Alternate II	Apr-2012
52.245-2	Government Property Installation Operation Services.	Apr-2012
52.245-9	Use and Charges.	Apr-2012
52.246-11	Higher-Level Contract Quality Requirement.	Dec-2014
52.246-12	Inspection of Construction	Aug 1996
52.246-26	Reporting Nonconforming Items.	Aug-2024
52.247-63	Preference for U.S.-Flag Air Carriers.	Jan-2025
52.249-10	Default (Fixed-Price Construction).	Apr-1984
52.252-2	Clauses Incorporated by Reference.	Feb-1998

CLAUSES INCORPORATED IN FULL TEXT

52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

(End of Clause)

52.211-12 Liquidated Damages-Construction. (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (***to be specified at the SATOC level)*** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

Note: Liquidated damages shall be defined on each TO/DO as applicable.

52.215-19 Notification of Ownership Changes. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-25 Contract Definitization (Oct 2010)

(a) A *firm fixed price* definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed price proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is *[insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data]:*

_____

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

52.217-6 Option for Increased Quantity (Mar 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within *sixty (60)calendar days*. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *sixty (60)calendar days* before the contract expires. The preliminary notice does not commit the Government to anextension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits

(End of Clause)

HSAR Clauses incorporated by Full Text

3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (JUL 2023)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference: [The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) *Provisions.*

____3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

____3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

_X_ 3052.247-70 F.o.B. Origin Information.

____Alternate I

____Alternate II

____3052.247-71 F.o.B. Origin Only.

____3052.247-72 F.o.B. Destination Only.

(b) *Clauses.*

_X_ 3052.203-70 Instructions for Contractor Disclosure of Violations.

_X_ 3052.204-71 Contractor Employee Access.

_X_ Alternate I

_X_ Alternate II

_X_ 3052.204-72 Safeguarding of Controlled Unclassified Information.

_X_ Alternate I

_X_ 3052.204-73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents.

_X_ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

_X_ Alternate I

_X_ 3052.209-72 Organizational Conflicts of Interest.

____3052.209-73 Limitation on Future Contracting.

_X_ 3052.215-70 Key Personnel or Facilities.

____3052.216-71 Determination of Award Fee.

____3052.216-72 Performance Evaluation Plan.

____3052.216-73 Distribution of Award Fee.

____3052.217-91 Performance. (USCG)

____3052.217-92 Inspection and Manner of Doing Work. (USCG)

____3052.217.93 Subcontracts. (USCG)

____3052.217.94 Lay Days. (USCG)

____3052.217-95 Liability and Insurance. (USCG)

____3052.217-96 Title. (USCG)

____3052.217.97 Discharge of Liens. (USCG)

____3052.217-98 Delays. (USCG)

____3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)

____3052.217-100 Guarantee. (USCG)

____3052.219-71 DHS Mentor Protégé Program.

_X_ 3052.228-70 Insurance.

____3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)

____3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)

____3052.228.92 Fair Market Value of Aircraft. (USCG)

____3052.228-93 Risk and Indemnities. (USCG)

____3052.236-70 Special Provisions for Work at Operating Airports.

_X_ 3052.242-72 Contracting Officer's Representative.

____HSAR 3052.249-90 Contract Termination (USCG).

(End of clause)

RFO 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
This contract incorporates the following provisions by reference with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text can be accessed electronically at this internet address:
FAR: http://acquisition.gov/far/index.html.

FAR Provision	Title	Effective Date
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Nov-2021
52.204-26	Covered Telecommunications Equipment or Services-Representation.	Oct-2020
52.204-29	Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures.	Dec-2023
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications.	Jun-2020
52.204-6	Unique Entity Identifier.	Oct-2016
52.204-7	System for Award Management.	Nov-2024
52.204-7	Alternate I	Oct-2018
52.204-8	Annual Representations and Certifications.	Oct-2025
52.204-8	Alternate I	Mar-2023
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Single-Award Contracts).	Aug-2024
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation.	Nov-2015

52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.	Feb-2016
52.214-34	Submission of Offers in the English Language.	Apr-1991
52.214-35	Submission of Offers in U.S. Currency.	Apr-1991
52.215-1	Instructions to Offerors-Competitive Acquisition.	Nov-2021
52.215-1	Alternate I	Oct-1997
52.215-1	Alternate II	Oct-1997
52.215-6	Place of Performance.	Oct-1997
52.216-1	Type of Contract.	Apr-1984
52.217-3	Evaluation Exclusive of Options.	Apr-1984
52.217-4	Evaluation of Options Exercised at Time of Contract Award.	Jun-1988
52.219-1	Small Business Program Representations.	Feb-2024
52.219-1	Alternate I	Feb-2024
52.219-1	Alternate II	Mar-2023
52-219-31	Notice of Small Business Reserve.	Mar-2020
52.223-4	Recovered Material Certification.	May-2008
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications.	Jun-2020
52.226-3	Disaster or Emergency Area Representation.	Nov-2007
52.228-1	Bid Guarantee.	Sep-1996
52.236-28	Preparation of Proposals-Construction.	Oct-97

FAR Provision Incorporated in Full Text

52.209-12 Certification Regarding Tax Matters. (Oct 2025)
(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.
(b) If the Offeror is proposing a total contract price that will exceed $7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has □ filed all Federal tax returns required during the three years preceding the certification;
(2) Has not □ been convicted of a criminal offense under the Internal Revenue Code of 1986; and
(3) Has not □, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services. (Aug 2025) (DEVIATION 25-21) (effective November 3, 2025)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or

before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

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

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without negotiations with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct negotiations, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.212-2 Evaluation—Commercial Products and Commercial Services. (Aug 2025) (DEVIATION 25-21) (effective November 3, 2025)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

See Solicitation Sections L and M

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

HSAR Provisions

The full text of the provisions is available at: Homeland Security Acquisition Regulation | Homeland Security and Deviation Clauses are available at: DHS FAR Class Dev

HSAR Provisions incorporated by Reference

None

HSAR Provisions incorporated by Full Text

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 provision, 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 provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Treatment of Certain Rights.

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

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

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

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.1087003;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.1087003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.1087003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal. 52-22

(End of provision)

[END OF SECTION]

SECTION J - LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

Attachment	Title	Pages
A	Scenario 1 – Design/Build Secure Housing Unit (SHU) at the Aquadilla Service Processing Center (SPC), Aquadilla, PR	139
B	Scenario 2 – Design/Build Secure Housing Unit (SHU) at the Batavia Service Processing Center (SPC), Batavia, NY	139
C	Scenario 3 – Design/Build Secure Housing Unit (SHU) at the El Centro Service Processing Center (SPC), El Centro, CA	139
D	Scenario 4 - Design/Build Secure Housing Unit (SHU) at the El Paso Service Processing Center (SPC), El Paso, TX	139
E	Scenario 5 - Design/Build Secure Housing Unit (SHU) at the Florence Service Processing Center (SPC), Florence, AZ	139
F	Scenario 6 - Design/Build Secure Housing Unit (SHU) at the Krome Service Processing Center (SPC), Miami, FL	139
G	Scenario 7- Design/Build Secure Housing Unit (SHU) at the St. Thomas Service Processing Center (SPC), St. Thomas, USVI	139
H	Actual Project - Design/Build Secure Housing Unit (SHU) at the Port Isabel Service Processing Center (SPC), Port Isabel, TX	139
I	Past Performance Questionnaire	1
J	Model Individual Subcontracting Plan	31
K	IDIQ Pricing Template	2
L	SATOC Pricing Template	27
M	Agent Authorization Letter	1
N	RFP Questions Submission Template	2

[END OF SECTION]

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 Annual Representations and Certifications. (Oct 2025)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is *236220*

(2) The small business size standard is *45 million.*

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(ii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications 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 $200,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

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

(v) 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.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

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

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 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.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has

applied part 19 in accordance with 19.000(b)(1)(ii).

(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.

(C) The provision with its Alternate II applies to solicitations that will result in a Single-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

(xv) 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.

(xvi) 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 products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.

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

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

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

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

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

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

(xxv) 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 representations or certifications are applicable as indicated by the Contracting Officer:

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

__ (iii)52.204-20, Predecessor of Offeror.

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

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

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

__ (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 in SAM website accessed through https://www.sam.gov. After reviewing the SAM 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)

Alternate I (MAR 2023). As prescribed in 4.1202(a) , substitute the following paragraph (a) for paragraph (a) of the basic provision:
(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	Size standard
236220	45 Million

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

K.2 52.209-7 Information Regarding Responsibility Matters (Oct 2018)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

[END OF SECTION]

L. Instructions, Conditions, And Notices To Offerors Or Respondents

L.1 FAR PROVISIONS INCORPORATED BY REFERENCE

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 CO will make their full text available. The Contractor is cautioned that the listed provisions may include blocks that must be completed by the Contractor and submitted with its proposal or offer. In lieu of submitting the full text of those provisions, the Contractor may identify the provision by paragraph identifier and provide the appropriate information with its proposal or offer.

Number	Titles	DATE
52.204-7	System for Award Management	Nov 2024
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
52.204-22	Alternative Line-Item Proposal	Jan 2017
52.207-1	Notice of Standard Competition	May 2006
52.215-1	Instructions to Contractors—Competitive	Nov 2021
52.233-4	Applicable law for breach of contract claim	Oct 2004

L.2 FAR PROVISIONS INCORPORATED IN FULL TEXT

52.216-1 Type of Contract (Apr 1984)

The Government anticipates the award of a Firm-Fixed Price contract as a result of this solicitation.

52.233-2 Service of Protest (Sep 2006)

(a) Protests, (as defined 33.102), that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgement of receipt from them.

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

52.233-2 Service of Protest (Sep 2006)

(a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination

for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer must allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer must allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

L.3 52.225-10 Notice of Buy American Requirement-Construction Materials. (May 2014)

(a) *Definitions*. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and

applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

Alternate I (MAY 2014). As prescribed in 25.1102 (b)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute shall

L.4 HSAR CLAUSES INCORPORATED BY REFERENCE

Number	Title	Date
3052.219-71	DHS Mentor Protégé Program	Jun 2006

L.5 DISCLOSURE OF MAGNITUDE

The Government estimated price range of the projects listed in the schedule are as follows:

- See Section B.2 Pricing Schedule

L.6 52.236-27 SITE VISIT (CONSTRUCTION) – Feb 1995

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for both the Port Isabel TX Service Center and Ft. Benning GA as follows:

Designated Meeting Location by Center	**Submit Access Request No Later Than Date**	**Site Visit Date**	
Actual Project – Port Isabel TX, SPC	27 July 2026	29 July 2026	DHS ICE POC: Danil Sherfy; Daniel.Sherfy@ice.dhs.gov Phone: (956) 547-1728
Actual Project – Ft Benning GA	29 July 2026	31 July 2026	Weblink to submit for pre-registration of delivery personnel to access Fort Benning: https://pass.aie.army.mil/ Select: Army; Select: Fort Benning; Select: Visitor Pass Reason: Contractor site visit DHS ICE OFTP Alekno training Facility BLDG 2293. DHS ICE POC: Michael.s.lavergne@ice.dhs.gov phone: 762-685-6802.

Participants: All interested Offerors shall submit in writing the following information prior to the dates listed for each Centers site visit to ensure access to the site visit they plan to attend. Submit your timely request to the specific site point of contact listed above.

a. Identify Solicitation Number: _____
b. Identify Appropriate Center: _____
c. Identify what Session (AM/PM): _____
d. Name of each attendee (First & Last Name) : _____
e. Country of Citizenship: _____
f. Company Name: _____
g. Company Address: _____
h. Driver's License Number and State: _____

All interested offerors are urged and expected to inspect the site where construction services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

The site will not be open for inspection at any other time unless authorized by amendment to this solicitation. All offerors are required to have a valid state driver's license in order to sign– in at each of the ICE Center's Main Gates. Offerors shall arrive at the center's designated meeting location at least 30 minutes before the scheduled time.

Due to national security, company representation shall be limited to a maximum of two people. Also, a valid driver license with picture identification will be required before access to the Center will be allowed. In accordance with the REAL ID Act of 2005, Additional identification may be required for residents of Non-Compliant States and Territories. See the following website for further information:
https://www.dhs.gov/current-status-states- territories
(Note: Non-US Citizens and Non-US Based Companies require a longer pre- approval process and the authorized clearance at the various centers may limit your ability to access the center.)

(End of provision)

L.7 NOTICE OF POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST

Notice. The Contracting Officer has determined that this acquisition may give rise to an organizational conflict of interest (OCI). Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5 --Organizational Conflicts of Interest. The Contracting Officer shall not award a contract until ICE determines any conflict of interest is reasonably resolved. The Contracting Officer has the sole authority to determine whether an organizational conflict of interest exists and to determine whether the organizational conflict of interest has been reasonably resolved. The OCI plan is not an evaluation factor. However, before being eligible to receive an award, the Offeror shall submit an acceptable OCI plan (including mitigation plans for any identified OCI). As such, the Government may communicate with any Offeror at any time during the evaluation process concerning its OCI plan.

The actual organizational conflicts of interest (OCI) will occur at the order level including the locations listed in the attachments to this solicitation. However, the RFO requires all conflicts be resolved before the award of a contract. In the case of the IDIQ contract, this includes resolving all OCIs that may arise in the SATOCs that will be issued under the IDIQ contracts. Therefore, the Government must ensure all conflicts are resolved, including those in future SATOCs, prior to award.

This provision requires Offerors identify potential conflicts and then propose techniques to resolve OCIs associated with all SATOCs. (The contracting officer makes the final determination whether an OCI exists and, if so, whether the OCI is resolved.) This solicitation will result in the award of IDIQ contracts. Offerors are able to identify conflicts associated with the model SATOCs. However, Offerors also must address potential conflicts in future SATOCs as part of responding to this solicitation. The Government anticipates the Offerors will propose mitigation plans and expects that these mitigation plans will involve screening of future SATOCs. The screening process must involve approval by the contracting officer. Offerors may propose techniques for resolution in a descending order given the unknowns associated with OCIs, but plan should ensure the proposed mitigation techniques will resolve the OCI.

Offerors should note that Section H.10 “Fair Opportunity” already contains a resolution that permits contractor holders not to propose in a Fair Opportunity when a future SATOC creates an OCI. This resolution, however, would not be complete unless there is a mitigation plan in Section H of the contract. Additionally, offerors should note that there are other techniques can resolve the OCI such as use of a nonconflicted party.

Description of Potential Conflict. The nature of this organizational conflict of interest, which would be in SATOCs level include but are not limited to the following:

a. Any Respondent where it or a member of its team was responsible for completing or reviewing and providing comments for the Design, Specifications or Government Estimate on any of the seed projects of effort that are part of a SATOC under a Fair Opportunity for Consideration.

b. Any Respondent where it or a member of its team has current contractual obligations to perform inspection support services for ICE at any of the ICE centers for requirements identified in a SATOC under a Fair Opportunity for Consideration.

c. Any Respondent where it or a member of its team has current contractual obligations to complete designs, specifications or government estimates for future SATOCs at any of the ICE Centers identified in a SATOC under a Fair Opportunity for Consideration.

Responsibility of Offeror. (1) Applying the principles of FAR Subpart 9.5, each Offeror shall assess whether there is an organizational conflict of interest associated with the proposal it submits. The Offeror must explain the actions it intends to use to resolve any organizational conflicts of interest it finds in paragraph b above and its own assessment. If the proposed resolution involves use of mitigation techniques, the Offeror shall include the special clause entitled "Mitigation of Organizational Conflicts of Interest" in its proposal.

Offerors are required to inform the Contracting Officer of any potential conflicts of interest, including those involving contracts with other Government organizations, in their proposal. The contracting

officer will use this information to determine whether resolution of those conflicts will be required.

If the Offeror's proposed action to resolve an organizational conflict of interest is not acceptable, the Contracting Officer will notify the Offeror, providing the reasons why its proposed resolution is not considered acceptable and allow the Offeror a reasonable opportunity
to respond before making a final decision on the organizational conflict of interest.

Representation. By submission of its offer, the Offeror represents, to the best of its knowledge and belief, that -

there are no relevant facts that could give rise to an OCI, as defined in FAR Part 2; or

the Offeror has disclosed all relevant information regarding any actual or potential conflicts of interest.

Termination for default. If the successful Offeror was aware, or should have been aware, of an OCI before award of this contract and did not fully disclose that conflict to the Contracting Officer, the Government may terminate the contract for default.

Waiver. The agency reserves the right to waive the requirements of FAR 9.5, in accordance with FAR 9.503

L.8 COMMUNICATIONS REGARDING SOLICITATION

Questions or comments regarding this solicitation must be submitted in writing via email using **Attachment # N**, and be directed to Mona Mehta and Daniel Correia at iceoaqmissionsupport@ice.dhs.gov

There will be no oral questions. When submitting written questions please frame your questions to include a reference to the appropriate document, attachment number, etc. **Questions regarding this solicitation shall be submitted via e-mail and be received by the Government Representative no later than 04 August 2026, 2:00pm EST. Please note late questions will not be accepted.**

Questions ~~or comments~~ should be submitted by the date above to allow for analysis and dissemination of responses. Late questions or comments are not guaranteed a response prior to the proposal due date. The Contracting Officer will issue a written amendment to this solicitation to answer questions.

L.9 DEADLINE FOR SUBMISSION OF PROPOSALS.

Proposals must be submitted to the attention of Ms. Mona Mehta, Contracting Officer at Mona Mehta and Keara Jacobs at iceoaqmissionsupport@ice.dhs.gov no later **14 August 2026, 2:00pm EST.**

All proposals received after the exact time specified for receipt shall be treated as late submissions and will not be considered. The government is not responsible for any failure attributable to the transmission or receipt of electronic proposals, including firewall or server delays. If an electronic submission is unreadable, the CO **may** permit resubmission, which is then treated as having been received at the time of the original (unreadable) submission.

L.9 PROPOSAL PAGE LIMITATIONS

1. **Required Proposal Content**
   Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, required in volume outlined below in addition to those identified as evaluation factors. Incomplete proposals may be a basis for determination of unacceptability of the proposal and removal of the proposal from consideration.

2. **Proposal Formatting Instructions (The following requirements apply to all sections of the proposal:** The proposal text shall be submitted on 8 ½ x 11-inch electronic paper. A suitable table of contents shall be provided with each volume for ready reference to sections, tables, and figures. Pages shall be formatted in a standard page style, without the use of numerous columns.

   a. **The following requirements apply to the sections of the proposal which are page limited:** Sections of the proposal which are page limited shall be prepared and submitted using non-compressed Times New Roman font with single spaced 12-point text with a one-inch margin on all sides in accordance with Microsoft Word default settings. Character spacing shall be "Normal" per Microsoft Word settings. Text in diagrams, charts, tables, artwork, and photographs shall be no smaller than 12-point text size. Diagrams, charts, tables, artwork and photographs shall not be used to circumvent the text size limitations of the proposal. The margins may contain headers and footers but shall not contain any proposal content to be evaluated.

      i. All pages in each volume shall be numbered sequentially with Arabic numerals (1, 2, 3, etc.) for contents subject to page limitations. Each side of the sheet, tab, or divider containing proposal material will be counted as part of the appropriate volume's page limitations. Information that can be construed as belonging in another volume of the proposal will be so construed and counted against the appropriate volume's page limitation.

      ii. Title pages, table of contents, cross-reference matrices, glossaries, acronym lists, page tabs, and section dividers that do not contain information that can be construed as proposal information will not be counted as part of the page limitations. However, these pages shall be numbered with lower case Roman numerals (i, ii, iii, etc.) in order to provide ease of reference for the Government.

      iii. Large tables, charts, graphs, plans, figures, diagrams, and schematics (not text) may be inserted in 11 x 17-inch pages. These 11 x 17-inch pages shall be counted as two pages against the page limitations and shall have one-inch margin on all sides.

      iv. Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror in accordance with NFS 1815.204-70(b). Minor informalities or irregularities in a proposal that can be adjusted, corrected, or waived without being prejudicial to other offeror(s) may be accepted if it is immaterial to the acquisition. However, any pages contained in a page-limited section of your proposal which do not comply with the RFP requirements may be returned by the

Government and not evaluated.

L.10 PROPOSAL PREPARATION INSTRUCTIONS

Proposals shall be separated into three (3) volumes. All volumes shall be submitted in softcopy format only via email to Mona Mehta and Daniel Correia at iceoaqmissionsupport@ice.dhs.gov. Emails shall not exceed 20 MB (Megabytes) each.

All email submissions must be clearly marked: "Solicitation# 70CMSW25R00000012 Volume (#) Proposal" in the subject line of the email(s).

The submissions should be in MS Word, MS Excel, PDF, or some combination thereof. Text shall not be font size smaller than 12-point. Font size smaller than 12-point may be used for graphics and tables but should not be smaller than 10-point font size. However, illegible fonts will not be evaluated.

Volume	Content	Page Limits*
Volume I	Factor 1: Experience Modification Rate (EMR) Report (Pass/Fail)	Limit of 3 pages
	Factor 2: Bonding Capacity (Pass/Fail)	Limit of 2 pages
	Factor 3: Past Performance	Limit of 2 pages per past performance example, for a total of 10 pages
	Factor 4: Management Plan	Limit of 5 pages.
	Factor 5: Small Business Subcontracting Plan	Limit of 18 pages
Volume II	Price Proposal	Attachment K for IDIQ Pricing and Attachment L for Scenarios and Port Isabel Pricing. Narrative limit of 4 pages with each attachment.

Proposal Volumes shall adhere to the page limitations addressed above. Title pages, tables of contents and cover pages are excluded from the page counts; however, shall not be more than 3 pages. Information that can be construed as belonging in one of the other sections of the proposal will be construed and counted against that section's page limitation.

If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

Proposal contents that exceed the page limitations stated in the table above shall be considered nonresponsive and will be eliminated from the competition. Note, executive summaries **DO** count towards the page limitations.

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Incomplete proposals may be a basis for determination of unacceptability of the proposal and removal of the proposal from consideration.

VOLUME I

FACTOR 1 – Experience Modification Rate (EMR) Report
Offeror shall provide a signed letter from their insurance carrier confirming their EMR scores of 1.0 or less (>1.0). for each of the last three (3) years.

FACTOR 2 - BONDING CAPACITY

Offeror shall provide a signed letter, from an approved surety, stating the offeror has, as a minimum, both a current bonding capacity for this acquisition of at least $10 million (per project) and at least $10 billion for the aggregate project amount. The letter shall include the name and telephone number of the Bonding Company(s). Such bonding capacity should meet the requirements of FAR 52.228-15, Performance and Payment Bonds - Construction.

FACTOR 3 - PAST PERFORMANCE INFORMATION

Past Performance Information: When providing past performance information, consideration should be given to those aspects of an offeror's, teaming partner's, and joint venture participant's contract history that would give the greatest ability to measure whether the offeror will satisfy the current procurement. Past performance demonstrates how work performed met or exceeded the contract requirements.

Past Performance Relevancy: In determining overall relevance for an individual offeror, consideration will be given to the efforts, or portion of the efforts, being proposed by the offeror and or team members. For this acquisition, past performance will be considered most relevant when it demonstrates management of multiple subcontractors having a broad range of skills and or performing work on multiple and concurrent general construction projects involving requirements that are comparable or of similar size, scope, and complexity as the technical work required and as identified in this solicitation.

- <u>Past Performance Information Summary</u>

  The offeror shall provide a Past Performance Information Summary identifying a maximum of three (3) recent and relevant projects that it has performed withing the last three (3) years as a prime contractor for projects similar in size, scope, and complexity as described in the solicitation with the most relevant contracts listed first. At a minimum include project title, price and customer contact

information. (A 'recent' contract is a contract/task order for work either completed or started within the past three years.) (A "relevant" contract is one that involves the requirements that are comparable or of similar size, scope, and complexity as the technical work required and as identified in this solicitation.) The government will evaluate the three (3) referenced contracts submitted by each offeror, however, the government has the discretion to consider and to evaluate other past performance data obtained from other sources and use that information in the evaluation and rating of the offerors' past performance.

The Summary for each project shall include the following information for each referenced contract or project:

i. Name of project and contract/order number
ii. Type of contract/order (i.e. Fixed Price, Cost Plus Award Fee, etc.)
iii. Period of performance
iv. Place of contract performance
v. Name and address of customer or Government Agency
vi. Name, telephone number and email address of Contracting Officer or customer equivalent
vii. Name, telephone number and email address of Project Manager or customer equivalent
viii. Current dollar value of contract/order or, for completed tasks the value at contract/order completion
ix. Dollar value of contract as initially awarded.
x. Synopsis of the scope of work and why it is considered recent and relevant to the solicitation. (i.e. General Construction, Design-Build, LEED, BIM, See paragraphs c – e below.)
xi. Significant accomplishments or aspects of projects that are considered beneficial to the customer.
xii. Teaming Partners Project Listing (if applicable)

- <u>Design-Build Performance</u>

Of the three (3) contracts submitted in the Past Performance Information Summary, an past performance evaluation on each offeror's overall Design-Build experience as it relates to recent and relevant contracts identified in the offeror's Construction Project Listing will be performed. Offerors shall provide the following:

i. Provide information on the design-build team, including management/ organizational structure, contractual arrangements, and lines of authority.
ii. Discuss the design-build implementation approach utilized. Address proposed vs. actual schedule, including any concurrent design and construction activities.
iii. Discuss the approach used to ensure the as-built construction satisfied all approved design requirements, including shop drawing review and approval process, and inspection, testing, and quality control procedures. Discuss the design team's associated interactions with and on behalf of the owner.
iv. Discuss the approach used to maintain control of project costs without compromising technical requirements and standards. Address any value engineering opportunities and recommendations.

v. Identify any challenges to successful completion of the project using the design-build procurement method.

i. Please provide your company's employee size.

Factor 4: Management Plan -

a. **Management Plan:** Provide a draft management plan (to be finalized no later than 15 calendar days after award).The plan shall clearly explain how the offerors labor, resources, materials, and suppliers will be coordinated to include leveraging subcontractors to ensure successful on time project completion that meets the government's requirements per the SOW. An organizational structure depicted through a chart to articulate home office support, on site management and how the chain of command will be leveraged to address any potential issues. The Management Plan will be evaluated to determine if the offeror effectively demonstrates a clear understanding of the project per the requirements outlined in the SOW and ability to coordinate the necessary resources to ensure the successful completion of the work and ensure adequate project oversight to meet the government's requirements. A Management Plan that does not demonstrate a clear understanding of the work per the requirements in the SOW, what is expected by the government, or the ability to coordinate the necessary resources will be considered to not meet the factor requirements. The proposal submission should also include the resume for the Project Manager. Resume will not be included in the page limit.

b. **Key Personnel: (*Resumes should comply with the qualifications outlined in the SOW and shall detail relevant professional experiences, especially work on federal installations, demonstrating the ability to complete the specific SOW tasks*.**
Project Manager Qualifications: BS degree in an appropriate field in at least the following: (Building Engineering, Civil Engineering, Construction Management, Architecture, Construction Engineering). Shall have at least 10 years of experience managing construction projects of similar size and value. The Project manager must be capable of reading, writing, and conversing fluently in the English language.

Designer-of-Record Qualifications: The design shall be accomplished by a professional Architect Engineering firm (serving as the Designer of Record) with at least 5 years of experience in design related to projects of similar size, value, and scope. The Designer of Record shall be a registered Professional Engineer in the state the work is being performed.

Registered Design Professionals Qualifications: Registered Design Professionals, who will be responsible for each discipline of the design, shall be registered professionals (professional engineer, registered architect) in a state within the United States of America.

Superintendent: Provide a project superintendent with a minimum of 10 years' experience in construction with at least 5 of those years as a superintendent on projects similar in size and complexity. The individual must be familiar with and have experience in the areas of hazard identification and safety compliance. The individual must be capable of interpreting a critical path schedule and construction drawings. The qualification requirements for the alternate superintendent are the same as for the project superintendent. Minimum Communication Requirements: Have at least one qualified superintendent, or competent alternate, capable of

reading, writing, and conversing fluently in the English language, on the jobsite always during the performance of Contract work. The project superintendent is primarily responsible for managing subcontractors and coordinating day-to-day production and schedule adherence on the project. The superintendent is required to attend partnering meetings, and quality control meetings. The superintendent or qualified alternative must be on-site at all times during the performance of this contract until the work is completed and accepted.

QA/QC Supervisor –The QC Manager must be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of five years construction quality control experience on construction similar to this Contract or a construction person with a minimum of ten years of construction experience, of which a minimum of five years' experience must be in construction quality control on construction similar to this contract. The QC Manager and all members of the QC organization must be capable of reading, writing, and conversing fluently in the English language.

A Certificate of Availability shall be provided for the Key Personnel positions. Offerors shall provide the following certification: "I certify that each individual proposed as Key Personnel was contacted after the issue date of the subject RFP and that each individual has confirmed that they are available for contract performance."

c. **Preliminary Project Schedule** – Provide a project schedule (to be finalized after award). The schedule will be evaluated to determine if the offeror clearly demonstrates an understanding of the project schedule required to ensure timely and successful project completion. A Preliminary Project Schedule that does not demonstrate a clear understanding of required sequences of work along with completion dates (through the elements below and as stipulated in the SOW) will be considered to not meet the factor requirements.

The preliminary project schedule shall clearly explain the following elements at a minimum:

- Prepare a Preliminary Project Schedule, pursuant to FAR Clause 52.236-15 Schedules for Construction Contracts. Show in the schedule the proposed sequence to perform the work and dates contemplated for starting and completing all scheduled activities. The scheduling of the entire project is required, to include the design phase.
- Develop the Preliminary Project Schedule to the level of detail to address major milestones and to allow for satisfactory project planning and execution. Failure to develop the Project Schedule to an appropriate level of detail will result in it being determined unacceptable.
- Show all activities on the critical path. The critical path is defined as the longest path.

Factor 5: Small Business Subcontracting Plan

DHS FY 2026 Prime Contracting Small Business Goals

Category	FY26 ICE Goals
SB Prime Goal	**39.0%**

SDB Prime Goal[1]	**5.0%**
HUBZone Prime Goal	**3.0%**
SDVOSB Prime Goal	**5.0%**
WOSB Prime Goal	**5.0%**

VOLUME II – PRICE AND OTHER REQUIRED DOCUMENTATION FOR AWARD

PRICE: There are 7 scenario projects and two viable (Port Isabel Processing Center and Fort Benning) project included in this solicitation, each includes a project to be performed at a participating ICE location. (Reference Section J Attachments A-H). All Offerors responding to this solicitation shall propose pricing for the base IDIQ using Attachment K and all Initial "Scenario" SATOC and "Viable" SATOC using Attachment L.

The total overall cost of the base IDIQ and scenario projects and Port Isabel Processing Center project will be utilized for evaluation of the price factor for award of the IDIQ contracts.

Contractors who have Joint Ventures and Teaming Agreements must provide a signed copy of their Joint Venture Agreement and Teaming Agreement conveying who the controlling entity will be for this contract.

Organizational Conflict of Interest Mitigation Plan. **Only required when an offeror identifies possible OCIs may exist in a SATOC issued under this IDIQ Solicitation/contract and proposes methods to resolve the conflicts.**

L.11 PAYMENT OF PROPOSAL COSTS

This solicitation does not commit the government to pay any cost incurred in the submission of the proposal or in making necessary studies or designs for the preparation thereof, nor to contract for services or supplies.

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL

Proposals will be evaluated by the evaluation team in accordance with applicable regulations, which include the FAR and the HSAR. The evaluation team will perform the evaluation activities and will report its findings to the Source Selection Authority (SSA) who is responsible for making the source selection decision. Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, as well as those items identified as evaluation factors. Incomplete proposals may be a basis for determination of unacceptability of the proposal and removal of the proposal from consideration.

Offerors must meet the appropriate Bonding Capacity Documentation (Required Proposal Content, Volume 1, "Bonding Capacity"). A contractor may only receive one award from this solicitation.

M.2 BASIS FOR AWARD

This competitive best value source selection will be conducted in accordance with Federal Acquisition Regulation (FAR) Part 15. Awards will be made to offerors who are deemed responsible in accordance with Federal Acquisition Regulation (FAR) Part 9; whose proposal conforms to the solicitation's requirements, and is determined, by an integrated assessment of the evaluation criteria to represent the Best Value to the Government, consistent with the Performance Price Tradeoff (PPTO) procedures identified below.

M.3 AWARD WITHOUT DISCUSSIONS

This procurement will be conducted utilizing the Performance Price Tradeoff process. The Government intends to evaluate proposals and award contracts without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer

later determines them to be necessary. Single awards will be made as a result of this solicitation. Pursuant to FAR 15.306(c)(2), if discussions are to be conducted, the competitive range may be limited for purposes of efficiency.

M.4 EVALUATION FACTORS AND THEIR RELATIVE IMPORTANCE

The following factors shall be used to evaluate offerors:

i. Factor 1: EMR Report **(Go/No G**o)
ii. Factor 2: Bonding Capacity **(Acceptable/Unacceptable**)
iii. Factor 3 – Past Performance
iv. Factor 4 – Management Plan
v. Factor 5 – Small Business Subcontracting Plan
vi. Factor 6 – Price (for each CLIN)

Factor 1 – EMR Report and Factor 2 – Bonding Capacity are significantly more important than Factors 3, 4, and 5, Factor 3 - Past Performance is significantly more important than Factor 4 – Management Plan, and Factor 5 – Small Business Subcontracting Plan. Factors 4, and 5 are of equal importance. All technical factors when combined are approximately equal to price.

Factor 1 – EMR Report:

The Government will evaluate the EMR Report, which shall be assessed on a go/no go basis. The offeror's EMR score shall be 1.0 or less (>1.0). for each of the last three (3) years.

Factor 2, Bonding Capacity:

The Government will evaluate the Offeror's bonding capacity, which shall be assessed on an **acceptable or unacceptable** basis. The offerors' bonding documentation will be evaluated to ensure that the Offeror has submitted sufficient and verifiable data that validates the offerors' ability to meet, as a minimum, both a single project bonding capacity of at least $10M per project and at least $10 B for the aggregate bonding capacity. Offerors with insufficient bonding capacity are unacceptable and will be eliminated from further consideration.

Factor 3, Past Performance Evaluation:

The Government will evaluate relevant past performance to determine how well similar work has been performed, using this information as an indicator of the offeror's ability to fulfill contract requirements.

ICE will evaluate past performance information submitted in accordance with Section L.10, as well as data from other sources, including the Contractor Performance Assessment Reporting System (CPARS) and any other sources known to the Government. This evaluation will consider how well offeror achieved contract objectives such as technical performance, management, safety/quality control, cost, and small business subcontracting on related projects. Attachment I, the "Past Performance Questionnaire," is used by ICE to record past performance information; offerors are not required to take any action regarding this form.

Using performance information submitted by the offeror, and performance information independently obtained by the Government, will evaluate the recency, relevancy and performance of all efforts evaluated for the offeror. The integration of information evaluated for each proposal will result in an overall past performance confidence assessment rating. The rating represents an integrated assessment of (1) the Offeror's recent and relevant performance; and (2) the recent and relevant performance of any teaming partner(s) or joint venture participant whose efforts will meaningfully influence performance of the contract.

Recent is defined as a contract/SATOC for work either completed or started within the past three years (from the date this solicitation is issued).

Relevant is comprised of projects of similar Size, Scope, and Complexity.

Size is described as projects exceeding $500,000.00.

Scope includes General Construction Contracts involving aspects of Design Build, LEED, BIM within the Mechanical, Civil, and Electrical Engineering Disciplines.

Complexity involves management of Single subcontractors in Single engineering disciplines in a particular contractual effort, as well as involvement in Single contractual efforts performed concurrently.

Past Performance will only be assessed on recent and relevant projects exceeding $10,000,000.00 ($10M) and shall be evaluated using the following confidence ratings defined below.

Ratings	Definitions
High Confidence	The government has **high confidence** that the offeror's experience will aid in successfully performing under the Contract.
Some Confidence	The government has **some confidence** that the offeror's experience will aid in successfully performing under the Contract.
Low Confidence	The government has **low confidence** that the offeror's experience will aid in successfully performing under the Contract.
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.

Factor 4 - Management Plan

Management Plan: Provide a draft management plan (to be finalized no later than 15 calendar days after award).The plan shall clearly explain how the offerors labor, resources, materials, and suppliers will be coordinated to include leveraging subcontractors to ensure successful on time

project completion that meets the government's requirements per the SOW. An organizational structure depicted through a chart to articulate home office support, on site management and how the chain of command will be leveraged to address any potential issues. The Management Plan will be evaluated to determine if the offeror effectively demonstrates a clear understanding of the project per the requirements outlined in the SOW and ability to coordinate the necessary resources to ensure the successful completion of the work and ensure adequate project oversight to meet the government's requirements. A Management Plan that does not demonstrate a clear understanding of the work per the requirements in the SOW, what is expected by the government, or the ability to coordinate the necessary resources will be considered to not meet the factor requirements. The proposal submission should also include the resume for the Project Manager. Resume will not be included in the page limit.

Key Personnel: (*Resumes should comply with the qualifications outlined in the SOW and shall detail relevant professional experiences, especially work on federal installations, demonstrating the ability to complete the specific SOW tasks*.

Project Manager Qualifications: BS degree in an appropriate field in at least the following: (Building Engineering, Civil Engineering, Construction Management, Architecture, Construction Engineering). Shall have at least 10 years of experience managing construction projects of similar size and value. The Project manager must be capable of reading, writing, and conversing fluently in the English language.

Designer-of-Record Qualifications: The design shall be accomplished by a professional Architect Engineering firm (serving as the Designer of Record) with at least 5 years of experience in design related to projects of similar size, value, and scope. The Designer of Record shall be a registered Professional Engineer in the state the work is being performed.

Registered Design Professionals Qualifications: Registered Design Professionals, who will be responsible for each discipline of the design, shall be registered professionals (professional engineer, registered architect) in a state within the United States of America.

Superintendent: Provide a project superintendent with a minimum of 10 years' experience in construction with at least 5 of those years as a superintendent on projects similar in size and complexity. The individual must be familiar with and have experience in the areas of hazard identification and safety compliance. The individual must be capable of interpreting a critical path schedule and construction drawings. The qualification requirements for the alternate superintendent are the same as for the project superintendent. Minimum Communication Requirements: Have at least one qualified superintendent, or competent alternate, capable of reading, writing, and conversing fluently in the English language, on the jobsite always during the performance of Contract work. The project superintendent is primarily responsible for managing subcontractors and coordinating day-to-day production and schedule adherence on the project. The superintendent is required to attend partnering meetings, and quality control meetings. The superintendent or qualified alternative must be on-site at all times during the performance of this contract until the work is completed and accepted.

QA/QC Supervisor –The QC Manager must be a graduate engineer, graduate architect, or a

graduate of construction management, with a minimum of five years construction quality control experience on construction similar to this Contract or a construction person with a minimum of ten years of construction experience, of which a minimum of five years' experience must be in construction quality control on construction similar to this contract. The QC Manager and all members of the QC organization must be capable of reading, writing, and conversing fluently in the English language.

A Certificate of Availability shall be provided for the Key Personnel positions. Offerors shall provide the following certification: "I certify that each individual proposed as Key Personnel was contacted after the issue date of the subject RFP and that each individual has confirmed that they are available for contract performance."

d. **Preliminary Project Schedule** – Provide a project schedule (to be finalized after award). The schedule will be evaluated to determine if the offeror clearly demonstrates an understanding of the project schedule required to ensure timely and successful project completion. A Preliminary Project Schedule that does not demonstrate a clear understanding of required sequences of work along with completion dates (through the elements below and as stipulated in the SOW) will be considered to not meet the factor requirements.

The preliminary project schedule shall clearly explain the following elements at a minimum:

- Prepare a Preliminary Project Schedule, pursuant to FAR Clause 52.236-15 Schedules for Construction Contracts. Show in the schedule the proposed sequence to perform the work and dates contemplated for starting and completing all scheduled activities. The scheduling of the entire project is required, to include the design phase.
- Develop the Preliminary Project Schedule to the level of detail to address major milestones and to allow for satisfactory project planning and execution. Failure to develop the Project Schedule to an appropriate level of detail will result in it being determined unacceptable.
- Show all activities on the critical path. The critical path is defined as the longest path.

Factor 5 – Small Business Subcontracting Plan

Contractors will submit a small business subcontracting plan which outlines meeting the SB goals outlined below:

DHS FY 2026 Prime Contracting Small Business Goals

Category	FY26 ICE Goals
SB Prime Goal	**39.0%**
SDB Prime Goal[1]	**5.0%**

HUBZone Prime Goal	**3.0%**
SDVOSB Prime Goal	**5.0%**
WOSB Prime Goal	**5.0%**

Factor 4 – Management Plan and Factor 5 - Small Business Subcontracting Plan shall be rated adjectively based on confidence rating in accordance with the following table:

CONFIDENCE RATING	DEFINITIONS
Very High Level of Confidence	The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort.
High Level of Confidence	The offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Based on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort.
Moderate Level of Confidence	The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)

Low Level of Confidence	The offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offeror's performance record, there is a low level of confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)
Very Low Level of Confidence	The offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which, adversely affected overall performance. Based on the offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)
Neutral	In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a) (2) (ii) and (iv)).

Factor 6, Price: Proposed prices shall be evaluated on total overall cost of the base IDIQ and scenario projects for award of the IDIQ contracts.

The contracting officer separately will determine whether the total proposed prices are fair and reasonable using the price analysis techniques under FAR 15.404-1(b).

M.5 SOURCE SELECTION DECISION

Up to nine (9) awards may be made as a result of this solicitation. A contractor may only receive up to two (2) awards or two IDIQ awards/sites.

Factor 1 – EMR Report and Factor 2 – Bonding Capacity are significantly more important than Factors 3, 4, and 5, Factor 3 - Past Performance is significantly more important than Factor 4 – Management Plan, and Factor 5 – Small Business Subcontracting Plan. Factors 4, and 5 are of equal importance. All technical factors when combined are approximately equal to price.

[END OF SECTION]