

Company Name:  
Kroll Government Services

Contract Number:  
GS-02F-0054S (GS02F0054S)

Order Number:  
HSCEOP-07-F-01096 (HSCEOP07F01096)

Requisition Number:  
SEC-07-020

Period of Performance:  
9/1/2007 through 8/31/2012

Services Provided:  
Performance Metrics Conditions for Contracted Personnel Security Investigations;  
Background Investigation Support Services.

**ORDER FOR SUPPLIES OR SERVICES**

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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 08/13/2007		2. CONTRACT NO. (if any) 05-02P-0054S		6. SHIP TO: <b>a. NAME OF CONSIGNEE</b> DHS-ICE	
3. ORDER NO. HSCBOP-07-P-01096		4. REQUISITION/REFERENCE NO. SEC-07-020		b. STREET ADDRESS 425 I Street, NW Room 3038 Attn: Dawn Edwards	
5. ISSUING OFFICE (Address correspondence to) ICE/Mission Support/OAQ Dallas Immigration and Customs Enforcement Office of Acquisition Management 7701 N. Steemans Freeway, Suite 300 Dallas TX 75247				c. CITY Washington	
				d. STATE DC	e. ZIP CODE 20536
7. TO: <b>a. NAME OF CONTRACTOR</b> KROLL GOVERNMENT SERVICES INC					
<b>b. COMPANY NAME</b>					
<b>c. STREET ADDRESS</b> 11411 ISAAC NEWTON SQUARE SOUTH					
d. CITY RESTON			e. STATE VA	f. ZIP CODE 201990005	
9. ACCOUNTING AND APPROPRIATION DATA See Text Below				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE REFERENCE YOUR Quote dtd 04-27-07  <input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
10. REQUISITIONING OFFICE ICE Ofc of Professional Responsibility				11. BUSINESS CLASSIFICATION (Check appropriate boxes) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> e. WOMEN-OWNED <input type="checkbox"/> f. HUBZone <input type="checkbox"/> g. EMERGING SMALL BUSINESS	
11. PLACE OF		12. GOVERNMENT BR. NO.		12. F.O.B. POINT Destination	
a. INSPECTION Destination		b. ACCEPTANCE Destination		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 08/31/2009	
16. DISCOUNT TERMS					

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Task ID Number: 02-2003505 GUNS Number: 100067230 DBL NOC - Dawn Edwards, 202-397-3111 Period of Performance: 09/01/2007 to 12/31/2012 Not included...					

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18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME U.S. Dept. Of Homeland Security				\$5,000,000.00		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Immigration and Customs Enforcement 425 I Street, NW Rm 3038 Attn: Dawn Edwards						
c. CITY Washington		d. STATE DC	e. ZIP CODE 20536	\$5,000,000.00		
22. UNITED STATES OF AMERICA BY (Signature):				23. NAME (Typed) Bobby L. Crockett TITLE: CONTRACTING/ORDERING OFFICER		

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Prescribed by GSA/FAR 48 CFR 53.213(n)

**FFMS OBLIGATED**

9-5-07

**ORDER FOR SUPPLIES OR SERVICES  
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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.

09/13/2007 GS-02F-0054S

ORDER NO.

HSCEOP-07-F-01096

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	CLIN0001 Single Scope Background Investigation (SSBI)		EA		0.00	
0002	CLIN0002 Background Investigation (BI)		EA		0.00	
0003	CLIN0003 Single Scope Background Investigation-Periodic Reinvestigation (SSBI-PR)		EA		0.00	
0004	CLIN0004 Limited Background Investigation (LBI)		EA		0.00	
0005	CLIN0005 Minimum Background Investigation (MBI)		EA		0.00	
0006	CLIN0006 Upgraded Investigation (UGI)		EA		0.00	
0007	CLIN0007 Updated Background Investigation (UDI)		EA		0.00	
0008	CLIN0008 Additional Lead Activity (ADL)		HR		0.00	
0009	CLIN0009 Expedited Cases, 14 Calendar days or less delivery time for above products. Base cost plus 25% incentive.		EA		0.00	
0010	CLIN0010 Credit Reports Option Year One (1)		EA		0.00	
0011	CLIN1001 Single Scope Background Investigation (SSBI)		EA		0.00	
0012	CLIN1002 Background Investigation (BI)		EA		0.00	
0013	CLIN1003 Single Scope background Investigation-Periodic Reinvestigation (SSBI-PR)		EA		0.00	
0014	CLIN1004 Limited Background Investigation (LBI)		EA		0.00	
0015	CLIN1005 Minimum Background Investigation (MBI)		EA		0.00	
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DATE OF ORDER: 08/13/2007  
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0016	CLIN1006 Upgraded Investigation (UGI)		EA	[REDACTED]	0.00	
0017	CLIN1007 Updated Background Investigation (UDI)		EA		0.00	
0018	CLIN1008 Additional Lead Activity (ADL)		HR		0.00	
0019	CLIN1009 Expedited Cases, 14 calendar days or less delivery time for above products, Base price plus 25% incentive				0.00	
0020	CLIN1010 Credit Reports Option Year Two (2)		EA		0.00	
0021	CLIN2001 Single Scope Background Investigation (SSBI)		EA		0.00	
0022	CLIN2002 Background Investigation (BI)		EA		0.00	
0023	CLIN2003 Single Scope Background Investigation-Periodic Reinvestigation (SSBI-PR)		EA		0.00	
0024	CLIN2004 Limited Background Investigation (LBI)		EA		0.00	
0025	CLIN2005 Minimum Background Investigation (MBI)		EA		0.00	
0026	CLIN2006 Upgraded Investigation (UGI)		EA		0.00	
0027	CLIN2007 Updated Background Investigation (UDI)		EA		0.00	
0028	CLIN2008 Additional Lead Activity (ADL)		HR		0.00	
0029	CLIN2009 Expedited Cases, 14 calendar days or less delivery time for above products. Base price plus 25% incentive.		EA		0.00	
0030	CLIN2010 Credit Reports Option Year Three (3)		EA		0.00	
0031	CLIN3001 Single Scope Background Continued ...		EA		0.00	

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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Investigation (SSBI)					
0032	CLIN3002 Background Investigation (BI)		EA		0.00	
0033	CLIN3003 Single Scope Background Investigation-Periodic Reinvestigation (SSBI-PR)		EA		0.00	
0034	CLIN3004 Limited Background Investigation (LBI)		EA		0.00	
0035	CLIN3005 Minimum Background Investigation (MBI)		EA		0.00	
0036	CLIN3006 Upgraded Investigation (UGI)		EA		0.00	
0037	CLIN3007 Updated Background Investigation (UDI)		EA		0.00	
0038	CLIN3008 Additional Lead Activity (ADL)		HR		0.00	
0039	CLIN3009 Expedited Cases, 14 calendar days or less delivery time for the above products. Base price plus 25% incentive.		EA		0.00	
0040	CLIN3010 Credit Reports  Option Year Four (S)		EA		0.00	
0041	CLIN4001 Single Scope Background Investigation (SSBI)		EA		0.00	
0042	CLIN4002 Background Investigation (BI)		EA		0.00	
0043	CLIN4003 Single Scope Background Investigation-Periodic Reinvestigation (SSBI-PR)		EA		0.00	
0044	CLIN4004 Limited Background Investigation (LBI)		EA		0.00	
0045	CLIN4005 Minimum Background Investigation (MBI)		EA		0.00	
0046	CLIN4006 Upgraded Investigation (UGI)		EA		0.00	
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0047	CLIN4007 Updated Background Investigation (UDI)		EA		0.00	
0048	CLIN4008 Additional Lead Activity (ADL)		HR		0.00	
0049	CLIN4009 Expedited Cases, 14 calendar days or less delivery time for above products. Base price plus 25% incentive.		EA		0.00	
0050	CLIN4010 Credit Reports		EA		0.00	
0051	[REDACTED] \$999,417.00	1	YR	[REDACTED]	999,417.00	
0052	[REDACTED] \$1,600,000.00	1	YR	[REDACTED]	1,600,000.00	
0053	[REDACTED] 300,000.00	1	YR	[REDACTED]	1,300,000.00	
0054	[REDACTED] \$1,100,000.00	1	YR	[REDACTED]	1,100,000.00	
0055	[REDACTED] \$583.00	1	YR	[REDACTED]	583.00	
<p>The purpose of this task order written against Federal Supply Schedule GS-02F-0054S is to acquire support services for the performance of background investigations for current and prospective employees of U.S. Immigration and Customs Enforcement. The Contractor submitted, and the Government accepts in its entirety, a Statement of Work in response to a Statement of Objectives published by the Government. That Statement of Work is hereby incorporated into this task order as Attachment A.</p> <p>Continued ...</p>						

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**ORDER FOR SUPPLIES OR SERVICES  
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The period of performance for this task order consists of a base year and four one-year optional periods of performance. These periods of performance are as follows:</p> <ol style="list-style-type: none"> <li>1. Base Year: September 1, 2007 - August 31, 2008</li> <li>2. Option Year 1: September 1, 2008 - August 31, 2009</li> <li>3. Option Year 2: September 1, 2009 - August 31, 2010</li> <li>4. Option Year 3: September 1, 2010 - August 31, 2011</li> <li>5. Option Year 4: September 1, 2011 - August 31, 2012</li> </ol> <p>The program office allocated funding for this task order based on historical data. The Government reserves the right to increase the work within scope on this task order by as much as 20% during the base or any optional period of performance should the requirement arise to do so. This is a Firm Fixed-Price task order with incentives and disincentives. The metrics for the application of incentives or disincentives comprises Attachment B to this task order. The pricing for the task order is for the completion of individual types of investigations, as submitted by the Contractor.</p> <p>US Immigrations and Customs Enforcement includes the following clauses to this task order:</p> <p>52.217-8 Option to Extend Services. OPTION TO EXTEND SERVICES (NOV 1999) The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total Continued ...</p>					

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CONTRACT NO.

ORDER NO.

09/11/2007

GS-01P-0054S

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ITEM NO (A)	SUPPLIES-SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the period of performance to be extended. (End of clause)</p> <p>52.017-9 Option to Extend the Term of the Contract. 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 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. (b) If the Government exercises this option, the extended contract shall be considered to include this option clause. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months. (End of clause)</p> <p>HSAR 3052.209-70 Prohibition on contracts with corporate expatriates.  PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006) (a) Prohibitions. Section 835 of the Homeland Security Act, 6 U.S.C. 835, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national Continued ...</p>					

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>security.</p> <p>(b) Definitions. As used in this clause: Expanded Afiliated 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.</p> <p>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.</p> <p>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):</p> <p>(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;</p> <p>(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held</p> <p>(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</p> <p>(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</p> <p>(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</p> <p>Continued ...</p>					

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>created or organized when compared to the total business activities of such expanded affiliated group.</p> <p>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.</p> <p>(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.</p> <p>(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:</p> <p>(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or</p> <p>(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).</p> <p>(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.</p> <p>(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.</p> <p>(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</p> <p>Continued ...</p>					

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HSCEOP-07-F-01096

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.</p> <p>(e) Treatment of Certain Rights.</p> <p>(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:</p> <p>(i) warrants;</p> <p>(ii) options;</p> <p>(iii) contracts to acquire stock;</p> <p>(iv) convertible debt instruments; and</p> <p>(v) others similar interests.</p> <p>(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 935.</p> <p>(f) Disclosure. The offeror under this solicitation represents that (Check one):</p> <p><input checked="" type="checkbox"/> it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;</p> <p><input type="checkbox"/> it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or</p> <p><input type="checkbox"/> it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.</p> <p>(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.</p> <p>Continued ...</p>					

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DATE OF ORDER CONTRACT NO.

05/13/2007 GS-02F-00548

ORDER NO.

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>(End of provision)</p> <p>HSAR 2052.209-72 Organizational Conflict of Interest.</p> <p><b>ORGANIZATIONAL CONFLICT OF INTEREST (UN 2006)</b></p> <p>(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting pursuant to the performance of background investigations.</p> <p>(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.</p> <p>(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:</p> <p>___ (1) it is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or</p> <p>___ (2) it has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.</p> <p>(d) Mitigation. If an offeror with a</p> <p>Continued ...</p>					

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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.</p> <p>(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.</p> <p>(f) Cooperation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestitures that may affect this provision.</p> <p>(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold. (End of provision)</p> <p>HSAR 3052.215-70 Key personnel or facilities. KEY PERSONNEL OR FACILITIES (DEC 2003)</p> <p>(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 Continued ...</p>					

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>appropriate.</p> <p>(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:</p> <p>Jefferey Schlanger, Program Executive Daniel M. Sweet, Project Manager Joann H. Beacham, Regional Manager Russell M. Caudill, Regional Manager James P. McAndrew, Regional Manager Matthew C. Vlcej, Regional Manager (End of clause)</p> <p>HSAR 3052.242-72 Contracting officer's technical representative. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)</p> <p>(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR. Continued ...</p>					

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DATE OF ORDER 06/13/2007 CONTRACT NO GS-02F-0054S

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HSCEOP-07-F-01096

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>under the contract.</p> <p>(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer. (End of clause)</p> <p>In the event that a conflict arises between these clauses and the Federal Supply Schedule Clauses/terms and conditions, then the terms and conditions of Federal Supply Schedule GS-02F-0054S shall take precedence.</p> <p>This order is issued in the form of an offer to the named contractor for performance/delivery of the services/supplies listed/described above, in accordance with the terms and conditions included herein. The offer shall expire unless the Contracting Officer receives written notice of acceptance from the Contractor within five (5) calendar days after the date of receipt of order. Such notice shall be affected by the Contractor's signing of the order in the space provided below and returning one signed copy of the order to the Contracting Officer within the time period specified above. The Contractor is encouraged to transmit such acceptance to the Contracting Officer via fax at (214) 905-5568.</p> <p>Signature</p> <p>Title</p> <p>Date</p> <p>FOR COMMUNICATION OF THIS ORDER</p> <p>All communications and invoices must Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(F))

ORDER # SUPPLIES OR SERVICES

PAGE OF PAGES

SCHEDULE - CONTINUATION

15

54

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO

ORDER NO.

08/13/2007

GS-02F-0054S

HSCEOP-07-F-01096

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>reference the order number shown in block #3 on page 1 of the DELIVERY order. Payment inquiries should be directed to Dallas Finance Center (214) 915-4277. Direct other inquiries to Bobby Crockett in the issuing office at (202) 905-5408, or you can send E-mail to bobby.crockett@dhs.gov</p> <p>NOTE: The contractor should not accept any instruction that results in a change to the supplies/services ordered herein from an Entity or individual other than a Contracting Officer at the issuing office.</p> <p>CONTACT INFORMATION: Procurement POC is Bobby Crockett (214) 905-5408 Program POC is Dawn S. Edwards (202) 307-3111</p> <p>INVOICE INSTRUCTIONS: Send one original invoice to the Program Office POC. The program official must determine if goods/services have been received and accepted before the Dallas Finance Center can process the invoice for payment.</p> <p>Payment will be made based on receipt of a proper invoice and satisfactory contractor performance. The elements of a proper invoice are described at Federal Acquisition Regulation 32.905. In addition to these items, the invoice must include: (1) the award document number (it is the identifier that begins with "HSCEOP"), (2) the requisition/purchase request number (generally the number in block 4) and (3) the name of the contracting officer's technical representative or other receiving official.</p> <p>All vendor warranties, explicit or implicit, pertaining to the items or services identified on this order are Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))



**ORDER # SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE OF PAGES

16 54

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER

CONTRACT NO.

ORDER NO.

08/13/2007

GS-02F-0054S

HSCEOP-07-F-01096

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>incorporated as a part of this order.</p> <p>Vendor: Your Taxpayer Identification Number (TIN) is required on all invoices submitted to DHS for payment to be processed.</p> <p>The total amount of award: \$5,000,000.00. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**Task Order: HSCEOP-07-F-01096**

**ATTACHMENT B  
PERFORMANCE METRICS CONDITIONS  
FOR  
CONTRACTED PERSONNEL SECURITY  
INVESTIGATIONS**



**ICE Headquarters Procurement Division  
425 I Street, NW, R.2208  
Washington, D.C. 20536**

**Immigration and Customs Enforcement**

**Performance Metrics Conditions**  
**For Contracted Personnel Security Investigations**

The Contracting Officers Technical Representative (COTR) will oversee the management of the contract. Other methods used to manage the contract shall be through PSU review of the contractor's work products, quality assurance reviews and use of the following performance metrics conditions:

1. The type of investigative product will determine the initial price. All pricing will be based on a completed investigation regardless of the number of leads/actions required to complete the investigation.
2. The contractor shall incur all costs associated with pick up of material and delivery of a final product. The method(s) of pick up and delivery of product shall be approved by ICE prior to implementation of change. If a courier service is used, they shall be bonded and suitable in accordance with GSA specifications.
3. Cancellation of investigations by the Government will be priced as follows:
  - a. Cancelled 0 – 5 days: 10% of base price of case (60 day price)
  - b. Cancelled 6 – 15 days: 25% of base price of case (60 day price)
  - c. Cancelled 16 – 40 days: 50% of base price of case (60 day price)
  - d. Cancelled 41 days: Full base price (60 day price)
4. Call-In and ROI Delivery Incentive/Disincentive Plan: There are 2 components of this plan; the Call-In and the completed ROI. They are defined as:
  - a. The Call-In is defined as: A formal notification to ICE/OPR/PSU within 35 days of the scheduled start date of the investigation. The Call-In shall include at a minimum the following: Type of investigation, status of investigation (the leads that have been completed and/or leads that are outstanding); Subject Interview results; most recent employment (4 months or longer) with local agency checks; current residence (4 months or longer) with local agency checks; estimated completion date of investigation and a concise synopsis of derogatory, sensitive or any other information that will affect prompt adjudication.
  - b. The ROI is defined as the formal completed report encompassing all aspects of the investigation that is accepted by the Government as complete.

- c. Based upon the required delivery of the Call-In at the 35 days the following incentives/disincentives will be applicable, provided the requested product(s) are accepted by the Government and deemed complete:

1) 1 – 30 Days	5% Incentive of the Base Price
2) 31 – 35 Days	No Incentive/Disincentive
3) 36 Days or more	5% Disincentive of the Base Price

- d. Based upon required delivery of ROIs at the 60 day mark, the following incentive/disincentives will be applicable, provided the requested product(s) are accepted by the Government and deemed complete:

1) 1 – 29 Days	15% Incentive of the Base Price
2) 30 – 45 Days	10% Incentive of the Base Price
3) 46 – 60 Days	Full Base Price
4) 61 – 74 Days	-10% Disincentive of the Base Price
5) 75 Days or more	-20% Disincentive of the Base Price

An example: Base Price of case at 60 Days: \$2000

- Delivered Completed: Day 20 = \$2000 (ROI base price) + \$300 (15%) + \$100 (Call-In accepted 5%) = \$2400
  - Delivered Completed: Day 40 = \$2000 (ROI base price) + \$200 (10%) - \$100 (Call-In not received/accepted) = \$2100
  - Delivered Completed: Day 60 = \$2000 (ROI base price) + \$0 (Call-In received/accepted day 35) = \$2000
  - Delivered Completed: Day 70 = \$2000 (ROI base price) - \$200 (-10%) + \$100 (Call-In received/accepted) = \$1900
  - Delivered Completed: Day 80 = \$2000 (ROI base price) - \$400 (-20%) - \$100 (Call-In not received/accepted) = \$1500
5. Additional leads directed by the Program Office after the investigation is completed to obtain information outside the scope of the investigation will be billed at a flat rate yet to be negotiated.
6. Expedited cases shall be completed in fourteen (14 ) days or less. A flat 25% incentive will apply for all completed and delivered cases requested under this category. Should the contractor be unable to complete these special request cases in the stated time frame, payment will revert to the normal disincentive rate beginning with –10%.
7. All awards will be for one (1) base year and four (4) option years to be awarded at the discretion of the Government.

**RFQ: HSCEOP-07-Q-00028**

**REQUEST FOR QUOTES  
FOR  
CONTRACTED PERSONNEL SECURITY  
INVESTIGATIONS**



**ICE Headquarters Procurement Division  
425 I Street, NW, R.2208  
Washington, D.C. 20536**

**RFQ: HSCEOP-07-Q-00028**

March 16, 2007

Dear Potential Offer:

The Department of Homeland Security, Immigrations and Customs Enforcement (ICE) will place multiple task orders against the General Services Administration (GSA) Federal Supply Schedules (FSS) for Background Investigation Support Services. The support services required must satisfy the requirements described in Attachment A, Statement of Objectives. This task order shall have a period of performance consisting of a base year from July 1, 2007 through June 30, 2008, with four (4) available option years (July 1, 2008 through June 30, 2009; July 1, 2009 through June 30, 2010; July 1, 2010 through June 30, 2011; and July 1, 2011 through June 30, 2012). The task orders to obligate funding will be issued based on proposals that address the requirements found in the Statement of Objectives:

Attachment A – Statement of Objectives

**INSTRUCTIONS**

ICE will conduct an in-depth, detailed evaluation of the proposals submitted in response to this request. Offeror's should include their best pricing and cost proposals. The written response (Statement of Work) to the Statement of Objectives must address all facets of the investigation process in detail. The Government intends to award task orders to multiple contractors to satisfy this requirement.

**I: WRITTEN RESPONSE**

The Offerors will provide a detailed Statement of Work (SOW) to satisfy the programmatic requirements found in the Statement of Objectives (SOO). Extraneous narrative material shall not be submitted. The information provided shall be specific and relevant, providing a straightforward, concise platform for the evaluation of the offeror's ability to satisfy this requirement. The SOW must address each of the objectives listed in the SOO in sufficient detail to provide a logical road map for the investigative process from receipt of names through completion of the investigation. Statements of Work will have a page limit of 80 pages.

Additionally, Contractors submitting proposals will make an oral presentation of their proposal. These oral presentations will not exceed one hour in length, to include a question and answer session. Once the Government receives the written responses to this request, offerors will receive a place, date and time for their oral presentations.

Finally, contractors will submit resumes for key personnel and corporate officers expected to participate in the operations that fulfill the requirements identified in the SOO.

## **II: PAST PERFORMANCE**

Contractors will submit a minimum of three (3) up to a maximum of (5) references for past performance evaluation. The contractor will provide a copy of the Past Performance Questionnaire found at Attachment B to the references for submission to the ICE Office of Acquisition. Furthermore, the contractor will provide the completed form for the intended references found at the last page of the questionnaire. Additionally, ICE may check other references in addition to those provided by the contractor. Past Performance References are due no later than 5:00 p.m. EDT, Wednesday, April 12, 2007. These past performance questionnaires and the completed form with expected references may be submitted via hard copy to:

**Immigration and Customs Enforcement, Attn: B. Crockett or C. Wells, 425 I Street, NW, Room 2208, Washington, DC 20536.**

The Contracting Officer prefers to receive these submissions electronically at the following addresses: [bobby.crockett@dhs.gov](mailto:bobby.crockett@dhs.gov) or [carolyn.wells@dhs.gov](mailto:carolyn.wells@dhs.gov).

## **III: PRICING**

The following NAICS code applies to this requirement: 561611. The pricing for the task order will consist of a fixed base price for each type of investigation and an award/penalty fee based on the time frames specified in the fee schedule. Attachment C consists of the Award/Penalty Fee schedule for the task order.

Contractors will provide pricing information for the base year and all option years. You may include any additional discounts in pricing from the GSA FSS pricing. The format for providing the pricing proposal is an Excel spreadsheet, landscape format, size 12 font, and will resemble the example found at Attachment D.

## **IV. TASK ORDER**

The Government will award task orders after the review/evaluation of responses, presentations, and submissions.

## **V. EVALUATION**

The Government will assess the capability of each offeror on the following basis:

- (a) Statement of Work, to include the resumes of key personnel. The SOW must satisfy all the objectives found in the SOO.
- (b) Oral Presentation. Must expand on the SOW and provide answers to questions that arise after the review of the written response.

HSECOP-07-Q-00028

- (c) Past performance. Any unsatisfactory or questionable response from any reference source will require both an explanation during the Oral Presentation and a written explanation.
- (d) Pricing. Correct format and best pricing from GSA FSS, to include any discounts.

All evaluation factors other than price are significantly more important than price. The relative value of these factors is as follows:

- (a) The Statement of Work is the most important factor.
- (b) Past Performance is more important than the Oral Presentation and Pricing.
- (c) The Oral Presentation is more important than Pricing.
- (d) Pricing is only significant when there is a tie in rating the other combined factors.

## VI. PROPOSAL SUBMISSION

Direct any questions pursuant to this request for quotes to the Contracting Officer or the Contract Specialist. Submit all questions electronically to either [bobby.crockett@dhs.gov](mailto:bobby.crockett@dhs.gov) or [carolyn.wells@dhs.gov](mailto:carolyn.wells@dhs.gov). Telephonically submitting questions will delay the response, therefore email is the preferred venue.

Submit all responses/proposals in two (2) parts. The first part will consist of the response to the Statement of Objectives and resumes of key personnel. The second part will consist of pricing. If submitting in hard copy, please submit five (5) copies, with each copy consisting of two binders.

**The due date for submission of the written response to Attachment (A), Statement of Objectives and Pricing is April 26, 2007, 5:00 p.m. EDT at the following address:**

Department of Homeland Security- Immigration and Customs Enforcement  
Office of Acquisition Mgmt. – Attn: B. Crockett or C. Wells (Room 2208)  
425 I Street NW  
Washington, DC 20536



HSECOP-07-Q-00028

Proposals may be submitted by e-mail to the following addresses:  
[bobby.crockett@dhs.gov](mailto:bobby.crockett@dhs.gov) or [carolyn.wells@dhs.gov](mailto:carolyn.wells@dhs.gov), proposals will be accepted by fax at  
(202) 514-3353.

Sincerely,



Bobby L. Crockett  
Contracting Officer

**Attachments**

- A- Statement of Objectives
- B- Past Performance Questionnaire
- C- Award/Penalty Fee Plan/Metrics
- D- Pricing Worksheet Example

**RFQ: HSCEOP-07-Q-00028**

**ATTACHMENT A  
STATEMENT OF OBJECTIVES  
FOR  
CONTRACTED PERSONNEL SECURITY  
INVESTIGATIONS**



**ICE Headquarters Procurement Division  
425 I Street, NW, R.2208  
Washington, D.C. 20536**

## **STATEMENT OF OBJECTIVES**

Department of Homeland Security  
U.S. Immigration and Customs Enforcement  
Office of Professional Responsibility  
Personnel Security Unit  
Contract Personnel Security Investigations Program

### **Introduction**

This Statement of Objectives (SOO) describes the primary objectives of the Immigration and Customs Enforcement (ICE), Office of Professional Responsibility (OPR), Personnel Security Unit (PSU), specifically regarding personnel security background investigations and is provided in lieu of a government written Statement of Work (SOW). This approach provides potential offerors the core objectives of a contracting effort and allows them to develop cost effective solutions together with the opportunity to propose innovative alternatives meeting the stated objectives. It also presents the government with an opportunity to assess the offeror's understanding of all aspects of the work to be performed by eliminating specific instructions to accomplish the required effort.

### **Background**

The primary mission of ICE is to protect America and uphold public safety by targeting the people, money and materials that support terrorist and criminal activities. ICE is the largest investigative arm of the United States Department of Homeland Security (DHS) and is responsible for identifying and dismantling vulnerabilities regarding the nation's borders, economic, transportation and infrastructure security. Employing approximately 30,000 people, ICE is charged with the enforcement of over 400 federal statutes within the United States and maintains attachés at major U.S. embassies overseas.

### **Rationale**

The purpose of this SOO is to obtain contractor/business partner(s) to support the ICE/OPR, Personnel Security Unit. The successful contractor(s) will be responsible for the performance of various types of personnel security investigations of ICE applicants, Federal and contract employees on a nationwide basis. Investigative services would include coverage of all 50 states and including Washington, DC; Puerto Rico; the U.S. Virgin Islands and Guam as required. We are seeking service providers with expert program managerial skills and the ability to integrate new initiatives with a focus on timeliness, cost efficiency and customer service. The products (deliverables) for this proposal will be Personnel Security Background Investigations and related investigative activities in various forms. Performance of investigative measures should be activities, which the selected provider(s) will be well prepared, experienced and have extensive knowledge to accomplish set OPR/PSU goals.

### **Program Objectives**

The selected business partner(s) will be responsible for:

1. Providing a sufficient number of investigators strategically placed nationwide to ensure timely completion of cases. All investigators, supervisory personnel and support staff must provide a certificate of a current favorably adjudicated Single Scope Background Investigation (SSBI), or SSBI Periodic Reinvestigation (SSBI-PR) conducted within the last five (5) years. It is the responsibility of the contractor to conduct such investigations at its expense, and to initiate reinvestigations as required.
2. Investigators shall have a minimum of five (5) years of Federal (i.e., FBI, OPM, ATF, etc.), state or local investigative experience OR other experience conducting general background investigations OR as a local, state, military or Federal law enforcement agent and must be U.S. Citizens.
3. The work to be performed by the contractor includes (but is not limited to) scoping investigations, monitoring time frames of investigations (timeliness); scheduling National Agency Checks (NAC) to OPM; coordinating any questions relative to NACs; obtaining additional required information; resolution of incomplete forms from applicants, employees and contractors; any photocopying required for the investigative process; and typing of Reports of Investigation (ROIs). NACs must be submitted to the Office of Personnel Management (OPM) in accordance with prescribed directives as established by the COTR.
4. Initiation of Personnel Security Investigations shall be requested by memorandum from OPR/PSU to the contractor and shall specify the product to be completed. Each case shall be identified by ICE/OPR/PSU with a specific case number. Below is a list of products (deliverables):
  - a. Single Scope Background Investigation (SSBI)
  - b. Background Investigation (BI)
  - c. Single Scope Background Investigation-Periodic Reinvestigation (SSBI-PR)
  - d. Limited Background Investigation (LBI)
  - e. Minimum Background Investigation (MBI)
  - f. Upgraded Investigation (UGI)
  - g. Updated Background Investigation (UDI)
  - h. Additional Lead Activity (ADL)
  - i. Expedited Cases, 14 calendar days or less delivery time for above products.
  - j. Monthly report (see item 19 below)

This listing should not be considered all-inclusive and could contain other types of investigative products to include, but not limited to, credit reports; financial and/or medical information releases; drug and alcohol statements; foreign-born relatives and/or

associates, and documentation; pre-employment investigations; and any additional lead activity as required.

5. Web-based credit report capability that incorporates the three credit bureaus.
6. The contractor is required to provide an immediate notice of seriously derogatory information obtained during the course of the investigation. While the exact details and standards regarding this notification will be determined during contract finalization, the notification shall include derogatory information discovered during the subject interview, from forms completed by subject, disclosed by sources, and/or derived from record checks, etc.
7. If the contractor anticipates that the product delivery schedule specified within the contract cannot be adhered to, the contractor shall notify the COTR of the reason, in writing, ten (10) working days before the Report of Investigation (ROI) is due.
8. The contractor shall monitor OPR/PSU investigations being conducted by OPR/PSU case number, subject's social security number and name.
9. The contractor(s) shall be provided a template copy of the ROI format to be used. Any additional copies are to be reproduced by the contractor. The contractor shall indicate which type of investigation was conducted by placing an "X" in the appropriate box on the synopsis sheet or add the investigation type conducted. This format is designed so that the contractor will only complete those pages that pertain to the requested investigation. This report must be submitted in typewritten form. Reports must have proper syntax, be neat and free of typographical errors. All documentation (i.e., bankruptcy papers, dismissals from employment, police records, etc.), are to be provided along with the completed ROI. If the contractor is experiencing delays in obtaining records (e.g. court records, etc.), the written report (ROI) may be submitted with a notation of the reason(s) for delay.
10. ROI's will be prepared in duplicate (original and one copy). The original copy and any attachments shall be provided to the COTR; the contractor shall retain the duplicate copy with any attachments for a period of twelve (12) months.
11. ROI's that do not satisfy the requirements of the contract, or that do not fully support the derogatory information uncovered, i.e., documentation concerning arrests, terminations, etc., will be returned to the contractor with another due date affixed. The amount of the additional time allotted will depend on the amount of information requiring completion. The contractor shall not be paid for additional costs associated with the correction of deficiencies noted by the COTR on each ROI. All ROI's will be marked For Official Use Only and will be transmitted in double-sealed envelopes.
12. On occasion, and at the request of the COTR, the contractor shall be required to have investigators appear as testimonial witnesses at hearings held before various courts and

boards in connection with personnel security investigations conducted by the investigators.

13. The contractor shall provide and maintain a quality assurance program, which shall ensure all products submitted to the COTR for acceptance conform to the contract requirements and shall ensure that personnel conducting investigations are doing so in a thorough and professional manner. This program will be documented and available for review by the COTR. The contractor will notify the COTR, in writing, of any changes to the program. The program will be subject to periodic and unannounced inspection by the COTR or appointed representative of the ICE Office of Acquisition Management.
14. Investigators conducting investigations pursuant to this contract are required to carry ICE issued Contract Investigator Credentials. In order to obtain a credential for an investigator, the contractor shall submit to the COTR the following information: Name, Social Security Number, photo of the contract investigator, date of last background investigation, and the Federal agency's certification and the level of security clearance issued along with certificate outlined previously in this SOO. The contractor shall pay costs associated with the photos and credential case. This is not a direct reimbursable expense paid by ICE under this contract. All credentials issued by ICE are government-furnished property therefore; the contractor must maintain a list of all credentials issued to investigators. When an investigator ceases work on this contract, the contractor must return the credential to the COTR within 7 calendar days. The contractor shall be responsible for submitting to the COTR on a monthly basis a list of all investigators utilized on the contract. This list should include credential number and duty location.
15. The contractor shall provide to the COTR an information security plan that shall outline the manner in which the documents, databases and or information associated with this contract are to be stored and secured. This plan shall provide details concerning physical security measures, electronic security features, and information security standards as developed by the individual contractor to protect and secure all types of information associated with the performance of the contract from inadvertent disclosure or compromise. All documentation relative to an investigation that is taken outside an ICE facility must be safeguarded in a container with security features equal to those for housing sensitive personal information.
16. Each prospective contractor shall be asked to provide an oral presentation of no more than one hour to accompany a written proposal for accomplishment of these objectives.
17. Specifically, the OPR/PSU is seeking to establish performance incentives that can be quantified to measure customer satisfaction and quality, which focuses on criteria such as timeliness of deliverables and thoroughly completed investigations. The successful business partner(s) shall be able to apply both positive and negative incentives as currently found in commercial industry practices that are applicable to an overall contract structure.

18. The current delivery structure of investigative products will be subject to change per Public Law 108-458, Dec 17, 2004, Intelligence Reform and Terrorism Prevention Act (IRTPA) of 2004, Title III - Security Clearances, Section 3001, § (g) Reduction in Length of Personnel Security Clearance Process. The IRTPA will require ICE to make future changes in the timely receipt of deliverables for the investigative phase of clearance reviews. Each prospective contractor shall become familiar with these changes and make sufficient preparations to meet the required investigative phase time standards that will be initiated to ensure compliance.
19. Each prospective contractor will be asked to provide a monthly report describing in detail how they are meeting or exceeding all objectives set forth in this SOO. The report shall be available electronically and in hard copy, when requested.

### **Contract Objectives**

1. Completion of background investigative products within specified timeframes.
2. Timely delivery of completed background investigative products to OPR/PSU.
3. Meeting OPR/PSU program objectives in relation to required completion of requested products. This could range from 2 weeks (or less) to 60 days dependent upon the type of investigative product requested.
4. Initiate the integration of the government's Electronic Questionnaires for Investigations Processing (eQIP) system within the program.
5. Use of an innovative and creative electronic system to manage the program in accordance with OPR/PSU needs and standard commercial practices.
6. To have the contractor propose business solutions using performance based contracting techniques with incentives and disincentives designed to reward superior performance.
7. To devise a reasonable pricing structure that promotes timely accomplishment of all deliverables and requirements set forth in this SOO.
8. To utilize a contract type that allows for swift implementation of an agreement while providing required investigative products in a fiscally responsible and timely manner.
9. Ensure compliance with Public Law 108-458, Dec 17, 2004, Intelligence Reform and Terrorism Prevention Act of 2004, Title III - Security Clearances, Section 3001, § (g) Reduction in Length of Personnel Security Clearance Process.
10. To provide a monthly reporting mechanism that will adequately describe in detail how the contractor is meeting or exceeding all objectives set forth in this SOO.

**RFQ: HSCEOP-07-Q-00028**

**ATTACHMENT B  
PAST PERFORMANCE QUESTIONNAIRE  
FOR  
CONTRACTED PERSONNEL SECURITY  
INVESTIGATIONS**



**ICE Headquarters Procurement Division  
425 I Street, NW, R.2208  
Washington, D.C. 20536**



**PAST PERFORMANCE QUESTIONNAIRE**

**PART ONE: INSTRUCTIONS**

**ATTACHMENT B**

The company who has provided you with this form is responding to an Immigration and Customs Enforcement (ICE) solicitation to provide Management Support Services for Competitive Sourcing (A-76) initiatives. Past Performance is an extremely important part of the evaluation criteria for this acquisition, so your input is very important. The information is to be provided directly to, the ICE Contract Specialist. **This information will not be disclosed to the offeror.** Please provide an **honest assessment** and return the questionnaire to ICE, by fax or mail, to the address shown below, no later than Thursday December 21, 2006. If you have questions, please contact . **Facsimile copies are allowed. (202) 514-3353.**

**Immigration and Customs Enforcement  
Attn: Bobby L. Crockett  
425 I Street, NW, Room 2208  
Washington, DC 20536**

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**PART TWO: GENERAL INFORMATION**

**PAST PERFORMANCE/EXPERIENCE QUESTIONNAIRE**

**PERFORMANCE EVALUATION**

**I. CONTRACT IDENTIFICATION**

- A. CONTRACT NUMBER: \_\_\_\_\_
- B. OFFEROR: \_\_\_\_\_
- C. TYPE OF CONTRACT:
- \_\_\_\_ NEGOTIATED
  - \_\_\_\_ SEALED BID
  - \_\_\_\_ FIXED PRICE
  - \_\_\_\_ COST REIMBURSEMENT

\_\_\_\_\_ OTHER (SPECIFY)

D. COMPLEXITY OF WORK: \_\_\_\_\_ DIFFICULT \_\_\_\_\_ ROUTINE

E. CONTRACT AMOUNT: \_\_\_\_\_

F. CONTRACT PERIOD: \_\_\_\_\_

G. AGENCY NAME: \_\_\_\_\_

II. Adjectival ratings are defined below and should be used as a reference in assessing performance:

Rating	Symbol	Definition
Outstanding	O	Based on the Offeror's record of past performance, no issues, concerns, or risks are associated with receiving timely services and contract performance. Past performance surveys and the Offeror's experiences indicate that the Offeror is capable of exceeding the requirements of the PWS.
Good	G	The Offeror's record of past performance indicates there is very little risk associated with receiving quality products, timely services and full contract performance. Past performance surveys and the Offeror's experience indicate the Offeror will meet or exceed the requirements of the PWS.
Acceptable	A	The Offeror's record of past performance indicates that there is some potential risk associated with receiving quality products, timely services, and contract performance. Past performance surveys and the Offeror's experience indicate the Offeror may have some problems meeting the requirements of the PWS.
Unsatisfactory	U	The Offeror's record of past performance indicates it will be unable to meet the requirements of the PWS.

III. EVALUATION

A. PERFORMANCE HISTORY

1. To what extent did the offeror adhere to the contract delivery schedule?

- O \_\_\_\_\_
- G \_\_\_\_\_
- A \_\_\_\_\_
- U \_\_\_\_\_

2. To what extent did the offeror submit required reports and documentation in a timely manner?

- O \_\_\_\_\_
- G \_\_\_\_\_
- A \_\_\_\_\_
- U \_\_\_\_\_

3. To what extent were the offeror's reports and documentation accurate and complete?

- O \_\_\_\_\_
- G \_\_\_\_\_
- A \_\_\_\_\_
- U \_\_\_\_\_

4. To what extent was the offeror able to solve contract performance problems without extensive guidance from government counterparts?

- O \_\_\_\_\_
- G \_\_\_\_\_
- A \_\_\_\_\_
- U \_\_\_\_\_

5. To what extent did the offeror display initiative in meeting requirements?

- O \_\_\_\_\_
- G \_\_\_\_\_
- A \_\_\_\_\_
- U \_\_\_\_\_

6. Did the offeror commit adequate resources in a timely fashion to the contract to meet the requirement and to successfully solve problems?

- O \_\_\_\_\_
- G \_\_\_\_\_
- A \_\_\_\_\_
- U \_\_\_\_\_

7. To what extent did the offeror respond positively and promptly to technical directions, contract change orders, etc.?

- O \_\_\_\_\_
- G \_\_\_\_\_
- A \_\_\_\_\_
- U \_\_\_\_\_

8. To what extent was the offeror's maintenance and problem tracking/reporting documentation timely, accurate, and of appropriate content?

- O \_\_\_\_\_
- G \_\_\_\_\_
- A \_\_\_\_\_
- U \_\_\_\_\_

**B. TERMINATION HISTORY**

9. Has this contract been partially or completely terminated for default or convenience?

\_\_\_\_\_ Yes                  \_\_\_\_\_ Default                  \_\_\_\_\_ Convenience  
\_\_\_\_\_ No

10. Are there any pending terminations?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

**C. EXPERIENCE HISTORY**

11. How effective has the offeror been in identifying user requirements?

- O \_\_\_\_\_

- G \_\_\_\_\_
- A \_\_\_\_\_
- U \_\_\_\_\_

D. COST MANAGEMENT

12. To what extent did the offeror meet the proposed cost estimate?

- O \_\_\_\_\_
- G \_\_\_\_\_
- A \_\_\_\_\_
- U \_\_\_\_\_

Additional comments:

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Printed Name of Reviewer:

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Title of Reviewer:

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Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**List of each of the agencies/companies that will be receiving the “PAST PERFORMANCE QUESTIONNAIRE”. SEE INSTRUCTIONS  
ADDENDUM: PAST PERFORMANCE PROPOSALS**

A.

	<b>AGENCIES/COMPANIES</b>	<b>POC</b>	<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>	<b>E-MAIL ADDRESS</b>
1.					
2.					
3.					
4.					
5.					

**RFQ: HSCEOP-07-Q-00028**

**ATTACHMENT C  
PERFORMANCE METRICS CONDITIONS  
FOR  
CONTRACTED PERSONNEL SECURITY  
INVESTIGATIONS**



**ICE Headquarters Procurement Division  
425 I Street, NW, R.2208  
Washington, D.C. 20536**

**Immigration and Customs Enforcement**

**Performance Metrics Conditions**  
**For Contracted Personnel Security Investigations**

The Contracting Officers Technical Representative (COTR) will oversee the management of the contract. Other methods used to manage the contract shall be through PSU review of the contractor's work products, quality assurance reviews and use of the following performance metrics conditions:

1. The type of investigative product will determine the initial price. All pricing will be based on a completed investigation regardless of the number of leads/actions required to complete the investigation.
2. The contractor shall incur all costs associated with pick up of material and delivery of a final product. The method(s) of pick up and delivery of product shall be approved by ICE prior to implementation of change. If a courier service is used, they shall be bonded and suitable in accordance with GSA specifications.
3. Cancellation of investigations by the Government will be priced as follows:
  - a. Cancelled 0 – 5 days: 10% of base price of case (60 day price)
  - b. Cancelled 6 – 15 days: 25% of base price of case (60 day price)
  - c. Cancelled 16 – 40 days: 50% of base price of case (60 day price)
  - d. Cancelled 41 days: Full base price (60 day price)
4. Call-In and ROI Delivery Incentive/Disincentive Plan: There are 2 components of this plan; the Call-In and the completed ROI. They are defined as:
  - a. The Call-In is defined as: A formal notification to ICE/OPR/PSU within 35 days of the scheduled start date of the investigation. The Call-In shall include at a minimum the following: Type of investigation, status of investigation (the leads that have been completed and/or leads that are outstanding); Subject Interview results; most recent employment (4 months or longer) with local agency checks; current residence (4 months or longer) with local agency checks; estimated completion date of investigation and a concise synopsis of derogatory, sensitive or any other information that will affect prompt adjudication.
  - b. The ROI is defined as the formal completed report encompassing all aspects of the investigation that is accepted by the Government as complete.



- c. Based upon the required delivery of the Call-In at the 35 days the following incentives/disincentives will be applicable, provided the requested product(s) are accepted by the Government and deemed complete:

1) 1 – 30 Days	5% Incentive of the Base Price
2) 31 – 35 Days	No Incentive/Disincentive
3) 36 Days or more	5% Disincentive of the Base Price

- d. Based upon required delivery of ROIs at the 60 day mark, the following incentive/disincentives will be applicable, provided the requested product(s) are accepted by the Government and deemed complete:

1) 1 – 29 Days	15% Incentive of the Base Price
2) 30 – 45 Days	10% Incentive of the Base Price
3) 46 – 60 Days	Full Base Price
4) 61 – 74 Days	-10% Disincentive of the Base Price
5) 75 Days or more	-20% Disincentive of the Base Price

An example: Base Price of case at 60 Days: \$2000

- Delivered Completed: Day 20 = \$2000 (ROI base price) + \$300 (15%) + \$100 (Call-In accepted 5%) = \$2400
  - Delivered Completed: Day 40 = \$2000 (ROI base price) + \$200 (10%) - \$100 (Call-In not received/accepted) = \$2100
  - Delivered Completed: Day 60 = \$2000 (ROI base price) + \$0 (Call-In received/accepted day 35) = \$2000
  - Delivered Completed: Day 70 = \$2000 (ROI base price) - \$200 (-10%) + \$100 (Call-In received/accepted) = \$1900
  - Delivered Completed: Day 80 = \$2000 (ROI base price) - \$400 (-20%) - \$100 (Call-In not received/accepted) = \$1500
5. Additional leads directed by the Program Office after the investigation is completed to obtain information outside the scope of the investigation will be billed at a flat rate yet to be negotiated.
6. Expedited cases shall be completed in fourteen (14 ) days or less. A flat 25% incentive will apply for all completed and delivered cases requested under this category. Should the contractor be unable to complete these special request cases in the stated time frame, payment will revert to the normal disincentive rate beginning with -10%.
7. All awards will be for one (1) base year and four (4) option years to be awarded at the discretion of the Government.

**RFQ: HSCEOP-07-Q-00028**

**ATTACHMENT D  
PRICING WORKSHEET EXAMPLE  
FOR  
CONTRACTED PERSONNEL SECURITY  
INVESTIGATIONS**



**ICE Headquarters Procurement Division  
425 I Street, NW, R.2208  
Washington, D.C. 20536**

**ATTACHMENT D**

**SAMPLE PRICING WORKSHEET**

<b>Base Period of Performance</b>		
	<b>July 1, 2007 to June 30, 2008</b>	
	<b>Deliverable</b>	<b>Unit Price</b>
1	Single Scope Background Investigation (SSBI)	
2	Background Investigation (BI)	
3	Single Scope Background Investigation-Periodic Reinvestigation (SSBI-PR)	
4	Limited Background Investigation (LBI)	
5	Minimum Background Investigation (MBI)	
6	Upgraded Investigation (UGI)	
7	Updated Background Investigation (UDI)	
8	Additional Lead Activity (ADL)	
9	Expedited Cases, 14 calendar days or less delivery time for above products	

**ATTACHMENT D**

**SAMPLE PRICING WORKSHEET**

<b>Option Year One (1)</b>	
<b><u>July 1, 2008 to June 30, 2009</u></b>	
	<b><u>Deliverable</u></b>
	<b><u>Unit Price</u></b>
	Single Scope Background
1	Investigation (SSBI)
2	Background Investigation (BI)
	Single Scope Background
	Investigation-Periodic
3	Reinvestigation (SSBI-PR)
	Limited Background
4	Investigation (LBI)
	Minimum Background
5	Investigation (MBI)
6	Upgraded Investigation (UGI)
	Updated Background
7	Investigation (UDI)
	Additional Lead Activity
8	(ADL)
	Expedited Cases, 14 calendar
	days or less delivery time for
9	above products

**ATTACHMENT D**

**SAMPLE PRICING WORKSHEET**

<b>Option Year Two (2)</b>	
<b>July 1, 2009 to June 30, 2010</b>	
<b>Deliverable</b>	<b>Unit Price</b>
1	Single Scope Background Investigation (SSBI)
2	Background Investigation (BI)
3	Single Scope Background Investigation-Periodic Reinvestigation (SSBI-PR)
4	Limited Background Investigation (LBI)
5	Minimum Background Investigation (MBI)
6	Upgraded Investigation (UGI)
7	Updated Background Investigation (UDI)
8	Additional Lead Activity (ADL)
9	Expedited Cases, 14 calendar days or less delivery time for above products

## ATTACHMENT D

## SAMPLE PRICING WORKSHEET

<b>Option Year Three (3)</b>		
<b>July 1, 2010 to June 30, 2011</b>		
	<b>Deliverable</b>	<b>Unit Price</b>
1	Single Scope Background Investigation (SSBI)	
2	Background Investigation (BI)	
3	Single Scope Background Investigation-Periodic Reinvestigation (SSBI-PR)	
4	Limited Background Investigation (LBI)	
5	Minimum Background Investigation (MBI)	
6	Upgraded Investigation (UGI)	
7	Updated Background Investigation (UDI)	
8	Additional Lead Activity (ADL)	
9	Expedited Cases, 14 calendar days or less delivery time for above products	

**ATTACHMENT D**

**SAMPLE PRICING WORKSHEET**

<b>Option Year Four (4)</b>		
<b>July 1, 2011 to June 30, 2012</b>		
	<b>Deliverable</b>	<b>Unit Price</b>
	Single Scope Background	
1	Investigation (SSBI)	
2	Background Investigation (BI)	
	Single Scope Background	
	Investigation-Periodic	
3	Reinvestigation (SSBI-PR)	
	Limited Background	
4	Investigation (LBI)	
	Minimum Background	
5	Investigation (MBI)	
6	Upgraded Investigation (UGI)	
	Updated Background	
7	Investigation (UDI)	
	Additional Lead Activity	
8	(ADL)	
	Expedited Cases, 14 calendar	
	days or less delivery time for	
9	above products	