

Company Name:
Information Experts

Contract Number:
HSCECR-09-C-00003 (HSCECR09C00003)

Requisition/Reference Number:
192109SCPPMO00013

Period of Performance:
7/24/2009 through 7/23/2010

Latest Modification Processed:
P00001

Services Provided:
Provides support to the Secure Communities Program.

2 CONTRACT (Proc Inst Ident) NO HSCECR-09-C-00003 3 EFFECTIVE DATE 07/24/2009 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 192109SCPPMO00013

5 ISSUED BY CODE ICE/CR/COMPLIANCE 6. ADMINISTERED BY (If other than Item 5) CODE ICE/CR/COMPLIANCE
 ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800-13 Washington DC 20536
 ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 800-13 Attn: David Vroom Washington DC 20536

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) INFORMATION EXPERTS INC 11425 ISAAC NEWTON SQUARE SUITE F1 RESTON VA 201905026
 8 DELIVERY FOB ORIGIN OTHER (See below)
 9 DISCOUNT FOR PROMPT PAYMENT Net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

CODE b2High FACILITY CODE

11. SHIP TO/MARK FOR CODE ICE/AS 12. PAYMENT WILL BE MADE BY CODE ICE-CR
 ICE Assistant Secretary Immigration and Customs Enforcement
 DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-CR Williston VT 05495-1620

13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304 (c) 41 U.S.C. 253 (c) 14. ACCOUNTING AND APPROPRIATION DATA See Schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT \$2,087,459.20

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE
 17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)
 18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) 20A. NAME OF CONTRACTING OFFICER Mark Jesten
 19B. NAME OF CONTRACTOR 19C. DATE SIGNED 20B. UNITED STATES OF AMERICA 20C. DATE SIGNED 7/24/09
 BY (Signature of person authorized to sign) BY (Signature of the Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
INFORMATION EXPERTS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: [b2High] Secure Communities Program Support - Out Reach Delivery: 07/24/2009 Accounting Info: [b2High] ----- FOB: Destination Period of Performance: 07/24/2009 to 07/23/2010				
0001	PROGRAM MANAGER (IE) - KEY - Coordinates planning, development, testing, and implementation of project to ensure timely deliverables, project success and quality. Provides work direction, project status, and feedback to all team members and assist them in issue resolution. Designs and develops deliverables per client needs and expectations and presents potential concepts. Assists in the identification, assessment and resolution of issues and problems. Balances and prioritizes project work to ensure critical items are addressed. Ensures high quality deliverables are produced while working within budget and meeting deadlines. The Program Manager is responsible for managing the overall accomplishment of tasks and timely production of deliverables. Obligated Amount: \$ [b4]	960	HR	[b4]	[b4]
0002	CLERICAL 1 (F-H) - Performs general office maintenance, including filing, typing, data entry and copying, and printing and assembling marketing materials. Other duties include answering phones, distributing calls and messages, and distributing inbound mail along with coordination of outbound mail and packages. Obligated Amount: \$ [b4]	960	HR	[b4]	[b4]
0003	Q/A EDITOR (F-H) - Prepares, rewrites and edits copy to improve readability, or supervises others who do this work. Reads copy or proof to detect and corrects errors in spelling, punctuation, and syntax. Allocates print space for story text, photos, and illustrations according to space parameters and copy significance, using knowledge Continued ...	1920	HR	[b4]	[b4]

NAME OF OFFEROR OR CONTRACTOR
INFORMATION EXPERTS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>of layout principles. Plans the contents of publications according to the publication's style, editorial policy, and publishing requirements. Verifies facts, dates, and statistics, using standard reference sources. Reviews and approves proofs prior to publication production. Oversees publication production, including artwork, layout, computer typesetting, and printing, ensuring adherence to deadlines and budget requirements.</p> <p>Obligated Amount: \$ [REDACTED] b4</p>				
0004	<p>SENIOR GRAPHIC DESIGNER (IE) - Prepares, rewrites and edits copy to improve readability, or supervises others who do this work. Reads copy or proof to detect and corrects errors in spelling, punctuation, and syntax. Allocates print space for story text, photos, and illustrations according to space parameters and copy significance, using knowledge of layout principles. Plans the contents of publications according to the publication's style, editorial policy, and publishing requirements. Verifies facts, dates, and statistics, using standard reference sources. Reviews and approves proofs prior to publication production. Oversees publication production, including artwork, layout, computer typesetting, and printing, ensuring adherence to deadlines and budget requirements.</p> <p>Obligated Amount: \$ [REDACTED] b4</p>	1920	HR	[REDACTED]	[REDACTED] b4
0005	<p>SENIOR INSTRUCTIONAL DESIGNER (IE) - Design and develop deliverables per client needs and expectations. Present potential concepts; provide project status and feedback to team members, and assist them in issue resolution. Develop and integrate module content, materials, and media to meet detailed design specifications and support the overall learning goals and objectives. Track and communicate project status, and work within budget.</p> <p>Obligated Amount: \$ [REDACTED] b4</p>	1920	HR	[REDACTED]	[REDACTED] b4
0006	<p>CONSULTANT (IE) - KEY - Work with clients to assess marketing needs, develop strategies, and devise</p> <p>Continued ...</p>	1440	HR	[REDACTED]	[REDACTED] b4

NAME OF OFFEROR OR CONTRACTOR
INFORMATION EXPERTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>solutions to implement a strategic public information and education plan for the Secure Communities Program. Recommend customized solutions that will address obstacles to message development, stakeholder relationship management and outreach, internal communications, media monitoring and analysis, congressional relations, event planning and implementation, development of a speakers bureau, materials production and distribution and evaluation.</p> <p>Obligated Amount: \$ [REDACTED] b4</p>				
0007	<p>MEDIA RELATIONS PROJECT MANAGER (F-H) - KEY - Work with client(s) to develop a proactive media outreach strategy to message the Secure Communities program effectively and efficiently. Effectively research political landscapes for relevant communities to result in positive media messaging. Responsible for performance of those tasks and deliverables associated with media relations activities.</p> <p>Obligated Amount: \$ [REDACTED] b4</p>	1920	HR	[REDACTED] b4	
0008	<p>CONGRESSIONAL RELATIONS PROJECT MANAGER (IE) - KEY - Works with client to provide background information and research materials on Members of Congress to provide supporting data to SC PMO when engaging Members of Congress, their staff and liaisons. Contractor is responsible for supporting tasks and developing deliverables associated with ICE congressional relations activities.</p> <p>Obligated Amount: \$ [REDACTED] b4</p>	1920	HR	[REDACTED] b4	
0009	<p>OTHER DIRECT COSTS EXCLUDING TRAVEL</p> <p>Obligated Amount: \$ [REDACTED] b4</p>			[REDACTED] b4	
0010	<p>TRAVEL</p> <p>Obligated Amount: \$ [REDACTED] b4</p> <p>See Supporting Documents in Sections C through K.</p> <p>Please note the following:</p> <p>1. This award incorporates Information Experts', Continued ...</p>			[REDACTED] b4	

NAME OF OFFEROR OR CONTRACTOR
INFORMATION EXPERTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Inc. proposal dated 14 May 2009 and final changes dated 11 June 2009, to include labor categories and hourly rates, and other direct costs (ODCs).</p> <p>2. This is a Time and Materials contract with fixed hourly rates, a cost reimbursable Contract Line Item (CLIN) for ODCs for Travel, and a cost reimbursable CLIN for ODCs other than Travel.</p> <p>3. ODCs are reimbursed for expenses supported by a receipt and verified by the Contracting Officer's Technical Representative (COTR). No handling charges are to be paid for ODCs.</p> <p>4. The total amount for each CLIN is a not-to-exceed amount. The contractor exceeds these amounts at his own risk.</p> <p>The total amount of award: \$2,087,459.20. The obligation for this award is shown in box 15G.</p>				

2. AMENDMENT/MODIFICATION NO. P00001 3. EFFECTIVE DATE 10/08/2009 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 1 2

6. ISSUED BY CODE ICE/CR/COMPLIANCE 7. ADMINISTERED BY (If other than Item 6) CODE ICE/CR/COMPLIANCE
 ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800-13 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) INFORMATION EXPERTS INC 11425 ISAAC NEWTON SQUARE SUITE F1 RESTON VA 201905026
 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCECR-09-C-00003 10B. DATED (SEE ITEM 13) 07/24/2009
 CODE b2High FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
 X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: b2High
 1. The purpose of this modification is to change the Contracting Officer's Technical Representative (COTR) in paragraph 7.1 of the Statement of Work to read:
 COTR:
 Ms. Shirley Ellinger
 Immigration & Customs Enforcement
 500 12th Street SW
 Washington, DC 20536-5900
 Tel No: 202-732- b6
 E-mail: b6
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 David Vroom
 (Signature of person authorized to sign) (Signature of Contracting Officer) 10/8/09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCECR-09-C-00003/P00001

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NAME OF OFFEROR OR CONTRACTOR
 INFORMATION EXPERTS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Alternate COTR: Mr. Scott Lorick Immigration & Customs Enforcement 500 12th Street SW Washington, DC 20536-5900 Tel No: 202-732- [REDACTED] b6 E-mail: [REDACTED] b6</p> <p>2. All other terms and conditions remain the same. Period of Performance: 07/24/2009 to 07/23/2010</p>				

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8.0 ACCEPTANCE

1.0. BACKGROUND

The U.S. Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) is improving community safety by transforming the way the federal government cooperates with state and local law enforcement agencies to identify, detain and remove criminal aliens held in custody.

Secure Communities (SC) is a multi-year initiative to more effectively identify, detain and return removable criminal aliens incarcerated in federal, state and local prisons and jails. ICE's plan will use expanded integration technology and build upon the relationships with state and local law enforcement agencies to ensure that incarcerated criminal aliens are removed from the country instead of being released into communities after their time in custody.

ICE has provided local jails with ICE points of contact and 24x7 call-in numbers for inquiries, but only screens foreign born nationals at about 10 percent of the approximately 3,100 local jails within the United States. Leveraging recent integration technology that shares criminal immigration and law enforcement data between federal, state and local law enforcement agencies, ICE is now able to expand coverage nationwide in a cost effective manner. Interoperability between the Federal Bureau of Investigation's (FBI) Integrated Automated Fingerprint Identification System (IAFIS) and DHS's US-VISIT Automated Biometric Identification System (IDENT) will help ICE and local law enforcement officers positively identify criminal aliens in prisons and jails.

A key element to the success of the Secure Communities program is its ability to create and maintain awareness, understanding, and acceptance among its stakeholders.

2.0. OBJECTIVE

Secure Communities requests developing a partnership with a marketing communications firm to develop and implement a strategic public information and education plan that includes, but is not limited to, strategic counsel, planning and implementation, message development, stakeholder relationship management and outreach, internal communications, media monitoring and analysis, congressional relations, event planning and implementation, development of a speakers bureau, materials production and distribution and evaluation.

3.0 GENERAL REQUIREMENTS

The contractor will provide support to the ICE Secure Communities HQ Program Management Office (PMO) located primarily in Washington, DC. ICE SC stakeholders consist of internal and external government, state, local and tribal constituents and non-government entities throughout the United States and its territories.

3.1 PERIOD OF PERFORMANCE

The base period of performance shall commence on the contract start date and continue through 12 months thereafter. There are no option periods.

3.2 PLACE OF PERFORMANCE AND DUTY HOURS

The contractor will manage and perform the work from both ICE Secure Communities offices and its own, or at a location designated or approved by the COTR. All of the work will be performed during the period Monday through Friday, with 8-hour workdays. Daily hours will be from 9AM-5:30 PM, 5 days a week which includes 30 minutes of unpaid lunch time. The needs of the Government may require some work schedules to differ from the normal hours and holidays described above. Regular schedules for some contractor employees may include working on weekends or during some Federal holidays to provide required coverage. Overtime is not authorized.

3.3 KEY PERSONNEL

3.3.1. The following labor categories are designated as key personnel: Program Manager, Project Manager, Media Relations Consultant, and Congressional Relations Consultant.

3.3.2. The contractor shall provide at the post-award conference a list of key personnel with telephone numbers and email addresses to the Contracting Officer (CO). All key personnel shall be contractor employees. Key personnel are expected to serve for the entire term of the contract, or until replacements with equivalent skills are nominated by the contractor and accepted by ICE, in accordance with HSAR 3052.215-70 – Key Personnel or Facilities (DEC 2003). The CO will generally accept or reject the resume within ten working days. Key Personnel changes will be codified by a modification to the contract.

3.4 TRAVEL AND OTHER DIRECT COSTS

3.4.1. All contractor travel shall be approved in advance by the Contracting Officer's Technical Representative (COTR). The contractor will be required to travel within the National Capitol Region and to other CONUS locations as well as OCONUS during the performance of this contract. Travel expenses shall be reimbursed consistent with FAR 31.205-46, the substantive provisions of the Federal Travel Regulation (FTR) and the limitation of funds specified in this contract. All travel requires prior approval by the COTR. The contractor shall not be reimbursed for transportation expenses for assigned personnel for local commuting between their place of residence and their place of work or for local travel of personnel assigned to any contractor's local office. Federal Travel Regulations may be located and downloaded from www.gpoaccess.gov/cfr or www.gsa.gov/federaltravelregulation.

3.4.2. All other direct costs will be approved by the COTR prior to any expenditure. All direct costs will be supported by receipts presented by the contractor and maintained by the COTR with copies of contractor invoices. A monthly ODC listing will be provided by the contractor.

3.5 GOVERNMENT FURNISHED EQUIPMENT (GFE)

The Government will provide Contractor personnel, who have been granted Office of Professional Responsibility/ Personnel Security Unit (OPR/PSU) and IT security clearances, with government furnished equipment (GFE), which includes a desk, phone, and computer with access as required by work to be performed. The COTR will coordinate workspace and necessary government furnished equipment.

3.6 GOVERNMENT FURNISHED INFORMATION (GFI)

The Government will provide the contractor with any required formats as well as the parameters that define a particular report and access to information in existing government databases and spreadsheets as it pertains to the preparation and maintenance of a particular deliverable. If the formats do not already exist, then the contractor will develop a format for COTR approval prior to its use.

3.7 INVOICING

The contractor shall submit invoices, as prescribed in FAR Clause 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (FEB 2007). The contractor will not bill the government for any expenses that have not been approved in advance in writing by the COTR.

3.8 POST AWARD CONFERENCE/PERIODIC PROGRESS MEETINGS

A post-award conference and initial management meeting shall be organized by the CO and held as soon as possible following the award, but no later than 5 working days after contract award. The purpose of the post award conference is to review the requirements in the contract and to clarify any questions. The contractor shall attend the post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. Thereafter the CO, COTR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the CO will address any deficiencies in the contractor's performance, as well as any issues that the contractor would like to raise concerning the contract. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government. An initial periodic progress meeting will be held three months following award. Post award and periodic progress meetings will be held at government offices in the National Capitol Region. The contractor or COTR may request additional meetings at any time, but meetings shall only be convened by the CO.

3.9 RECOGNIZED FEDERAL HOLIDAYS

The contractor shall adhere to its company's holiday policy. Listed below are those recognized Government holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

3.10 EMERGENCY, NATURAL DISASTERS AND OTHER OCCURENCES.

In the event of an emergency, natural disaster or other occurrence that renders a Secure Communities facility or facilities to be inaccessible by the workforce for a period of time greater than forty-eight (48) hours, contractor support personnel assigned to that facility or Area of Responsibility (AOR) may be requested to perform services at another facility or facilities on a temporary basis at the discretion of the Government. Other occurrences rendering a facility to be inaccessible could be but are not limited to a health or safety issue, etc. If applicable, travel expenses may be approved and reimbursed in accordance with paragraph 3.4. The contractor shall not invoice for contractor personnel that are not required to perform duties at an assigned facility or AOR.

4.0 SPECIFIC REQUIREMENTS

The purpose of the contract is to provide secure communities (SC) outreach support of day-to-day operational requirements. This will be a Time and Material contract to provide support for the SC Program Management Office (PMO) to meet their unique requirements. Most of the positions will be co-located with the offices that they support; however, some contractor personnel will be located within CONUS either at ICE Field Offices or air operations support sites and some travel for system support OCONUS (outside the Continental US) may be required. The labor categories required to support Secure Communities Outreach and the respective position descriptions and qualifications are listed in paragraphs 4.2 and 4.3 below.

4.1 PROGRAM MANAGEMENT TASKS

4.1.1. TASK 1 – Strategic Outreach Plan:

The contractor will support Secure Communities in the development of an approved strategic outreach plan to provide direction and implementation guidance for public information and education for the SC PMO. This plan will integrate Secure Communities strategic program goals to establish stakeholder relationships and inform them of overarching and/or specific program objectives. The contractor will support SC PMO in the development and coordination of this plan, which when completed, will assist SC PMO in maintaining consistent and constant messaging for the PMO. The contractor will

provide support in developing and maintaining a message platform structure to be used by all government stakeholders to ensure that consistent information is delivered. The strategic outreach plan will be a high-level document outlining the overarching outreach efforts for the SC PMO.

4.1.2. TASK 2 – Media Outreach Plan:

The contractor will support SC PMO in the development of an approved media outreach plan. The media outreach plan will align with the overall strategic outreach plan, but will provide more detail specific to the SC program goals, and phase II and III deployments. The Contractor will provide a daily media monitoring and analysis of traditional and new media regarding SC, interoperability and other criminal alien enforcement related programs such as the Criminal Alien Program (CAP), the 287(g) program run by the Office of State and Local Coordination (OSLC), and the Detention and Removal Fugitive Operations program, to include the status of issues and actions. The contractor will support the SC PMO in developing a press release strategy. The contractor will support SC PMO in the drafting of press releases, opinion pieces, letters to the editor, and responses to any media inquiries for review, use and dissemination by government staff. The contractor will support the SC PMO in researching and identifying media opportunities and/or events. The contractor will provide support to SC PMO in developing a weekly Media Analysis Snapshot for SC leadership review and situational awareness.

Current Phase II efforts entail media outreach to approximately 87 sites and over 2000 sub-sites within the 87 jurisdictions throughout the United States. Phase III efforts are still under analysis, but are projected to be significantly higher than phase I and II combined. The media outreach plan should be scalable for large scale deployment efforts associated with goal one of the SC program.

4.1.3. TASK 3 – Stakeholder Analysis

In order to establish and maintain stakeholder relationships to support the SC program, the contractor will provide support and expertise to SC PMO as it performs a stakeholder analysis and assessment to identify key internal and external stakeholders and assess their current views about Secure Communities. The contractor will assist and support SC PMO in establishing regular and recurring streamlined communications with identified stakeholders and perform outreach activities tailored to specific individuals and audiences. The contractor will support the monitoring of stakeholder activities and assist SC PMO in assessing the impact of efforts to raise awareness and support.

As the Secure Communities program continues to mature, it is imperative the program is clearly defined internally to ICE. The contractor will support the SC PMO in developing an internal communications plan outlining how best to coordinate with identified internal stakeholders. The internal communications plan will detail how the SC program is integrated with ICE partners as well as where the program needs to be differentiated from other ICE Divisions, Programs and Offices.

4.1.4. TASK 4 – Stakeholder Training Plan

As required by the PMO, and in conjunction with other government entities critical to the success of SC, including but not limited to the United States Visitor and Immigrant Status Indicator Technology (US-VISIT) Program and the Federal Bureau of Investigations (FBI) Criminal Justice Information Systems (CJIS) Division, the contractor will support the SC PMO in developing a stakeholder training plan encompassing all phases and goals of the SC Program.

4.1.5. TASK 5 – Stakeholder Engagement Program

The contractor will provide support to the SC PMO to implement the stakeholder engagement program that includes internal federal audiences (e.g. ICE, DHS and OMB); Members of Congress and their staffs; external audiences (e.g. NGOs, national associations, think tanks, and immigration groups); state and local elected officials, law enforcement, community groups, etc.

The contractor will research, identify and provide logistical support for stakeholder events. The contractor will support the SC PMO in developing and implementing a COTR approved process for vetting speaking requests in accordance with existing DHS and ICE policy.

In support of on-going deployments, the contractor will provide briefs containing information on selected counties. Briefs will include but not be limited to political background information of identified counties and key points of contact. The contractor will maintain success stories generated from participating SC communities.

In order to continually improve SC PMO communications and outreach efforts, the contractor will develop a lessons-learned strategy and will conduct lessons-learned activities with key participants.

4.1.6. TASK 6 – Speaking Engagement Management

The contractor will support the SC PMO in drafting and/or reviewing content for public speaking engagements to include, but not limited to speeches, talking points, scripts presentations, and conference attendance. The contractor will support the SC PMO by providing speaking engagement logistical support, to include managing presentation versions, editing, and proofreading.

The contractor will support the SC PMO in preparation of briefing books and slide deck presentations in support of speaking engagements tailored to the audience. All material will undergo a quality assurance check prior to being delivered to the customer.

4.1.7. TASK 7 – Materials Development

The contractor will support the SC PMO in the development of marketing campaign materials that will include creative design, production, distribution and maintenance of program outreach materials (i.e. presentation graphics, slide shows, pamphlets, marketing, signage, video and photography).

No materials shall be produced without COTR approval.

4.1.8. TASK 8 – Website Management

In order to reach nationwide stakeholders, the contractor will support the SC PMO in the development and/or maintenance of a Secure Communities website presence both on the ICE Intranet and Internet. In order to implement a proactive approach to reaching wide audiences, the contractor will support SC PMO in the development, implementation, and maintenance of an ICE approved social media strategy in compliance with OCIO guidance.

4.2 LABOR CATEGORIES

- 4.2.1. Program Manager - KEY
- 4.2.2. Clerical I
- 4.2.3. Q/A Editor
- 4.2.4. Senior Graphic Designer
- 4.2.5. Senior Instructional Designer
- 4.2.6. Consultant - KEY
- 4.2.7. Media Relations Project Manager - KEY
- 4.2.8. Congressional Relations Project Manager - KEY

4.3 DESCRIPTION/EDUCATION/EXPERIENCE REQUIREMENTS

4.3.1. PROGRAM MANAGER – Coordinates planning, development, testing, and implementation of project to ensure timely deliverables, project success and quality. Provides work direction, project status, and feedback to all team members and assist them in issue resolution. Designs and develops deliverables per client needs and expectations and presents potential concepts. Assists in the identification, assessment and resolution of issues and problems. Balances and prioritizes project work to ensure critical items are addressed. Ensures high quality deliverables are produced while working within budget and meeting deadlines. The Program Manager is responsible for managing the overall accomplishment of tasks and timely production of deliverables.

Education/Experience: Must have a BA/BS degree in a relevant field. Project Management Professional (PMP) is preferred. Must have a minimum of 10 years experience in a business analyst, project management, or senior consultant role managing Communications & Outreach (C&O) program(s), with a proven track record of leading successful projects using project management standards and processes. Law Enforcement C&O experience is preferred. Other requirements include a strong ability to use project management tools and software (e.g., Microsoft Project), and a superior

ability to track and communicate project status, identify and resolve issues, and work within budget.

4.3.2. CLERICAL I – Performs general office maintenance, including filing, typing, data entry and copying, and printing and assembling marketing materials. Other duties include answering phones, distributing calls and messages, and distributing inbound mail along with coordination of outbound mail and packages.

Education/Experience: Must have a High School degree or higher, college experience preferred. Must have at least 6 months experience in a clerical role, and be computer literate, with demonstrable proficiency in MS Office Suite (Word, Excel, PowerPoint, Outlook).

4.3.3. Q/A/EDITOR – Works with client to prepare, re-write, and edit copy to improve readability, or supervises other contractor employees who do this work. Reads copy or proof to detect and corrects errors in spelling, punctuation, and syntax. Allocates print space for story text, photos, and illustrations according to space parameters and copy significance, using knowledge of layout principles. Plans the contents of publications according to the publication's style, editorial policy, and publishing requirements. Verifies facts, dates, and statistics, using standard reference sources. Reviews and approves proofs prior to publication production. Oversees publication production, including artwork, layout, computer typesetting, and printing, ensuring adherence to deadlines and budget requirements.

Education/Experience: Must have a Bachelor's degree and a minimum of 2-4 years of work-related skills, knowledge, or experience. Must be proficient in Microsoft Outlook and Word. Experience with law enforcement databases preferred.

4.3.4. SENIOR GRAPHIC DESIGNER – Works with client to design and develop deliverables per client needs, expectations, and present concepts; may provide work direction, project status, and feedback to team members and assist them in issue resolution. Determine size and arrangement of illustrative material and copy, select style and size of type, and create sample layouts. Design public relations materials including logos, marketing collateral, educational materials, and web sites. Develop art and copy layouts using a variety of media to meet specific promotional needs. Communicate information and ideas in speaking and writing so others will understand. Make manual sketches and drawings as required.

Education/Experience: Graduate of college or art school with degree in graphic design, fine arts, or related field; masters degree preferred, with a minimum of 6 years of design experience working in an agency or in-house design department and minimum of 4 years experience designing computer interfaces, animation and graphical elements, and at least 3 years experience with print vendor relations and management. Extensive design experience in collateral, print advertising, typography and websites. Must have expertise in graphic design software such as Adobe Photoshop, Adobe Illustrator, and Quark XpressAbility.

4.3.5. SENIOR INSTRUCTIONAL DESIGNER – Works with client to design and develop deliverables per client needs and expectations. Present potential concepts; provide project status and feedback to team members, and assist them in issue resolution. Develop and integrate module content, materials, and media to meet detailed design specifications and support the overall learning goals and objectives. Track and communicate project status, and work within budget

Education/Experience: Bachelor's degree in Instructional Design, Instructional Technology, Adult Learning Theory or related field; advanced degree preferred A minimum of 5 years of experience working in the ISD field.

4.3.6. CONSULTANT – Work with client to assess marketing needs, develop strategies, and devise solutions to implement a strategic public information and education plan for the Secure Communities Program. Recommend customized solutions that will address obstacles to message development, stakeholder relationship management and outreach, internal communications, media monitoring and analysis, congressional relations, event planning and implementation, development of a speaker's bureau, materials production and distribution and evaluation.

Education/Experience: BS required, MA preferred, with a minimum of 5 years of management consulting or related industry.

4.3.7. MEDIA RELATIONS PROJECT MANAGER – Work with client to develop a proactive media outreach strategy to message the Secure Communities program effectively and efficiently Effectively research political landscapes for relevant communities to result in positive media messaging. Responsible for performance of those tasks and deliverables associated with media relations activities.

Education/Experience: Must have BA/BS in relevant field +5 years of experience leading public affairs efforts, developing media campaigns, and managing press release development and implementation. Law Enforcement C&O experience preferred.

4.3.8. CONGRESSIONAL RELATIONS PROJECT MANAGER – Works with client to provide background information and research materials on Members of Congress to provide supporting data to SC PMO when engaging Members of Congress, their staff and liaisons. Contractor is responsible for supporting tasks and developing deliverables associated with ICE congressional relations activities.

Education/Experience: Must have BA/BS in relevant field +5 years of experience leading/managing congressional relations efforts. Law Enforcement C&O experience preferred.

5.0 SECURITY REQUIREMENTS

5.1 GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract HSCECR-09-C-00003 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

5.2 SUITABILITY DETERMINATION

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination 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 EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS ' facilities will not be subject to security suitability screening.

5.3 BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

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

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

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

5.4 CONTINUED ELIGIBILITY

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

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

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present

a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

5.5 EMPLOYMENT ELIGIBILITY

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

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

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

5.6 SECURITY MANAGEMENT

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

The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the

Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

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

5.7 INFORMATION TECHNOLOGY SECURITY CLEARANCE

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

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

5.8 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

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

6.0 CONFLICT OF INTEREST AVOIDANCE INFORMATION

The contractor shall notify the Contracting Officer and COTR in writing of any potential conflicts of interest as a result of their performance, any potential conflict of interest any of their employees may have as a result of this contract, and/or that of their Team Members or subcontractors at any tier, on this contract.

7.0 DELIVERABLES

The contractor shall provide the services and/or deliverables shown within this SOW.

7.1 Submission

The submission dates for deliverables without a specific due date will be mutually agreed upon by the COTR and the contractor. Deliverables specified to be in electronic form may be delivered via email in accordance with IT security requirements noted herein. All deliverables, including the electronic copy, shall be written in MS Office, and shall be delivered to the following individual:

COTR:

Immigration & Customs Enforcement

ATTN: Mr. Dalton Lilly

500 12th Street SW

Washington, DC 20024

Tel No: 202-732- [REDACTED] b6

E-mail: [REDACTED] b6

7.2 Reports:

7.2.1. Weekly/Monthly Status Report

The contractor will provide weekly and monthly status reports. Weekly reports will be provided in the form of a word document emailed to the COTR. Monthly status reports will be more formal deliverables to the COTR outlining all actions performed and achieved in support of the scope of this contract.

7.2.2. Monthly ODC Listing

The contractor will submit a monthly ODC listing for tracking purposes, as well as to ensure associated costs are in line with the ceiling of this contract.

7.2.3. Quality Control Report

The contractor will submit monthly and quarterly quality control reports on the status of contract deliverables addressed in paragraphs 7.2., 7.3, and 7.4. The report will also

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address how quality issues will be remedied if they arise at any time throughout the period of performance.

7.3. Task Deliverables:

Deliverable	Initial Delivery Date	Frequency	ICE Distribution	SOW Reference Section
Strategic Outreach Plan	30 days of contract award	Initial Draft; Final Report; Bi-Annual Updates	COTR	4.1.1
Message Platform Structure	30 days of contract award	Initial Draft; Final Report; Annual review/update.	COTR	4.1.1
SC Public Affairs Material	As requested		COTR	4.1.1
Media Outreach Plan	45 days of contract award	Initial Draft; Final Report; Quarterly updates thereafter	COTR	4.1.2
Daily Media Analysis	Daily, to begin within 2 weeks of contract award	Daily	COTR	4.1.2
Press Release Strategy	As Requested / Required in accordance with Media Plan	Initial Draft; Final Report; Annual review/update.	COTR	4.1.2
Press Releases	As Requested/ Required in accordance with Media Plan	Aligned with phase II deployments – 87 projected sites	COTR	4.1.2
Opinion Pieces	As Requested/ Required in accordance with Media plan	Assist with initial draft - No more than 10 per quarter	COTR	4.1.2
Letters to Editor	As Requested/ Required in accordance with Media plan	Assist with initial draft - No more than 10 per quarter	COTR	4.1.2

Media Inquiry Responses	As Requested/ Required in accordance with Media plan	Aligned with phase II deployments – 87 projected sites	COTR	4.1.2
Weekly Media Analysis Snapshot	Weekly to begin within 2 weeks of contract award.	Weekly	COTR	4.1.2
Stakeholder Analysis	Draft in 30 days of contract award	Initial Draft, Final Report, Bi-annual updates thereafter	COTR	4.1.3
Stakeholder Communications	As requested		COTR	4.1.3
Stakeholder Activities Impact Analysis	Quarterly – to begin in 2 nd quarter after contract award	Quarterly after initial deliverable	COTR	4.1.3
ICE Internal Communications Plan	Draft in 30 days of contract award	Initial Draft delivery; Final Report; quarterly updates thereafter.	COTR	4.1.3
Stakeholder Training Plan	60 days of contract award	Initial Draft; Final Report; Bi-Annual updates thereafter.	COTR	4.1.3
Stakeholder Engagement Program	Draft in 60 days of contract award	Initial Draft delivery; Final Report; Quarterly updates thereafter.	COTR	4.1.5
Event Planning/Logistical Support	As requested/ required		COTR	4.1.5
Speaking Request Process	30 days of contract award	Initial Draft delivery; Final Report; Bi-	COTR	4.1.5

		annual updates thereafter.		
County Briefs/Political Landscape	As requested/Required		COTR	4.1.5
Success Stories	As generated		COTR	4.1.5
Lessons-learned Strategy	Draft within 90 days of contract award	Initial Draft delivery; Final Report; Quarterly updates or at the conclusion of a Phase	COTR	4.1.5
Speaking Engagement content development	As requested/required		COTR	4.1.6
Speaking Engagement material/content review	As requested/Required		COTR	4.1.6
Briefing Books	As needed/requested		COTR	4.1.6
Slide Decks	As needed/requested		COTR	4.1.6
Production Materials	As agreed upon with ICE Task manager		COTR	4.1.7
Marketing Campaign	Draft in 30 days of contract award	Initial Draft delivery; Final Report; Quarterly updates.	COTR	4.1.7
Audio/Visual Materials (signage, video, photography, etc)	As agreed upon with ICE Task Manager		COTR	4.1.7
Social Media Strategy	45 days of contract award	Initial Draft delivery; Final Report; Annual	COTR	4.1.8

		updates.		
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7.4 Ad Hoc Reports:

The Contractor shall provide support and expertise in the development and distribution of ad-hoc reports as requested by the ICE Task Manager. Examples include:

- Strategic, tactical, and business plans
- Budget planning and supporting materials
- Performance metrics
- Studies and analysis reports
- PowerPoint presentations
- Other reports as requested

8.0 Acceptance:

Performance and products will be accepted by the CO or COTR within 30 days of delivery. If rejected, the contractor will make corrections as specified and resubmit the product for review and approval. All work performed under this contract will comply with applicable DHS and ICE policies and procedures.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance

(a) Inspection and acceptance of supplies and services will be performed at the place of performance or destination, by the COTR or her/his designated representative, in accordance with FAR clause 52.246-6. Inspection will consist of an examination of the deliverable(s) and/or services for (1) compliance with the statement of work and/or other task order specific requirements, (2) thoroughness with respect to scope or content, and (3) quality with respect to the standards set forth in the Statement of Work

(b) The Government shall have thirty (30) calendar days from receipt of each invoice to inspect and accept items delivered/work performed under the contract. Rejected work and/or comments on all deliverables will be provided to the Contractor by the COTR. The Contractor shall be responsible for replacement or corrections to the work or deliverable as necessary to meet the standards of acceptance identified in the contract. The cost to replace or correct nonconforming work or deliverables shall be borne as specified in Paragraph (C).

(c) The Government will only be responsible for the cost of those corrections ordered above the performance standard specified in the contract.

E.2 Clauses Incorporated by Reference

This contract incorporates the following clauses from the Federal Acquisition Regulation (48 CFR Chapter I) by reference with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

Clause Number	Title
52.246-6	Inspection - Time and Material and Labor Hours (May 2001)

SECTION - F

SECTION F – DELIVERIES OR PERFORMANCE**F.1 TERM OF CONTRACT**

The period of performance is twelve months from the Contract award date.

F.2 PLACE OF PERFORMANCE

The contractor will manage and perform the work from both ICE Secure Communities offices and its own, or at a location designated or approved by the COTR.

F.3 DELIVERABLES

The contractor shall provide the following services and/or deliverables:

Deliverable	Initial Delivery Date	Frequency	ICE Distribution	SOW Reference Section
Strategic Outreach Plan	30 days of contract award	Initial Draft; Final Report; Bi-Annual Updates	COTR	4.1.1
Message Platform Structure	30 days of contract award	Initial Draft; Final Report; Annual review/update.	COTR	4.1.1
SC Public Affairs Material	As requested		COTR	4.1.1
Media Outreach Plan	45 days of contract award	Initial Draft; Final Report; Quarterly updates thereafter	COTR	4.1.2
Daily Media Analysis	Daily, to begin within 2 weeks of contract award	Daily	COTR	4.1.2
Press Releases	As Requested/ Required in accordance with Media plan	Aligned with phase II deployments – 87 projected	COTR	4.1.2

		sites		
Opinion Pieces	As Requested/ Required in accordance with Media plan	No more than 10 per quarter	COTR	4.1.2
Letters to Editor	As Requested/ Required in accordance with Media plan	No more than 10 per quarter	COTR	4.1.2
Media Inquiry Responses	As Requested/ Required in accordance with Media plan	Aligned with phase II deployments – 87 projected sites	COTR	4.1.2
Weekly Media Analysis Snapshot	Weekly to begin within 2 weeks of contract award.	Weekly	COTR	4.1.2
Stakeholder Analysis	Draft in 30 days of contract award	Initial Draft, Final Report, Bi-annual updates thereafter	COTR	4.1.3
Stakeholder Communications	As requested		COTR	4.1.3
Stakeholder Activities Impact Analysis	Quarterly – to begin in 2 nd quarter after contract award	Quarterly after initial deliverable	COTR	4.1.3
ICE Internal Communications Plan	Draft in 30 days of contract award	Initial Draft delivery; Final Report; quarterly updates thereafter.	COTR	4.1.3
Stakeholder Training Plan	60 days of contract award	Initial Draft; Final Report; Bi-Annual updates thereafter.	COTR	4.1.3
Stakeholder Engagement	Draft in 60 days of contract award	Initial Draft delivery; Final Report;	COTR	4.1.5

Program		Quarterly updates thereafter.		
Event Planning/Logistical Support	As requested/required		COTR	4.1.5
Speaking Request Process	30 days of contract award	Initial Draft delivery; Final Report; Bi-annual updates thereafter.	COTR	4.1.5
County Briefs/Political Landscape	As requested/Required		COTR	4.1.5
Success Stories	As generated		COTR	4.1.5
Lessons-learned Strategy	Draft within 90 days of contract award	Initial Draft delivery; Final Report; Quarterly updates or at the conclusion of a Phase	COTR	4.1.5
Speaking Engagement content development	As requested/required		COTR	4.1.6
Speaking Engagement material/content review	As requested/Required		COTR	4.1.6
Briefing Books	As needed/requested		COTR	4.1.6
Slide Decks	As needed/requested		COTR	4.1.6
Production Materials	As agreed upon with ICE Task manager		COTR	4.1.7
Branding Materials	As agreed upon with ICE Task Manager		COTR	4.1.7

Marketing Campaign	Draft in 30 days of contract award	Initial Draft delivery; Final Report; Quarterly updates.	COTR	4.1.7
Audio/Visual Materials (signage, video, photography, etc)	As agreed upon with ICE Task Manager		COTR	4.1.7
Social Media Strategy	45 days of contract award	Initial Draft delivery; Final Report; Annual updates.	COTR	4.1.8

The content requirements for deliverables identified above will be mutually agreed upon by the COTR and the contractor after award and in accordance with documents provided to the Contractor by the COTR/Government

F.4 GOVERNMENT FURNISHED EQUIPMENT

The Government will provide Contractor personnel, who have been granted PSU and IT security clearances, with government furnished equipment (GFE), which includes a desk, phone, and computer with access as required by work to be performed. The COTR will coordinate workspace and necessary government furnished equipment.

F.5 GOVERNMENT FURNISHED INFORMATION

The Government will provide the contractor with any required formats as well as the parameters that define a particular report and access to information in existing government databases and spreadsheets as it pertains to the preparation and maintenance of a particular deliverable. If the formats do not already exist, then the contractor will develop a format for COTR approval prior to its use.

F.6 APPLICABLE DOCUMENTS. - NONE

F.7 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when anticipating difficulty in complying with the work order schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in

character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.8 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses from the Federal Acquisition Regulation (48CFR Chapter 1) by reference with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>.

Clause Number	Title
52.242-15	Stop-Work Order (Aug 1989)
52.242-17	Government Delay of Work (Apr 1984)
52.247-35	F.O.B. Destination within Consignee's Premises (Apr 1984)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer's Technical Representative (COTR)

(a) The performance of work required herein shall be subject to the technical direction of the cognizant Contracting Officer's Technical Representative (COTR) or his designee with respect to technical matters pertaining hereto. As used herein, "Technical Direction" is direction to the Contractor which fills in details, suggests possible lines of inquiry, or otherwise supplements the scope of work. "Technical Direction" must be confined to the general scope of work set forth herein and shall not constitute a new assignment, nor supersede or modify any other Clause of this contract. To be valid, technical direction:

- (1) must be issued in writing consistent with the general scope of work set forth in the contract;
- (2) shall not change the expressed terms, conditions, or specifications incorporated into this contract; and
- (3) shall not constitute a basis for extension to the contract delivery schedule or contract price.

(b) The COTR is authorized to:

- (1) Act as liaison and to coordinate contractor/government activities;
- (2) Arrange for and coordinate the use of government resources (personnel, space, documents, etc.);
- (3) Provide technical guidance in the performance of the contract; and
- (4) Receive, review and approve (but not reject or deny) progress reports, selected invoices and final reports or other functions of a technical nature. The authority to reject performance and deny associated invoices is expressly reserved for the Contracting Officer.

(c) Although the COTR has the responsibility to inspect all deliverables and authorization to certify (but not to reject or deny) invoices for payment in accordance with Section G.5, these functions will normally be delegated to the ACOTR. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

(d) The COTR does not have the authority to alter the Contractor's obligations under the contract; direct changes that fall within the purview of the clause entitled "Changes" and/or modify any of the expressed terms, conditions, specifications, or price of the contract. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Specification/Work Statement, the Contracting Officer shall issue such changes in writing and signed.

(e) The COTR assigned cognizance of this contract is:

Mr. Dalton Lilly

(f) A copy of all written communications shall be concurrently mailed or otherwise furnished to the Contracting Officer at the address set forth in Clause G.2.

G.2 Contract Administration

(a) The Contracting Officer has the overall responsibility for the administration of this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the Contracting Officer may delegate certain other responsibilities to his/her authorized representative.

(b) This contract will be administered by:

U.S. Department of Homeland Security
Immigrations and Customs Enforcement
Procurement Division
801 I Street NW, Suite 800
Washington, DC 20536

(c) Written communications shall make reference to the contract number and shall be mailed to the above address.

G.3 Contractor Representative

The Contractor's Representative to be contacted for all contract administration matter is:

Name: Mr. Adam Levin

Address: 11425 Isaac Newton Square F1, Reston, VA 20190-5035

Telephone: 703-787-9100 ext 11

G.4 Payment

G.4.1 General Invoice Requirements

1. In accordance with Section G, Contract Administration Data, invoices shall now be submitted via one of the following three methods:

- a. By mail:
DHS, ICE
Burlington Finance Center
P.O. Box 1620
Attn: ICE-DRO-OPR

Williston, VT 05495-1620
or

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

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

Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (CCR) (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE/OAQ. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.

G.4.2 T&M or LH Orders

(a) Payment for actual work and services rendered under task orders issued on a T&M or LM basis will be made on a monthly basis in accordance with the clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts" (see Section I-2, Clause 52.232-7). However, the 5% withholding provision specified in paragraph (a)(2) of clause 52.232-7 does not apply to this contract. In addition to the requirements contained in Section G.4.1, each invoice shall include the following as applicable:

(1) actual direct labor hours expended by each individual (fractional parts of an hour shall be rounded to the nearest one-fourth (%) hour or lesser fraction in computing the amount payable) multiplied by the appropriate unit price (hourly rate) from the applicable CLIN.

(2) approved other direct cost (ODC) items by appropriate CLIN including the following supporting documentation (including subcontractor/supplier invoices): itemization of all actual transportation and per diem expenses being claimed in accordance with Part 31 of the FAR and Section B.3 with supporting documentation as requested by the COTR.

(b) The COTR will certify the hours worked and satisfactory completion of all work and services billed.

G.4.3 Interest on Overdue Payments

(a) The FAR clause entitled "Prompt Payment" (see Section I.2, Clause 52.232-25) is applicable to payment under this contract and requires interest on overdue payment and improperly taken discounts. Determinations of interest due will be made in accordance with the provisions of the prompt payment clause as modified by paragraph (b) below.

(b) Subdivision (a)(5)(i) of the Prompt Payment clause is modified to specify the following period for constructive acceptance by the Government: The Government agrees

to inspect and determine the acceptability of services rendered in accordance with Section E.1 of this contract. For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur on the last day of the above stated inspection period. However, the Contractor is not entitled to payment of contract amounts or interest unless and until actual acceptance occurs. If the services are deficient, the provisions of this clause will apply to the date the Contractor corrects the deficiencies in services.

G.4.4 Travel and Other Direct Costs

All contractor travel shall be approved in advance by the Contracting Officers Technical Representative (COTR). Travel expenses shall be reimbursed consistent with FAR 31.205-46, the substantive provisions of the Federal Travel Regulation (FTR) and the limitation of funds specified in this contract. All travel requires Government prior approval by the COTR. Federal Travel Regulations may be located and downloaded from www.gpoaccess.gov/cfr or www.gsa.gov/federaltravelregulation.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Contract Type

This is a Time and Materials contract with fixed hourly rates, a cost reimbursable ODC (Other than Travel) CLIN and a cost reimbursable travel CLIN.

H.2 SECURITY REQUIREMENTS

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in this contract requires that the contractor, subcontractor(s), vendor(s), etc. (herein known as contractor) have access to sensitive DHS information, and that the contractor will adhere to the following.

SUITABILITY DETERMINATION

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility access and/or sensitive Government information access for contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination 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 EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS ' facilities will not be subject to security suitability screening.

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the

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

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

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

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

CONTINUED ELIGIBILITY

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

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

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

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

The contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports

based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence.

The contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

EMPLOYMENT ELIGIBILITY

E-Verify is a voluntary program the contractor may elect to utilize to establish work authorization. The purpose of E-Verify is to ensure that all contractor and subcontractor employees are eligible to work in the United States. Offerors may obtain additional information about E-Verify by visiting the U.S. Citizen and Immigration Services (USCIS) website at: <http://www.DHS.GOV/E-VERIFY> or calling the USCIS at 1 (888) 464-4218.

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

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

SECURITY MANAGEMENT

The contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with OPS-PSU and the OCIO Information Assurance Division (IAD) through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the contractor.

The COTR, the OPR-PSU and IAD 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 COTR determine that the contractor is not complying with the security requirements of this contract; the contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

All information and documents relating to this contract shall be transmitted either via access to DHS/ICE computer access and email to DHS/ICE secure email or via encrypted email. The level of encryption required is available via WinZip.

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

INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement.*

Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

Contractors, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access,

sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

NON-DISCLOSURE AGREEMENTS

Contractor personnel will be required to complete and submit non-disclosure agreement to the COTR prior to beginning any work under this contract.

H.3 Key Personnel:

The following labor categories are designated as key personnel:

- Program Manager
- Consultant
- Media Relations Project Manager
- Congressional Relations Project Manager

(a) All key personnel shall be bona fide employees or team member employees or sub-contractors of the contractor. Key personnel are expected to serve for the duration of the contract, unless replacements with equivalent skills are nominated by the contractor and accepted by ICE, in accordance with HSAR 3052.215-70 – Key Personnel or Facilities (DEC 2003). The Contracting Officer (CO) will use his/her best efforts to accept or reject the resumes of proposed replacement within ten (10) working days. Key Personnel changes will be codified by a modification to the contract.

(b) Individuals assigned to these labor categories shall be designated as key personnel upon ordering of services and approval of the position by the COTR. Replacement of these individuals must be approved by the COTR.

(c) All key personnel are subject to the following:

(1) Replacement is subject to the prior written approval of the COTR.

(2) Requests for replacement shall include a detailed resume containing a description of position duties and qualifications, information about the qualifications of the individual(s) proposed, and any additional information requested by the Contracting Officer in sufficient detail to permit the Contracting Officer to evaluate the impact on the work the Contractor is obligated to perform hereunder.

(3) Contractor proposals to move any key personnel off the contract shall be submitted in writing at least fifteen (15) days in advance of proposed moves to the COTR, and are subject to the approval of the COTR, including approval of proposed replacements. No diversion shall be made by the Contractor without the written consent of the COTR.

(4) The Government reserves the right to review the qualifications of key personnel selected to work on this contract before assignment, including the individuals proposed (in the Contractor's proposal) and any replacements for these individuals, and to reject individuals whom it determines are not suitable for the program. The Government also reserves this right in certain circumstances when specific non-key personnel are required for specific tasks.

(5) The list of key personnel set forth may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

H.4 Prohibition Against Soliciting and Performing Personal Services

(a) The performance of personal services under this contract is strictly prohibited.

(b) Personal service contracting is described in Section 37.104 of the Federal Acquisition Regulations (FAR). There are a number of factors, when taken individually or collectively, which may constitute personal services. Each contract arrangement must be judged in light of its own facts and circumstances, but the question relative to personal services is: Will the Government exercise relatively continuous supervision and control over the contractor personnel performing this contract?

(c) The Government and the Contractor understand and agree that the support services to be delivered under this contract are non-personal services in nature; that is no employer-employee relationships exist or will exist under the contract between the Government and the Contractor or between the Government and the Contractor's employees.

(d) Contractor personnel under this contract shall not:

- (1) Be placed in a position where they are appointed or employed by a Federal employee, or are under the supervision, direction, or evaluation of a Federal employee.
- (2) Be placed in a Federal staff or policy making position.
- (3) Be placed in a position of supervision, direction, or evaluation over DHS personnel, or personnel of other contractors, or become a part of a government organization.

(e) Employee Relationship

- (1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government.
- (2) Rules, regulations, direction, and requirements which are issued by DHS management under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.
- (3) The Contractor shall immediately advise the Contracting Officer if the contractor or its employees are directed by any Government employee to perform work that the Contractor believes constitutes personal services.

(f) Contractor Management Responsibility.

The Contractor shall appoint a supervisor/manager who will be the Contractor's authorized representative for technical and administrative performance of all services required hereunder. The supervisor shall provide the single point of contact through which all Contractor/Government communications, work, and technical direction shall flow. The supervisor shall receive and execute, on behalf of the Contractor, such technical direction as the COTR may issue within the terms and conditions of the contract. All administrative support of Contractor technical personnel required to fulfill the tasks assigned under this contract shall be the responsibility of the contractor.

H.5 Freedom of Information Act Requests for Contractor's Proposal

Notwithstanding any other provision in this contract or any statement or restriction in the Contractor's proposal, by entering into this contract, the contractor acknowledges that the Government will release the unit prices contained in the Section B pricing tables of this contract in response to Freedom of Information Act (FOIA) requests without giving the Contractor advance notice of the release. With respect to a FOIA request for any part of the Contractor's proposal set forth or incorporated by reference into this contract, before responding to the FOIA request the Government will afford the Contractor an opportunity to explain why it believes some or all of the relevant parts of the technical proposal may be exempt from release under the FOIA.

PART II

SECTION I- CONTRACT CLAUSES

I.1 Section 8(a) Direct Awards

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Homeland Security (DHS). SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant District Office is:

U.S. Small Business Administration
Washington Metropolitan Area District Office
740 15th Street NW, 3rd Floor
Washington, DC 20005

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SSA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SSA prior to processing any notation agreement. The contracting activity may assign contract administration functions to a contract administration officer.

(c) The contractor agrees:

- (1) to notify the contracting officer, simultaneous with its notification to SSA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in a termination of the contract for convenience, unless SSA waives the requirement for termination prior to the actual relinquishing of ownership or control.
- (2) to adhere to the requirements of 52.219-14, Limitations on Subcontracting.

I.2 Clauses Incorporated by Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates the following clauses from the Federal Acquisition Regulation (48 CFR Chapter 1) by reference with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>

Clause Number	Title
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitations on Payments to Influence Certain Federal Transactions (SEP2005)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (JUL 2006)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-2	Audit and Records-Negotiation (JUN 1999)
52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 1997)
52.215-12	Subcontractor Cost or Pricing Data (Oct 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (OCT 1997)
52.216-7	Allowable Cost and Payment (Dec 2002)
52.217-9	Option to Extend the Term of the Contract (Mar 2000)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-14	Limitation on Subcontracting (DEC 1996)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans - Veterans of the Vietnam Era and Other Eligible Veterans (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (SEP 2006)
52.222-38	Compliance with Veteran's Reporting Requirements (DEC 2001)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release (AUG 2003)
52.229-3	Federal~ State~ and Local Taxes (APR 2003)
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts (FEB 2007)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)

Clause Number	Title
52.232-17	Interest (JUN 1996)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003)
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (FAR 52.232-33) (OCT 2003)
52.233-1	Disputes (JUL 2002)
52.233-3	Protest After Award (AUG 1996)
52.242-13	Bankruptcy (JUL 1995)
52.243-3	Changes - Time-and-Materials or Labor-Hours (SEP 2000)
52.244-2	Subcontracts (JUN 2007)
52.245-1	Government Property (JUNE 2007)
52.249-6	Termination (Cost-Reimbursement) (MAY 2004)(Alternate IV) (SEP 1996)
52.249-14	Excusable Delays (APR 1984)

FAR CLAUSES IN FULL TEXT

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)

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

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“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 subsidiary, division, or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract hereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor’s disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization’s jurisdiction.

(iii) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a

small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)

The Government may require continued performance of any services within the limits and 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 period may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the contractor within 3 calendar days prior to contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 months.

(End of clause)

52.219-17 SECTION 8(A) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended ([15 U.S.C. 637\(a\)](#)).

(2) Except for novation agreements and advance payments, delegates to the DHS/ICE/OAQ/CR division the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the ICE OAQ Compliance and Removal (C/R) Division Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan(s) to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the “Disputes” clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the ICE OAQ Compliance and Removal (C/R) Division.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that—

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

(b) It [X] has, [] has not filed all required compliance reports; and

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

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (Apr 1984).

The offeror represents that—

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section [31.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. David Vroom, 801 I Street, Washington, DC 20536.

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

(End of provision)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

DEPARTMENT OF HOMELAND ACQUISITION REGULATION (HSAR) CLAUSES

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

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

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's

employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

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

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

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

(End of clause)

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

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

Person, domestic, and foreign have the meanings given such terms by paragraphs

(1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

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

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

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

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

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

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

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

(e) Treatment of Certain Rights.

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

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

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

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

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of [\(HSAR\) 48 CFR 3009.104-70](#) through [3009.104-73](#);

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of [\(HSAR\) 48 CFR 3009.104-70](#) through [3009.104-73](#), but it has submitted a request for waiver pursuant to [3009.104-74](#), which has not been denied; or

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

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

(End of provision)

[3052.215-70](#) 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 under this Contract are the Program Manager, Consultant, Media Relations Project Manager, and Congressional Relations Project Manager.

(End of clause)

3052.242-71 DISSEMINATION OF CONTRACT INFORMATION. (DEC 2003)

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

(End of clause)

HSAR 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

(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 under the contract.

(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)

SECTION J - LIST OF ATTACHMENTS

1. NON-DISCLOSURE AGREEMENT

Contractor personnel will be required to complete and submit non-disclosure agreement to the COTR prior to beginning any work under this contract.