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A.1 ADDRESS OFFERS

Offerors shall return the complete solicitation package, either in electronic or hard copy format. Electronic copies shall be sent to William Quigley at William.Quigley@ice.dhs.gov. Hard copies shall be sent via overnight express mail or hand carried in accordance with FAR 52.212-1. Offerors are advised that an offer in response to this solicitation is subject to physical examination, x-ray, or other inspection prior to acceptance at the location designated for receipt of offers. Inspection may be conducted by Government personnel or others acting on behalf of the Government. Any offer received at the address designated for receipt of offers after the date and time specified in this solicitation for receipt of offers shall be processed in accordance with the late offers provision of this solicitation.

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

Handcarried packages should be delivered to the following address:

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

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

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

This procurement is being conducted under the procedures provided for in FAR 13, Simplified Acquisition Procedures. Any reference within this document to proposals should be interpreted to mean quotations submitted under the best value procedures of FAR 13.106-2. The term solicitation always refers to the request for quotations (RFQ) to be issued to solicit quotes for this procurement action. Any reference within this document to FAR Part 15 is simply provided as a point of reference to provide pertinent definitions of terms (e.g., Risk) and is not intended in any way to infer or indicate that this procurement is being conducted under FAR Part 15 source selection procedures.

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

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

A.3 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.amet.gov/far

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

B.1 Period of Performance

- (a) The anticipated period of performance is for one (1) year base period and four (4) one (1) year option periods.

Anticipated	Base Period:	May 1, 2014-April 30, 2015
	Option Year 1:	May 1, 2015-April 30, 2016
	Option Year 2:	May 1, 2016-April 30, 2017
	Option Year 3:	May 1, 2017-April 30, 2018
	Option Year 4:	May 1, 2018-April 30, 2019

B.2 PRICING SCHEDULES

- (a) The contractor shall provide a fixed price per subscriber. (see pricing Attachment 1)
- (b) The Government will order and the contractor shall provide the stated minimum quantity of services as described in Section C4, Guaranteed *Minimums and Maximums*.
- (c) All fixed unit price per subscriber rates shall apply for the duration of each period of performance.
- (1) The following definitions shall apply to the pricing information section below:
- a. Fixed unit price per subscriber. The fixed unit price shall be fully loaded, including all direct costs, indirect costs, and profit necessary to meet the requirement in accordance with Section C.

PART I – SCHEDULE
SECTION C – Scope and Statement of Work

C.1 SCOPE OF CONTRACT

C.1.a BACKGROUND. This solicitation is issued to establish an Indefinite Delivery Indefinite Quantity (ID/IQ) contract for acquisition of or access to commercial off-the-shelf (COTS) electronic information resources for the Department of Homeland Security (DHS) or more specifically, Immigration and Customs Enforcement (ICE). The intent of this Statement of Work (SOW) is to describe the operational requirements to obtain access to a National License Plate Recognition (NLPR) database service. The database should track vehicle license plate numbers that pass through cameras or are voluntarily entered into the system from a variety of sources (access control systems, asset recovery specialists, etc.) and uploaded to share with law enforcement. NLPR information will be used by DHS/ICE to assist in the location and arrest of absconders and criminal aliens. Officers should be able to query the NLPR database with license plate numbers based on investigative leads to determine where and when the vehicle has traveled. This information will assist in locating criminal aliens and absconders, and will enhance officer safety by enabling arrests to occur away from a subject's residence. The use of NLPR will reduce the man-hours required to conduct surveillance.

C2. Performance Requirements

- To provide 24 hour, seven days per week access to NLPR database information.
- The NLPR data service shall compile NLPR records from a variety of sources nationwide, including access control systems, asset recovery specialists, and law enforcement agencies
- The NLPR data service shall possess data records in the system from previous months.
- The NLPR data service provider shall provide details of efforts to authenticate past NLPR records.
- The NLPR data service shall compile NLPR records from metropolitan areas within the US. Please provide a list with the quote of the availability of data from metropolitan areas.
- The NLPR data service shall make new unique NLPR data records available each month.
- The NLPR data service shall provide a method to ensure integrity. The Government prefers having Originating Agency Identifier (ORI) registration confirmed against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).
- The service shall provide written instructions and guidance to facilitate use of system.
- The successful vendor shall provide training on use of NLPR system for new employees and annual refresher training.
- The successful vendor shall provide "Help Desk" support related to the use, access, and maintenance of the system to include the reset of user passwords if necessary. The Offeror shall provide the availability of help desk support with their quote.
- The successful vendor shall allow each User unlimited technical support.
- The successful vendor shall provide Software updates.
- The successful vendor shall provide a list of other law enforcement agency customers.
- The NLPR data service shall feature Smartphone technology based application for at least one Smartphone type, i.e. Android/iPhone/BlackBerry etc. currently in use by DHS/ICE allowing for license plate pictures

to be taken, and uploaded Any positive matches shall return to the Smartphone an alert notification indicating to the User a positive match.

- The NLPR data service shall feature an Android/iPhone based application for Smartphones allowing for the user to query the NLPR data service for any “Target Vehicle” by entering the license plate number, state of registration, and reason code.
- The NLPR data service shall feature Smartphone technology based application for at least one Smartphone type, i.e. Android/iPhone/BlackBerry etc., currently in use by DHS/ICE allowing for the user to save NLPR records, from the NLPR data service, on the local Smartphone Hard Disk Drive (HDD) for quick access and recall of pertinent information (positive matches returned).
- The NLPR data service shall provide a “Target Vehicle” “Hot-List” upload feature that will allow a minimum of 5,000 license plate records to be uploaded in batch from a single comma separated variable (CSV) file with data fields to include, as a minimum but not limited to, the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; at least 255 words for open text record comments.
- The Government would prefer the ability of the NLPR data service to allow communication between users (anonymously, via alias, or with full identity) to share information amongst the User group based on specific “Hot-List” “Target Vehicle” records.
- The NLPR data service should provide a pro-active “Hit” Alerting service that: 1) Automatically matches new incoming detection records to User uploaded “Hot-List” records; 2) Sends a proactive email notification to the User originating such “Hot-List” records; 3) Includes a fully compiled PDF case file report (with maps, vehicle images, and ALL pertinent detection & “Hot-List” record information) with each proactive email alert notification.
- The NLPR data service should provide details on clarity of photos provided. The Government would prefer a close-up of the plate and a zoomed out image of the vehicle.
- The Government would prefer seamless integration with web-based interactive maps and the availability of a printable report which shows 2 different map views, nearest address, nearest intersection and coordinates.
- The vendor should possess the ability to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.
- Ability to establish Lists submissions, flag license plates and conduct searches anonymously so that other law enforcement agencies may not have access.

C.3. Database Information Submittal. Information retrieval database vendors provide access, search and retrieval of information from databases and other electronic publications installed on a server at the vendor's facility and made available through the vendor's search interface. The system may be accessed and search results delivered via the Internet/Web, dedicated lines/ports or newsfeeds. Access is typically controlled through Internet protocol (IP) addresses or passwords for individual users. Authorized users can search and retrieve text on-demand, view records on their desktop and download or print items in a variety of record formats. Information retrieval services may be priced per subscription, or in blocks (groups). The vendor shall provide a description of its electronic information retrieval services that addresses:

- the information retrieval databases/publications available - content, coverage, currency, publisher, etc.;
- how the system is accessed - Internet, Intranet, Web, dedicated line, etc.;
- how access is controlled - IP address, passwords, cancellation, reactivation, etc.;
- the search interface; and,
- search results - format, delivery method, redistribution, etc.

C.4. Guaranteed Minimum

The minimum that the Government agrees to order during the period of this contract is \$10,000.00 per year. If the vendor has a minimum ordering requirement threshold, that threshold shall be listed in Attachment 2 (J2) of the pricing schedule.

C.5. Promotion of the Contract

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

C.6. NEWS RELEASES.

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

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

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

D.2 PAYMENT OF POSTAGE AND FEES

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

D.3 MARKING

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

SECTION E – INSPECTION AND ACCEPTANCE**E1 INSPECTION AND ACCEPTANCE**

- (c) Inspection, acceptance, and evaluation of services will be performed by the COR in accordance with FAR 52.246-4. The Government will conduct any inspection and tests deemed reasonably necessary to ensure that services provided conform in all respects to the contract specifications. Services, which upon inspection are found not to be in conformance with contractual specifications, shall be promptly rejected by the COR and a notice of such rejection will be provided to the contractor by the contracting officer.
- (d) In accordance with FAR 42.15 – Contractor Performance Information, the contractor’s overall performance will be evaluated on an annual basis.

E2 CLAUSES INCORPORATED BY REFERENCE

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

Clause

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

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

- (a) The period of performance of the contract shall commence on May 1, 2014, and end April 30, 2015. Four (4) additional one (1) year option periods may be exercised in accordance with FAR 52.217-9 – Option to Extend the Term of the Contract (MAR 2000).

F.2 CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference in accordance with the FAR clause “52.252-2, Clauses Incorporated by Reference”. See Section I, for the full text version of the FAR clause 52.252-2 and for an internet address for electronic access to full text of FAR clauses.

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

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

SECTION G – CONTRACT ADMINISTRATION DATA

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

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

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

G.4.2 Contracting Officer's Representative -- A Contracting Officer's Representative (COR) will be designated by the CO to monitor all technical aspects and assist in administering the technical portions of the contract.

SECTION H – SPECIAL INSTRUCTIONS

H.1 INITIATION OF ACTIVITIES

Implementation by Delivery Order

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

H.2 ORDERING DATA

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

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

H.3 AUTHORITY TO OBLIGATE THE GOVERNMENT

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

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

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. **Also**, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov/FAR

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

NUMBER	DATE	TITLE
52.202-1	JAN 2012	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.204-7	FEB 2012	CENTRAL CONTRACTOR REGISTRATION
52.209-6	NOV 2011	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.212-4	SEP 2013	CONTRACT TERMS AND CONDITIONS—Commercial Items
52.212-5	JAN 2014	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—Commercial Items
52.219-6	NOV 2011	NOTICE OF TOTAL SMALL BUSINESS SET ASIDE
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-19	MAR 2012	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2010	EQUAL OPPORTUNITY FOR VETERANS
52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2010	EMPLOYMENT REPORTS ON VETERANS
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-5	MAY 2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA – GENERAL
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS

52.232-17	OCT 2010	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION
52.232-35	MAY 1999	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES – FIXED PRICE, ALT II
52.244-2	OCT 2010	SUBCONTRACTS
52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-23	FEB 1997	LIMITATION OF LIABILITY
52.247-34	NOV 1991	F.O.B. DESTINATION
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED- PRICE)
52.249-8	APR 1984	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS
52.227-14	JUN 1987	Rights in Data—General
52.227-16	JUN 1987	Additional Data Requirements
52.214-34	APR 1991	Submission of Offers in the English Language
52.214-35	APR 1991	Submission of Offers in U.S. Currency

I2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 60 months after contract award.

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

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

(End of Clause)

I3 52.216-19 ORDER LIMITATIONS (OCT 1995)

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

(b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of \$1 million annually for the period of this contract.

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

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

(End of Clause)

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

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

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

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

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

(End of Clause)

I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty days (30) of contract expiration.

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

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

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

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

(End of Clause)

I.7 FAR 52.222-3 CONVICT LABOR -- (AUG 1996)

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing this contract.

I.8 FAR 52.233-1 DISPUTES (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

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

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

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

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

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

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

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

1.9. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (DEC 2001)

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (May 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
 - (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)). SOLICITATION
 - (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212)
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (18) 52.225-1, Buy American Act-Supplies (41 U.S.C. 10a - 10d).
- (19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

I10 52.224-1 Privacy Act Notification. (APR 1984)

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

(End of clause)

I11 52.224-2 Privacy Act. (APR 1984)

(a) The Contractor agrees to -

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies -

(i) The systems of records; and

- (ii) The design, development, or operation work that the contractor is to perform;
 - (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
 - (3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.
- (c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
- (2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
- (3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.
- (End of clause)

L12 NONPAYMENT FOR ADDITIONAL WORK

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

(End of Clause)

L13 HSAR CLAUSES

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

- 3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)
- 3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003)
- 3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)
- 3052.242-71, Dissemination of Contract Information (DEC 2003)
- 3052.242-72, Contracting Officer's Technical Representative (DEC 2003)

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

J-1 LIST OF ATTACHMENTS

Attachment	Title
1	Past Performance Questionnaire
2	Contractor Pricing

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

The Past Performance reference shall complete and return this survey directly to: William Quigley via facsimile at 202-732-7446 or via a scanned emailed copy to William.Quigley@ice.dhs.gov . Surveys shall be returned no later than the exact date and time of the solicitation closing date and time to the POC noted above.

I. CONTRACT IDENTIFICATION

- A. CONTRACTOR:
 - B. CONTRACT NO.:
 - C. CONTRACT TYPE:
 - D. PERIOD OF PERFORMANCE:
 - E. ACTUAL OR ESTIMATED CONTRACT TOTAL \$ _____
(Including all possible option periods)
 - F. DESCRIPTION OF REQUIREMENT
-

II. IDENTIFICATION OF PARTY PROVIDING INFORMATION

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

III. ASSESSMENT OF CONTRACTOR PERFORMANCE

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

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

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

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

1 2 3 4 (Circle one)

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

1 2 3 4 (Circle one)

**J-2 Contractor Pricing
Attachment 2**

Instructions: The offerer should provide all necessary labor, materials, and equipment to meet the requirements in Section C of this document.

The price submitted below should include all charges or fees associated with providing service (ie. set up/activation, additions, processing, deletion/ termination, etc.). The Offeror is **required** to submit a price per subscriber.

If providing a quote for the Optional Group please include as much information as possible so that the Government can determine the best value. Information provided should include the minimum and maximum number of subscribers as well as any features that may be different from the individual subscription service. If the pricing information provided is not sufficient to enable the Government to render (with reasonable efforts) the price submission comparable to submissions received on a per subscriber basis, the quote will not be considered. The Government preference is per subscriber.

Period	Price (per subscriber)	Price (Group) Optional
Base		
Option Year 1		
Option Year 2		
Option Year 3		
Option Year 4		

Please note the following:

1. The minimum that the Government agrees to order during the period of this contract is \$10,000.00 per year.
2. The Contractor is not obligated to furnish services covered by this contract in an amount less than \$2,000.00 per order.

However if you are willing to provide a lower Minimum Order than \$2,000.00 please provide that information below:

PART IV- Representations & Instructions
Section K- Representations, Certifications, and Other Statements of Bidders

52.204-8 – Annual Representations and Certifications.(FEB 2012)

(a)

- (1) The North American Industry classification System (NAICS) code for this acquisition is 511210.
- (2) The small business size standard is \$25 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

(i) Paragraph (d) applies.

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

(c)

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

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

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

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

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

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

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

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

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

FAR Clause	Title	Date	Change

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

(End of Provision)

Section L- SOLICITATION PROVISIONS

**L.1. 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. **Also**, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov>

FAR	52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)
	52.212-1	Instructions to Offerors—Commercial Items (JUL 2013)
	52.212-2	Evaluation—Commercial Items (JAN 1999)
	52.212-3	Offeror Representations and Certifications—Commercial Items (NOV 2013)
	52.214-4	False Statements in Offers (APR 1984)
	52.214-5	Submission of Bids (MAR 1997)
	52.216-27	Single or Multiple Awards (OCT 1995)
	52.233-3	Protest after Award (AUG 1996)

Upon request, the Contracting Officer will make their full text available.

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

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

L.3 EXPENSES RELATED TO OFFERORS SUBMISSIONS

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

L.4 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

William Quigley, CONTRACT SPECIALIST
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT (OAQ)
801 I STREET NW
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.

L.5 COMPLIANCE WITH INSTRUCTIONS

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

L.6 NUMBER OF AWARDS

ICE may elect to award a single awardee or multiple awardees under this solicitation.

L.7 COMMUNICATIONS REGARDING THIS SOLICITATION

Any communications regarding this Solicitation shall be directed to:

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

L.8 Conditions of This Solicitation

This solicitation is not a contract, a promise to contract, or a commitment of any kind.

L.9 Submission of Proposals

In accordance with A1, Paper copies and electronic quotes will be accepted. Facsimile proposals are not permitted and will be disregarded if received. All electronic files and hardcopy files should be labeled with the Offeror's name, solicitation number, submission date and the words "Source Selection Sensitive".

SECTION M-BASIS FOR AWARD

M.1 EVALUATION

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

- (i) technical capability of the item offered to meet the Government requirement;
- (ii) past performance; see FAR 15.304
- (iii) price

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

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

M.2 TECHNICAL EVALUATION FACTORS

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

A. TECHNICAL EVALUATION

FACTOR 1 – Technical Capabilities

The Government will evaluate the offeror's technical proposal(s) to determine that it substantiates the offeror's abilities to provide the items to aid ICE in meeting its operational requirements. Some examples of areas to be evaluated include, but are not limited to:

- # of current records
- Ability to collect new records
- Number of states or Metro areas where significant records are provided.
- Ability to add and/or delete subscribers
- Ability to run reports
- Database storage capacity
- Minimum order requirements

In order to receive the maximum rating, offerors should submit material to address their capabilities in above areas.

FACTOR 2 – Past Performance

The Past Performance Factor evaluation will assess the relevance and quality of the quoter's past performance. The Government is seeking to determine whether the quoter has experience that will enhance its technical capability to perform and whether the quoter consistently delivers quality services in a timely and cost effective manner. In evaluating past performance, ICE will take into consideration the relevant experience and past performance assessments from the quoter's references from 3-5 contracts completed or in-process over the last three (3) years from the closing date of the solicitation. However, ICE reserves the right to use relevant past performance information it obtains through other sources (e.g., interviews with previous clients/customers of the contractor and/or other agency databases, etc.). The assessment will include the following areas:

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

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

B. FACTOR 3 – REASONABLE PRICING

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

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

Price will be evaluated for reasonableness in accordance with FAR 13.106-3 Any quote that is unreasonable or materially unbalanced as to price for basic and option items including follow-on years may be rejected.

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

As part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR Clause 52.217-8 by adding one-half of the quoter's final option period prices to the quoter's total price. Thus, the quoter's total price for the purpose of evaluation will include the base period and all option periods. Quoters are required only to price the base and option periods. Quoters shall not submit a price for the potential one-half extension of services period.

Factor Weighting: Technical Factor 1 is significantly more important than Technical Factors 2. Factors 1 & 2 when combined are significantly more important than Price.

M.3. EVALUATION RATING SCHEME

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

The quotes will be scored based on the following guidelines:

Factor 1 – Technical Capabilities

Outstanding: The Technical submittal indicates an exceptionally thorough and comprehensive understanding of the requirement. In terms of the specific factor (or significant sub factor), the quote contains major strengths, exceptional features, or innovations that should substantially benefit the program. There are no weaknesses or deficiencies. The risk of unsuccessful performance is extremely low.

Good: The Technical submittal indicates a thorough understanding of the requirement. The quote has major strengths and/or minor strengths which indicate the proposed approach will benefit the program. Weaknesses, if any, are minor and are more than offset by strengths. The risk of unsuccessful performance is very low.

Satisfactory: The Technical submittal indicates an adequate understanding of the requirement. There are few, if any, exceptional features to benefit the program. Weaknesses are generally offset by strengths. The risk of

unsuccessful performance is low.

Marginal: The Technical submittal indicates a superficial or vague understanding of the requirement. The quote has weaknesses that are not offset by strengths. The risk of unsuccessful performance is moderate.

Unsatisfactory: The Technical submittal indicates a lack of understanding of the requirement. Numerous weaknesses and deficiencies exist. Numerous weaknesses and deficiencies exist. The risk of unsuccessful performance is high.

Factor 2 – Past Performance

Outstanding: Past performance is completely relevant in terms of content, scope and complexity and outstanding in quality. Based on the quoter's record of past performance, no issues, concerns or risks are associated with receiving timely delivery of services and contract performance. Past performance, surveys and the quoter's experiences indicate that the quoter is capable of exceeding the requirements of the task.

Good: Past performance is applicable in terms of content, scope and complexity and at least good in quality. The quoter's record of past performance indicates there is very little risk associated with receiving quality products, timely delivery of services and contract performance. Past performance surveys and the quoter's experience indicate that the quoter will meet or exceed the requirements of the task.

Satisfactory: Past performance is at least somewhat applicable in terms of content, scope and complexity and at least satisfactory in quality. The quoter's record of past performance indicates there is some potential risk associated with receiving quality products, timely delivery of services and contract performance. Past performance surveys and the quoter's experience indicate that the quoter may have some problems during performance of the requirements on the task.

Unsatisfactory: Relevant past performance that is not satisfactory in quality. The quoter's record of past performance indicates there are significant risks associated with receiving quality products, timely delivery of services and contract performance. Past performance surveys and the quoter's experience indicate lack of customer satisfaction and indicate the likelihood of several major problems during performance of the requirements of the task.

Neutral: A quoter without a record of relevant past performance or for whom information on past performance is not available.

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

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

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

End Section M