


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF 1 14			
2. CONTRACT NO. GS00Q140ADU119			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER 70SBUR19F00000258		5. SOLICITATION NUMBER 70SBUR19R00000032		
							6. SOLICITATION ISSUE DATE 04/23/2019		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Ashley McClain				b. TELEPHONE NUMBER (No collect calls) 802-872-4631		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403			CODE CIS		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) </div> <div>NAICS: SIZE STANDARD:</div> </div>				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
							14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO Office of Policy and Strategy 20 Massachusetts Avenue, NW Washington DC 20529			CODE HQOPS		16. ADMINISTERED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403				
17a. CONTRACTOR/ OFFEROR ICF INCORPORATED LLC 9300 LEE HIGHWAY FAIRFAX VA 220316050		CODE 0726485790000		FACILITY CODE		18a. PAYMENT WILL BE MADE BY See Invoicing Instructions			
						CODE WEBVIEW			
TELEPHONE NO.					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT	
						23. UNIT PRICE		24. AMOUNT	
		DUNS Number: 072648579+0000 This is a Firm Fixed Price (FFP) task order with one 12-month base period and two 12-month option periods for Regulatory Support Services in support of the Office of Policy and Strategy (OPS) Regulatory Coordination Division (RCD). This order is subject to the terms and conditions of the GSA's One Acquisition Solution for Integrated Services (OASIS UNRESTRICTED) Indefinite-Delivery Indefinite Quantity (IDIQ) contract. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input type="checkbox"/> 29. AWARD OF CONTRACT: OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) TRACEY B HARRIOT Digitally signed by TRACEY B HARRIOT Date: 2019.06.26 08:12:01 -04'00'			
30b. NAME AND TITLE OF SIGNER (Type or print) Anthony Chau, Manager, Contracts			30c. DATE SIGNED 06/26/2019		31b. NAME OF CONTRACTING OFFICER (Type or print) TRACEY B. HARRIOT			31c. DATE SIGNED 26 JUN 2019	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	AAP Number: 2018044537 Accounting Info: SERVICES 000 EX 50 01 00 000 06 30 0000 00 00 00 00 GE 25 11 00 000000 Period of Performance: XXXXXXXXXX Base Period XXXXXXXXXX				
0001	Regulatory Support Services in accordance with the Statement of Work FFP	XXXXXXXXXX			XXXXXXXXXX
0002	Contract Access Fee (CAF) XXXXXXXXXX Base Period FFP	XXXXXXXXXX			XXXXXXXXXX
	Option Period 1 XXXXXXXXXX				
1001	Regulatory Support Services in accordance with the Statement of Work FFP Continued ...	XXXXXXXXXX			XXXXXX

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS00Q14OADU119/70SBUR19F00000258

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NAME OF OFFEROR OR CONTRACTOR
ICF INCORPORATED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date: [REDACTED]				
1002	Contract Access Fee (CAF) [REDACTED] Option Period 1 FFP Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date: [REDACTED]			[REDACTED]	[REDACTED]
2001	Option Period 2 [REDACTED] Regulatory Support Services in accordance with the Statement of Work FFP Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date: [REDACTED]			[REDACTED]	[REDACTED]
2002	Contract Access Fee (CAF) [REDACTED] Option Period 2 FFP Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date: [REDACTED]			[REDACTED]	[REDACTED]
	The total amount of award: [REDACTED]. The obligation for this award is shown in box 26.				

PART II – CLAUSES

Along with the following additional task order terms and conditions, all applicable One Acquisition Solution for Integrated Services (OASIS) Indefinite-Delivery Indefinite Quantity (IDIQ) contract clauses flow down to the resultant task order for commercial services.

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):

<http://www.acquisition.gov/far> or <http://farsite.hill.af.mil/vffara.htm>

(End of clause)

Federal Acquisition Regulation (FAR) clauses incorporated by reference

52.204-18 Commercial and Government Entity Code Reporting (JUL 2016)

52.212-4 Contract Terms and Conditions – Commercial Items (OCT 2018)

52.227-14 Rights in Data (MAY 2014)

FAR clauses incorporated in full text:

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (JAN 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(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:

[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

☒ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☒ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (Nov 2011) of 52.219-3.

☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

☐ (ii) Alternate I (Jan 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (Nov 2011).

☐ (iii) Alternate II (Nov 2011).

☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- ___ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Nov 2016) of 52.219-9.
- ___ (v) Alternate IV (Nov 2016) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- _X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- _X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- _X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- _X_ (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- _X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- _X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- _X_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- _X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

- _X_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- ___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- _X_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- ___ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- ___ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (Jan 2017) of 52.224-3.
- ___ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- _X_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- _X_ (55) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- _X_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).
- ___ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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:

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- ___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

- ___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- ___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- ___ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Publ L. 115-91).
- (iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(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 **15 days**; 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 **36 months**.

(End of Clause)

52.252-4 Alterations in Contract (APR 1984)

Portions of this contract are altered as follows: Use of the word “contract” is understood to mean “task order” whenever such application is appropriate.

(End of clause)

Homeland Security Acquisition Regulation (HSAR) clauses incorporated by reference:

**3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO
DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

3052.205-70 Advertisements, Publicizing Awards, and Releases (SEP 2012)

3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)

3052.215-70 Key Personnel or Facilities (DEC 2003)

The Key Personnel under this Contract are:



3052.242-72 Contracting Officer's Technical Representative

(DEC 2003)

Local Terms and Conditions

INVOICE SUBMISSION INSTRUCTIONS (Addendum to FAR 52.212-4(g))

- (a) Each invoice shall contain the following additional information:
 - (1) OASIS contract number and task order number
 - (2) Name of the Contract Specialist and/or Contracting Officer
- (b) Each invoice must be submitted to the designated billing office via one of the following modes (listed in descending order of preference):
 - (1) Electronically – Invoices shall be submitted in Adobe pdf format with each pdf file containing only one invoice. The pdf files shall be submitted electronically using the “To” line in the e-mail address to USCISInvoice.Consolidation@ice.dhs.gov with each email conforming to a size limit of 500 KB.
 - (2) Via mail – If a paper invoice is submitted, mail the invoice to:

USCIS Invoice Consolidation
PO Box 1000
Williston, VT 05495
- (c) Invoices not meeting these requirements will be rejected and not paid until a corrected invoice meeting the requirements is received.

EMPLOYMENT ELIGIBILITY VERIFICATION

In accordance with FAR 52.222-54, the contractor is required to enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award. Once enrolled, the contractor is required to use E-Verify to electronically verify employment authorization of: (1) all new employees hired during the contract term; and (2) all employees performing work in the United States on the contract. Some exemptions may apply, please see guidance at www.uscis.gov/e-verify/federal-contractors on who is to be verified.

The contractor shall provide assertion of its enrollment in E-Verify and use of the system within 30 days of contract award to include any applicable employee exemptions to the Contracting Officer. If these assertions are not received or it cannot be completed, please provide the plan to ensure compliance with the Employment Eligibility Verification FAR Clause. The assertion shall be from the prime contractor and each subcontractor.

POSTING OF CONTRACT (OR ORDER) IN FREEDOM OF INFORMATION (FOIA) READING ROOM:

- (a) The Government intends to post the contract (or order) resulting from this solicitation to a public FOIA reading room.
- (b) Within 30 days of award, the Contractor shall submit a redacted copy of the executed contract (or order) (including all attachments) suitable for public posting under the provisions of the Freedom of Information Act (FOIA). The Contractor shall submit the documents to the USCIS FOIA Office by email at foiaerr.nrc@uscis.dhs.gov with a courtesy copy to the POC's designated in the deliverable schedule.
- (c) The USCIS FOIA Office will notify the contractor of any disagreements with the Contractor's redactions before public posting of the contract or order in a public FOIA reading room.

(End of clause)

Part III – LIST OF ATTACHMENTS

- A. Statement of Work (SOW), 9 pages
- B. Security Requirements, 1 page

Statement of Work

1. Title of Project

Regulatory Support Services in support of the U.S. Citizenship and Immigration Services (USCIS) Office of Policy & Strategy, Regulatory Coordination Division (RCD).

2. Period of Performance

This order has a base performance period of one year and two one-year option periods to be exercised at the government's discretion.

3. Place of Performance

The principal place of performance will be at the contractor's facility in the Washington, DC metropolitan area.

4. Project Background

USCIS administers the nation's lawful immigration system, safeguarding its integrity and promise by effectively and fairly adjudicating requests for immigration benefits while protecting Americans, securing the homeland, and honoring our values.

The Regulatory Coordination Division within the Office of Policy & Strategy works to promote flexible and sound immigration policies and programs and strengthen the infrastructure supporting the USCIS mission.

RCD's mission is to develop quality regulations by providing courteous and responsive professional support in analytical research. RCD centrally manages and coordinates the development of all USCIS regulations. RCD is responsible for conducting quantitative and qualitative impact analyses of various policy options and presenting that information in a clear and concise way for senior USCIS leadership and the public.

RCD plays a central role in ensuring rulemaking activities are performed in accordance with federal law. For instance, RCD is responsible for ensuring all USCIS regulations are in compliance with Executive Orders 12866 (Regulatory Planning and Review), 13563 (Improving Regulation and Regulatory Review), and 13771 (Reducing Regulation and Controlling Regulatory Costs). RCD also makes sure USCIS regulations comply with the Regulatory Flexibility Act, the Small Business Regulatory Enforcement Fairness Act, the Unfunded Mandates Act, and the National Environmental Policy Act.

Over the last three calendar years, the volume of public comments received on USCIS rulemaking actions varies with a low of 476 public comments received on the USCIS Rule adjusting immigration fees to a high of approximately 266,000 public comments received on the rule entitled "Inadmissibility on Public Charge Grounds." While it is impossible to forecast the volume of comments for each regulatory action USCIS plans to publish over the period of the contract, based on the public interest in

the regulatory plans that USCIS has published in the Unified Agenda, the Agency anticipates that a few of those actions may receive public comment volumes in the high tens of thousands or more.

5. Scope

The contractor shall provide regulatory support services to USCIS in developing and promulgating regulations that implement U.S. immigration policy and programs. The contractor shall provide these services by reviewing, summarizing, and analyzing public comments received on USCIS documents that are published in the *Federal Register*. To this end, the contractor must possess a knowledge and understanding of U.S. immigration law, regulations, and policies as well as the federal regulatory process. The contractor shall provide all personnel, materials, supervision, other items and services necessary to perform regulatory support services to conduct the documentation and assessments required under this contract. The contractor shall have the capacity to review, monitor, synthesize, categorize, summarize, track, and report on tens of thousands of comments on USCIS's regulatory actions.

The Contractor shall provide analytical assistance and regulatory evaluations for its rulemaking activities. The contractor shall provide environmental assessment and review for all rulemaking projects over the course of the contracting period, and economic analysis of up to three rulemaking projects each year.

In addition to preparing analytical reports and documents in support of USCIS rulemaking, the contractor shall provide technical writing support for development of the rulemaking documents and publication in the *Federal Register*. The contractor shall participate in regular meetings with the USCIS rulemaking teams to support this effort.

6. Specific Tasks

A listing of services the contractor shall provide is below:

	Service Category	Service Description
1	Public Comment Processing	<ul style="list-style-type: none"> Monitor, review, and categorize comments received by USCIS from internal and external stakeholders via the Federal Document Management System (FDMS). This includes comments received by Congress, state and local government officials, special interest groups and professional organizations which may be received outside of the FDMS process. The contractor must also develop a system to compile, monitor, evaluate, synthesize and report comments received by federal agency partners during an internal federal review process of the rulemaking effort. This includes any comments received via mail and updated to FDMS. Comment Analysis: Construct written summaries and reports of all issues raised by commenters. Report and summaries must conform with Administrative Procedures Act (APA) guidelines and in accordance with DHS and USCIS protocol and must be suitable for publishing in the rulemaking's electronic docket. All reports must identify the source of

		<p>comments and the basis for decisions, highlights of working sessions, methods and sources used to generate assumptions, analysis, statistics, and recommendations. In addition, the contractor must draft and submit a final report. The final report summarizes all the comments, by topic area, into one document.</p>
2	Regulatory Evaluation	<ul style="list-style-type: none"> • National Environmental Policy Act (NEPA) Analysis: Assess whether the USCIS rulemaking effort is categorically excluded from NEPA review. If the rulemaking is not categorically excluded, assess whether the rulemaking is a major Federal action that could significantly affect the quality of the human environment. Prepare and draft written analysis, which will be a section in the rulemaking's preamble, summarizing the assessment and findings under NEPA evaluation. Respond to public comments on the NEPA statement contained in proposed rules. Respond to questions raised by Departmental and White House reviewers of the rulemaking through all stages of review. • Economic Analysis: Provide economic analysis support for two to three regulatory projects per year. <ul style="list-style-type: none"> • Compliance Requirements: Ensure the regulatory analysis complies with Executive Orders 12866 (Regulatory Planning and Review), 13563 (Improving Regulation and Regulatory Review), and 13771 (Reducing Regulation and Controlling Regulatory Costs). The contractor must also ensure that the regulatory analysis and evaluation complies with the Regulatory Flexibility Act, the Small Business Regulatory Enforcement Fairness Act, the Unfunded Mandates Act, and the National Environmental Policy Act.
3	Technical Writing/Editing	<ul style="list-style-type: none"> • Produce and edit draft rulemaking documents in accordance with the proper formal, suitable for publication in the Federal Register in accordance with the <i>Federal Register Document Drafting Handbook</i> (DDH), GPO Style Manual, and Blue Book and in accordance with DHS and USCIS protocol to ensure compliance.

Meetings and Teleconferences

The contractor shall participate in meetings either in person or via phone or teleconference. The number of hours and frequency for each meeting will be determined based on the requirements of the project.

7. Deliverables

The contractor is responsible for the timely completion and submission of deliverables in accordance with standards set forth in various Executive Orders and Acts of Congress. For each project, the contracting officer's representative (COR) will provide a project overview and schedule for deliverables. Unless otherwise specified, the Government will have ten business days to review and provide comments to the contractor prior to acceptance of all deliverables.

The government has the right to reject or require corrections of any deficiencies. In the event of a rejected deliverable, the contractor will be notified in writing by the Contract Specialist, Contracting Officer, or COR for the specific reasons for rejection.

The contractor shall have an opportunity to correct the rejected deliverable. The contractor must respond with the corrections within five business days after receipt of Government comments, unless otherwise specified.

If the deliverable is acceptable, the COR will send an e-mail to the contractor notifying that the deliverable has been accepted.

All other review times and schedules for deliverables not specifically addressed within the task order shall be agreed upon by the parties based on the final approved project plan at the Government's discretion. The contractor shall be responsible for timely delivery to government personnel in the agreed upon review chain, at each stage of the review. The contractor shall work with personnel reviewing the deliverables to assure that the established schedule is maintained.

The contractor shall provide all written deliverables in electronic format with read/write capability using applications that are compatible with DHS/USCIS network access and usage requirements.

The following are the primary types of deliverables to be performed by the contractor.

Deliverable Type	Description
Post Award Conference	<p>A post award conference will be scheduled as soon as possible after award, usually within seven days, unless otherwise specified by USCIS. The date and time will be determined by the Contracting Officer. The purpose of the meeting will be to identify primary points of contact, discuss scope, tasks, and understanding of technical approach.</p> <p>The Contractor shall prepare and submit a written report of the findings and understanding of the project.</p>
Project Plan	<p>The project plan should include a quality control plan (QCP) and an approach providing sufficient monitoring and oversight of contractor personnel.</p>
Comment Processing Summaries	<p>Perform activities related to importing comments from FDMS, coding and sorting them, and preparing status reports describing them. Associated with that effort, the Contractor shall be required to periodically liaise with the USCIS rulemaking team to understand the rulemaking effort, seek clearance on the preliminary plans to code and sort comments, and to provide</p>

	iterative status updates on the comments received and coded during the comment cycle. Comment Analysis: Construct written summaries and reports of all issues raised by commenters. Report and summaries must conform with Administrative Procedure Act (APA) guidelines and in accordance with DHS and USCIS protocol and must be suitable for publishing in the rulemaking's electronic docket. The contractor must provide initial and preliminary draft for USCIS review – list of comment categories to be coded.
Analysis Documents	Prepare reports, presentations, and written documents analyzing the impact of a rulemaking in accordance with the relevant laws, Executive Orders, and OMB guidance, as appropriate. Such analyses must conform to the requirements laid out by statute, (ie. NEPA, Reg Flex Act, SBREFA, and Unfunded mandates) and/or executive order requirements (i.e. EO 12866, EO 13563, and EO 13771) in accord with OMB OIRA Guidance.
Technical Drafts of Rulemaking Documents	Prepare and edit draft preamble language of the regulatory proposal and final regulatory text changes in a format consistent with the guidance found in the <i>Federal Register Document Drafting Handbook</i> and which adheres to DHS and USCIS drafting guidance.
Regulatory Briefing Materials	Prepare reports, materials, and presentations in electronic format with read/write capability in Microsoft Office Applications.
Status Reports	<p>Draft reports, prepared as directed by USCIS, to inform USCIS of activities completed in accordance with established milestones and deadlines.</p> <p>Meeting Minutes: The contractor shall capture and submit meeting minutes for any meeting held with USCIS to include the names, titles, and agency/office of participants, meeting date and time, meeting agenda, and notes from the discussion.</p>

8. Key Personnel

The following contractor personnel shall be considered key personnel and shall provide the majority of project work for USCIS. In accordance with HSAM 3052.215-70, the contractor shall provide a minimum of a two week notification prior to removal or vacancies created by key personnel. Key personnel shall be principally responsible for regulatory support services as specified throughout this contract.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



9. Travel

Travel outside of the Metropolitan Washington, DC area is not anticipated. For the purpose of this task order, the local commuting area is defined as a 50 mile radius from USCIS HQ offices. No long distance travel will be approved for any staff, including staff located outside the DC metropolitan area.

10. Government Furnished Information

The Government will provide necessary information, data, and documents to the contractor for work required under this order. The contractor shall be responsible for returning all Government furnished information, data, and documents to the Government at the end of the performance period or for destroying the information at the instruction of the Government. The contractor will provide a certification in writing for all information destroyed at the agency's request. The contractor shall not release Government furnished information, data and documents to outside parties without the prior and explicit consent of the Contracting Officer. All contractor personnel performing services under this task order shall be required to complete a non-disclosure agreement.


11. Hours of Operation

Normal hours of operation shall range from 8:00 AM to 5:00 PM ET, Monday through Friday, excluding Federal Government holidays.

12. Documentation

The contractor shall review and approve all work products in draft form prior to use or distribution. The Government will make all regulatory, policy, and interpretative decisions resulting from contractor-provided advice and assistance. The contractor shall not publish or otherwise release, use, or disclose any work product generated under this task order without express authorization of the COR or Contracting Officer (CO). All documentation, deliverables, and written reports developed by the contractor shall become the property of the Government.

Project Management and Quality Control

The contractor must provide adequate project management and quality control measures to ensure the acceptability of all deliverables. This includes , as identified in Section 8, Key Personnel, and creation of a Project Plan and a Quality Control Plan to ensure sufficient monitoring and oversight of contractor personnel.

The contractor's Project Plan must include:

- An internal project management plan with
 - A strategic plan for addressing staffing issues and turnover;
 - A transition and training plan for internal staff;
 - Mitigation strategies and corrective action plans for addressing slow turnaround and quality issues with deliverables;
 - Strategies to correct for schedule slippage issues.

The contractor's Quality Control Plan must include:

- A Communication Plan for maintaining contact with the Government;
- An oversight plan;
- A Quality Assurance Plan with
 - A proofing plan;
 - A compliance check with DHS/USCIS Branding and Style Guides;
 - An assessment of key personnel's ability to provide professional products in a timely manner;
 - A review of personnel's overall quality of work including proofing and editing documents.

The contractor must adhere to all approved quality assurance control measures and plans.

The contractor must provide and perform quality control to ensure high quality services.

SECURITY REQUIREMENTS

FACILITY ACCESS CONTROL

The Contractor will observe all internal building security regulations that apply to any and all buildings concerning this contract. The Contractor will only enter the facility or building with continuous escort service during their work hours and they will depart the facility or building after work hours. When entering and departing the facility or building each contractor must sign in and out as required at the site.

EMPLOYMENT OF ILLEGAL ALIENS

Subject to existing law, regulations and other provisions of this contract, the Contractor shall not employ illegal or undocumented aliens to work on, or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.