

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER VER190046, NRC190046, ESD190006		PAGE OF 1 24	
2. CONTRACT NO. GS02Q16DCR0034		3. AWARD/ EFFECTIVE DATE 06/17/2019		4. ORDER NUMBER 70SBUR19F00000250		5. SOLICITATION NUMBER 70SBUR19Q00000134	
6. SOLICITATION ISSUE DATE 03/28/2019		7. FOR SOLICITATION INFORMATION CALL:		a. NAME NICHOLE MASON		b. TELEPHONE NUMBER (No collect calls)	
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: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <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) NAICS: 541612 SIZE STANDARD: \$15.0	
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 USCIS 20 Massachusetts Ave. N.W. Washington DC 20529		CODE HQ, USCIS		16. ADMINISTERED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403	
17a. CONTRACTOR/OFFEROR ACCENTURE FEDERAL SERVICES LLC 800 NORTH GLEBE ROAD SUITE 300 ARLINGTON VA 222031807		CODE 1397271480000		FACILITY CODE		18a. PAYMENT WILL BE MADE BY See Invoicing Instructions	
CODE WEBVIEW		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	DUNS Number: 139727148+0000 AAP Number: N/A Period of Performance: 06/17/2019 to 01/17/2020 Interview Training and Certification Requirements in accordance with the attached Statement of Work (SOW). The price of the trainings shall include instructor fees, travel, development of material, all materials (guides and tools) and any other associated class material for up to 20 students per training, 8 hours per training at various (Use Reverse and/or Attach Additional Sheets as Necessary)			8	EA		
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"/> 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 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 checked="" type="checkbox"/> 29. AWARD OF CONTRACT: FPR Scenario 1 OFFER DATED 05/14/2019. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: Pricing Scenario 1			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)				31b. NAME OF CONTRACTING OFFICER (Type or print)			
NICHOLE MASON				Sarah E. Rizner			
30c. DATE SIGNED 6/17/19				31c. DATE SIGNED 6/17/19			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>locations. Trainings locations are listed in the SOW. Specific training dates at each location will be arranged between the awarded contractor and the program office once an award has been issued. Vendor will only be paid for training provided to USCIS.</p> <p>Accounting Info: RECRTOS 000 OS 70-01-00-000 07-20-0200-00-00-00-00 GE-25-37-00 000000 Funded: [REDACTED]</p> <p>Accounting Info: RECRUIT 000 EX 60-01-00-000 07-20-0100-00-00-00-00 GE-25-37-00 000000 Funded: [REDACTED]</p> <p>Accounting Info: RECRUIT 000 EX 20-01-00-000 07-00-0000-00-00-00-00 GE-25-45-MS 000000 Funded: [REDACTED]</p> <p>Accounting Info: RECRUIT 000 EX 20-04-00-000 07-60-0100-60-00-00-00 GE-21-33-AW 000000 Funded: [REDACTED]</p>				
0002	<p>One (1) in-person train-the-trainer training session and training guide to IRIS employees involved in the screening and evaluation process project IAW the attached SOW. Training is to be held in Washington, DC. Specific location to be Continued ...</p>	1	EA	[REDACTED]	[REDACTED]

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 (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT (Location)	
41c. DATE			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ACCENTURE FEDERAL SERVICES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	determined after award. Accounting Info: RECRUIT 000 EX 20-04-00-000 07-60-0100-60-00-00-00 GE-21-33-AW 000000 Funded: [REDACTED]				
0003	Interview Training and Certification Requirements in accordance with the attached Statement of Work (SOW). The price of the trainings shall include instructor fees, travel, and development of material, all materials (guides and tools) and any other associated class material for up to 20 students per training, 8 hours per training at various locations. Trainings locations are listed in the SOW. Specific training dates at each location will be arranged between the awarded contractor and the program office once an award has been issued. This option line may be exercised anytime between 6/17/2019 to 3/31/2020 OPTIONAL LINE ITEM Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date: 01/01/2020 Accounting Info: RECRUIT 000 EX 20-04-00-000 07-60-0100-60-00-00-00 GE-21-33-AW 000000 Funded: [REDACTED]	1	EA	[REDACTED]	[REDACTED]
0004	Interview Training and Certification Requirements in accordance with the attached Statement of Work (SOW). The price of the trainings shall include instructor fees, travel, and development of material, all materials (guides and tools) and any other associated class material for up to 20 students per training, 8 hours per training at various locations. Trainings locations are listed in the SOW. Specific training dates at each location will be arranged between the awarded contractor and the program office once an award has been issued. This option line may be exercised anytime between 6/17/2019 to 3/31/2020 OPTIONAL LINE ITEM Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date: 01/01/2020 Continued ...	1	EA	[REDACTED]	[REDACTED]

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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24

NAME OF OFFEROR OR CONTRACTOR

ACCENTURE FEDERAL SERVICES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	<p>Accounting Info: RECRUIT 000 EX 20-04-00-000 07-60-0100-60-00-00-00 GE-21-33-AW 000000 Funded: [REDACTED]</p> <p>Contract Access Fee IAW the Human Capital and Training Solutions (HCaTS) Program 0.75% of total contract value</p> <p>Accounting Info: RECRUIT 000 EX 20-04-00-000 07-60-0100-60-00-00-00 GE-21-33-AW 000000 Funded: [REDACTED]</p> <p>The total amount of award: [REDACTED] The obligation for this award is shown in box 26.</p>	1	EA	[REDACTED]	[REDACTED]

Statement of Work

Immigration Records and Identity Services

Job Candidate Screening and Evaluation Process

1. Background

The Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS), Immigration Records and Identity Services Directorate (IRIS), is seeking to develop a robust job candidate screening and evaluation process. The screening and evaluation process begins as soon as the USCIS Human Resources (HR) Department provides an IRIS hiring manager a certified list of minimally qualified candidates. IRIS is seeking materials and training that are designed to take the certified list of minimally qualified candidates and objectively screen and evaluate them against IRIS competencies, additional competencies, and technical requirements in order to identify the most qualified applicants.

2. Scope/Tasks

- 2.2 The Contractor shall collect relevant requirements from IRIS. IRIS will identify additional USCIS stakeholders who will participate in providing the Government's requirements. Based on the gathered requirements, and upon accepted process evaluation methodology, the Contractor shall design a robust screening and evaluation process for implementation by the Government. IRIS will provide the contractor with an overview of IRIS following award.
- 2.3 The contractor shall develop a **competency model** that will be used by IRIS hiring managers and other IRIS employees to broadly define and identify the blueprint for "excellent" performance within IRIS. The **competency model** will include IRIS' core competencies, *Creative Thinking, Problem Solving, Flexibility* and additional competencies not to exceed a total of six. The competency model shall include a broad consensus of specific skills, attributes and behaviors needed to succeed in IRIS.
- 2.4 The contractor shall develop a **phone screening guide** that will be used by IRIS hiring managers and other IRIS employees to determine if the candidate has the knowledge and/or skills for the job, the motivation needed for the job applied, and confirm that the applicant has realistic expectations for the job applied. The phone screening will serve as the pre-interview for recommendation with moving to the next screening and evaluation process, the structured competency-based interview.

The **phone screening guide** shall include information and questions that will:

- Check potential deal breakers early in areas such as, availability, flexibility in hours and location
- Clarify information on a candidates resume
- Evaluate candidates' verbal communication skills
- Share basic information about the job announcement

- Reveal the candidates capabilities
- Any other tips and valuable information
- Contain questions or information that should not be asked

2.5 The contractor shall develop sample **competency-based behavior sample interview questions with associated probing questions** for each competency identified in the **competency model**. The sample questions will be used during the structured competency-based interview to uncover past actions which predict future performance. Probing questions will be necessary when the hiring manager and IRIS employees involved in the interview want to make sure they are getting the whole story, and depending on the candidate's response, they will need to probe further through a series of probing questions.

2.6 The contractor shall develop a **competency-based interview guide and scoring rubric** to be used by IRIS hiring managers and other IRIS employees to conduct structured interviews, provide logistical structure of the interview, outline questions to avoid which would prevent them from getting a correct overview of the candidate, eliminate personal bias, and score candidates on concrete evidence against the scoring rubric rather than simply on interviewer's subjective opinion.

The **interview guide** should contain at minimum the following:

- Instructions on how to prepare and conduct an interview
 - Introductory text (General and customizable)
 - Background information on the Program Office (General and customizable)
 - Competencies Assessed
 - Preparing for Interview
 - Welcome
 - Opening Statement (General and customizable)
 - Ice Breaker (General and customizable)
 - Instructions for Note-Taking and Time Management
 - Scoring Rubric
 - Closing the Interview
- Guidance as to what questions to avoid
- Scoring Rubric

2.7 The contractor shall provide **in-person training** to IRIS hiring managers and other IRIS employees involved in the screening and evaluation process on how to conduct competency-based interviews. Competency-based interviewing (also referred to as behavioral and situational interviewing) is based on a simple premise, which is that 'the best predictor of what a person will do in the future is what that person did in the past in a comparable situation.' It differs from more traditional forms of interviewing, where the evaluation panel members ask questions related to what they are looking for, but without any specific aim in mind other than getting an overall impression of the candidate.

The training shall include, but not be limited to, the contractor providing IRIS employees with an understanding of the interview process, teaching IRIS employees how to develop behavioral and situational questions, teaching IRIS employees how to create rating scales with benchmark definitions, providing IRIS employees involved in hiring with the necessary materials to prepare for the interview as an interviewer, providing IRIS employees with the necessary materials to conduct the interview, and allowing IRIS employees to gain knowledge on how to facilitate the structured interview process through instruction and hands-on exercises.

Training provided shall be customized to meet USCIS' needs and shall address the following strategic goals:

- Knowledge and understanding of structured competency-based interviews, including panel interviews
- Understanding and ability to generate behavioral and situational interview questions geared to assess identified competencies necessary to succeed at IRIS
- Understanding and ability to create rating scales and benchmark definitions, as well as sample materials on how to create the scorecards (rubrics)
- Understanding and ability to score candidates consistently while differentiating between good-average-bad answer (benchmark definitions)
- Awareness of biases, and provision of materials, techniques, and tactics on combating them
- Ability to articulate feedback, document and compile effective notes
- Gain knowledge through hands-on exercises how to facilitate the structured interview process

The contractor shall validate the content of the training with IRIS for final approval so that the training delivery style and content aligns to IRIS's goals for the program.

Each attendee shall receive an **attendee workbook**, with all hiring materials outlined in this SOW and additional resources around legal interviewing, competency-based questions, benchmark definitions, and probing questions.

The contractor will certify that IRIS staff has passed the course by providing an exam to the participants, following the completion of the course.

The class size will consist of up to 20 students in each training location.

Vendor must provide a draft training syllabus.

- 2.8** The contractor shall provide **“train the trainer” in-person training and provide trainer’s guide** to IRIS employees involved in the screening and evaluation process project, so that they can build team’s capabilities to redeliver training across the organization.

The class size will consist of up to 20 students in one training location designated by IRIS.

Vendor must provide a draft training syllabus.

- 2.9** The contractor shall provide all guides, rubric, attendee workbooks, sample interview questions, competency model, and training materials outlined in scope/tasks 2.2 through 2.8 above in editable MS Office Products.

3. Place of Performance

Job screening, evaluation guides and materials, as well as IRIS communication shall be completed remotely.

One (1) in-person train-the-trainer training session and eight (8) in-person trainings with an option to have up to two (2) more at any one of the locations outlined below. Instructor(s) are will travel to travel to Los Angeles, CA; Washington, DC; Buffalo, NY; Lincoln, NE; and Lee Summit, MO. Travel shall be included in the overall price of the training and shall not be billed separately.

Location	Class Size	Days of Training
IRIS train-the-trainer training Location TBD in Washington, DC	Up to 20	1, 8 hour training
Identity and Information Management Division 200 First Street, NE, 2nd FL Washington, DC 20529	Up to 20	2, 8 hour training *to be held on consecutive days*
Verification Division 131 M Street, NE, 2nd Floor Washington, DC 20002	Up to 20	1, 8 hour training
National Records Center 150 Space Center Drive Lee's Summit, MO 64064-1182	Up to 20	2, 8 hour training *to be held on consecutive days*
Nebraska Verification Operations Center 850 'S' Street Lincoln, NE 68508	Up to 20	1, 8 hour training
Buffalo Verification Operations Center 10 Fountain Plaza Buffalo, NY 14202	Up to 20	1, 8 hour training
Los Angeles Verification Operations Center 300 N Los Angeles Los Angeles, CA 90012	Up to 20	1, 8 hour training

4. Government Furnished Equipment (GFE)

The Government will provide the following for the purposes of facilitating training at each training location:

- An appropriate, comfortable training facility arranged in table group style that will accommodate the group.
- A head table, podium, and chair for the instructor
- A white board with dry-erase markers and eraser
- A flipchart easel, pad, and markers
- A computer with Microsoft Office, LCD projector, and screen for a PowerPoint presentation

5. Experience Requirements

The prime contractor's instructor(s) shall have a minimum of three years of experience (cumulative) with developing and delivering training, on interviewing techniques, to hiring managers and/or team members involved in the hiring process.

6. Period of Performance

Base period of performance will be from **June 17, 2019 – January 17, 2020**. An optional period of performance will start at time of award and run through March 31, 2020 for additional trainings exercised based on government need.

The IRIS project manager and vendor shall meet within **5 business days** of contract award to present IRIS' mission, responsibilities and as is process related to the screening and evaluation process (IRIS overview). Within **15 business days** of contract award the vendor shall outline to IRIS project manager their proposed methodology (or written project plan) to deliver the tasks outlined in the SOW.

IRIS competency model, phone screening guide and material, interview guide and scoring rubric tool, competency-based behavior sample interview questions with associated probing questions, and attendee workbook shall be completed by [REDACTED].

**U.S. Citizenship and Immigration Services
Office of Security and Integrity – Personnel Security Division**

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.

Task Order Terms and Conditions

All terms and conditions, as well as contract clauses, from contractor's HcATS contract will flow down to this task order. The following Federal Acquisition Regulation (FAR), Homeland Security Acquisition Regulation (HSAR) clauses, and other requirements are applicable as well:

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This task order 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 these addresses: <http://www.acquisition.gov/far> or <http://farsite.hill.af.mil/>

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2018)

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED IN FULL TEXT:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAY 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:

X (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).

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

X (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).

X (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 (Oct 2018) (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.

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (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 (Aug 2018) 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) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

___ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

___ (ii) Alternate I (July 2014) of 52.222-35.

___ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

___ (ii) Alternate I (July 2014) of 52.222-36.

___ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

___ (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 (JAN 2019) (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).

X (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 (Aug 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 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 (Oct 2018) (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).

___ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

___ (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.

___ (iii) Alternate II (Feb 2006) 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:

- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- ___ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (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) (Aug 2018) (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).

(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 (Jan 2019) (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 Pub. 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 1 year.

(End of Clause)

HSAR CLAUSE INCORPORATED IN FULL TEXT:

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

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

- (1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

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

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

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

(e) Treatment of Certain Rights.

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

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

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

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

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

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

(End of clause)

USCIS LOCAL CLAUSES and OTHER TASK ORDER REQUIREMENTS:

Invoicing Instructions:

In accordance with FAR Part 52.212-4(g), all invoices submitted to USCIS for payment shall include the following:

- (1) Name and address of the contractor.
- (2) Invoice date and invoice number.
- (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (4) Description, quantity, unit of measure, period of performance, unit price, and extended price of supplies delivered or services performed.
- (5) Shipping and payment terms.
- (6) Name and address of contractor official to whom payment is to be sent.
- (7) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (8) Taxpayer Identification Number (TIN).
- (9) The contractor shall identify on each invoice the subcontract costs by subcontractor name and show the total percent of subcontract costs for that invoice as well as cumulative subcontract costs and overall subcontracted percent to date.

(i) Invoices not meeting these requirements will be rejected and not paid until a corrected invoice meeting the requirements is received.

(ii) USCIS' required method for invoice submission is electronically. Invoices shall be submitted in Adobe pdf format with each pdf file containing only one invoice. The pdf files shall be submitted electronically to USCISInvoice.Consolidation@ice.dhs.gov with each email conforming to a size limit of 500 KB.

(iii) If a paper invoice is submitted, mail the invoice to:

USCIS Invoice Consolidation
PO Box 1000
Williston, VT 05495

The contract shall be invoiced no more frequently than monthly basis. The invoice shall be sent

via e-mail to the USCIS Contracting Officer's Representative (COR) with the USCIS Contracting Officer (CO) copied.

Final Payment:

As a condition precedent to final payment, a release discharging the Government, its officers, agents and employees of and from all liabilities, obligations, and claims arising out or under this contract shall be completed. A release of claims will be forwarded to the contractor at the end of each performance period for contractor completion as soon thereafter as practicable.

POSTING OF CONTRACT IN FOIA READING ROOM

- (a) The Government intends to post the contract to a public FOIA reading room.
- (b) Within 30 days of award, the Contractor shall submit a redacted copy of the executed contract (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 Contracting Officer.
- (c) The USCIS FOIA Office will notify the contractor of any disagreements with the Contractor's redactions before public posting of the contract in a public FOIA reading room.