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52.212-6 Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Renna

As prescribed in 12.301(b)(4), insert the following classe:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMP PAPERT STATUTES OR EXECUTIVE ORIGINS. CUMMENTIAL ITEMS (JUNE 2008)

(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 ferms:

(1) 52 233-3. Protest After Award (AUC 1996) (31 U.S.C. 3883).

(2) 52.233-1. Applicable Law for Breeck of Contract Claim (OCY 2004) (Pub. L. 108-77, 188-78)

(b) The Contractor shall compty with the FAIL classes in thin paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of tow or Executive orders applicable to acquisitions of commercial imme-

[Communing Officer check as appropriate.]

(1) 32.203-6. Restrictions on Subcontractor Sules to 11) 52.301-9. RESERVENCES ON SUBSECULARIES SHOWN IN the Government (Sept 2004), with Alternate I (Oct 1995) (4) U.S.C. 253g and 10 U.S.C. 2403).

(2) 52.219-3, Notice of Total HUBZone Set-Azide

(JAN 1999) (15 U.S.C. 657a).

(1) \$2.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a),

(4) [Reserved]

(5Hi) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 D.S.C. 644).

__(ii) Alternate I (OC1 1995) of 52 219-6. (iii) Alternate II (MAR 2004) of \$2,219-6.

(6)(i) 52.219-7, Notice of Partial Small Surmess Ser-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52,219-7.

(iii) Alternate II (MAX 2004) of 52.219-7. (7) 52.219-8. Utilization of Small Business

Concerns (May 2004) (35 U.S.C. 637(d)(2) and (3)). (8)(1) 52:219.9. Small Business Subcontracting Plan (APR 2008) 115 U.S.C. 637(d)(4)).

__(ii) Alternate I (OC) 2001) of 52, 1949.

_ (iii) Alternate II (OCT 2001) of \$2,219-9. (9) 52 219-11. Limitations on Subcontracting

(Dec 1996) (15 ti.S.C. 637(a)(14)).

(10) 52.219-16, Liquidated Subcontracting Plan (JAN 1999) (151) S.C. 637(d): 181 (Gi).

(\$116) \$2.2(9-2). Nutice of Price Evaluation Adjustment for Small Disadvantaged Rusiness Concerns (SEPT 2005) (10 10.5.C. 2323) (ii) the offerer elects to warve the adjustment, it shall so indicate in its offer).

(ii) Alternate ! (June. 2003) of 52.119-23.

(12) 52:214-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (APR 2006) (Pub. L. 103-155). section 7182. 101 St 21231

(13) 52,219-26. Small Disadvantaged Business Programs Incentive (OUT 2000) (Pub. L. 103-355, section 7102, 10 U.S.C. 2323).

__(14) 52.219-27, Notice of Total Service-Disabled Veteras-Owned Small Business Set-Aside (May 2004) (13 U.S.C. 657 f).

(15) 17214-28, Post Americ Small Rusiness Rerepresentation (Auste 2007) (15 U.S.C. 632(a)(2)).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (17) 52:222-19, Child Labor—Cooperation with horifies and Remedies (Frn 2008) (E.O. 13126).

X (18) 52.222-21. Prohibition of Segregated Facilities

(FLB 1999). × (19) \$2.222-26, Equal Opportunity (MAR 2007)

★ (20) 52.222-35, Equal Opportunity for Special Disabled Vetorians, Veterians of the Viotnam Era, and Other Eligible Voterane (SFPT 2006) (381: S.C. 4212).

52.2-39

(21) 52,222-36. Affirmative Action for Workers with

Disabilities (Jun. 1993) (29 U.S.C. 793).

(72) 52 222-57, Faraphoyment Reports on Special Disabled Veterans, Veterans of the Victnam Ers. and Other Eligible Veterans (SEPT 2006) (38 t., S.C. 4212).

(23) 42 222-39, Notification of Employee Rights ng Payment of Union Dues or Fees (Dec 2014) (E.O. 13201).

(24)(i)52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

(ii) Alternate 1 (AUG 2007) of 52,222-50.

(25)(i) 52.223-9. Estimate of Percentage of Recov seed Mitterial Content for EPA-Designment thems (MAY 2008) (42 U.S.C. 6962(cH3)(A)(i)).

(ii) Alternate | (MAY 2008) of 12.223-9 (42 U.S.C. 6962(()2)())

(26) \$2.223-15. Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 87596).

(27)(1) \$2 223-16. IBEE 1680 Standard for the ental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

(ii) Alternate I (Dat 2007) of 52.223-16.

(D) Alternate I (Dat. 2007) of \$2.223-16.

(28) \$52.225-1, Buy American Act—Supplies (JUNE 2001) (41 U.S.C. 10q-164).

(29(0)\$5.25-3, Buy American Act—Free Trade Agreements –Israeli Trade Act (AuG 2007) (41 U.S.C. Ha-10d, 19 U.S.C. 2112 sote, Pub. 1. 103-77, 103-78, 103-284, 103-33 and 103-169).

(B) Almany VI. 103-169, (B) Almany VI. 103-169.

(ii) Alternate 1 (Jan 2004) of 52.734 (iii) Alternate # (JAN 2004) of 52 225-1

(30) 52.225-1. Trade Agreements (Nov 2007) (1910.5.C. 250), et seq., 19 U.S.C. 3301 note).

(31) 52-225-13. Restrictions on Certain Foreign Purchases (300F 200R) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(32) 52.226-1, Nutice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 3150).

(33) 52 226-5, Restrictions on Sub Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C.

(34) <u>\$2.232.39</u>, Terms for Financing of Purchases of read heres (Fee 2002) (41 U.S.C. <u>255</u>(f). 10 U.S.C. 2507(1)

(35) <u>52.232-30</u>, Installment Payments for ial Items (OCT 1995) (41 U.S.C. 255(f), vercial

10 U.S.C. 2307(1) X (36) 52.232-33, Payment by Electronic Funds Transfer—Control Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(37) 52,232-34, Payment by Electronic leants Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 333Z).

(18) 32232-16, Payment by Third Party (MAY 1999) (3) (ES.C. 3332).

(39) 52.239.1. Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 5524).

(40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag (Armetrial Vesats (46 U.S.C. Apps. 1241(b) and 10 U.S.C. 2611).

(ii) Alternate I (Apr 2003) of 57,247-64

(c) The Contractor shall comply with the FAR class this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this content by reference to implement provisions of law or Exceutive orders applicable to acquiritimes of commercial items: [Contracting Officer check as appropriate.]

(1) 52.222-11, Service Contract Act of 1965

(Nov 2007) (4) U.S.C. 351, et mq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 41 (+ S.C., 351, et seq.).

(3) <u>52-222-43</u>, Yair Labor Standards Ast and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 11.5.C., 206 and 41 U.S.C., 351,

, (4) 52.222-44, Fair Labor Standards Act and Survive Contract Act Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 LLS.C. 351, et seq.).

(5) 53.222-51. Exception from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et sep.).

(6) \$2,222-13, Exemption from Application of the Service L'ontract Act to Contracts for Certain Services -Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(7) 52:237-11. Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)).

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

(1) The Comptroffer General of the United States, or an michaniand 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 fleis

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, mudit, 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 changes 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 say resulting fixed revenuencies sectalement. Records relating to

52.2-40

appeals under the disputes clause or to litigation or the sectlement of defining arising under or relating to this contract shall be made available until such appeals, litigation, or claims are limitly resolved.

- (3) As used in this classe, records include books, documents, accurating procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor dues was reministed unity course of business or pursuant to a provision of law.
- (e)(1) Norwithstanding the requirements of the clauses in puragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down may FAR clause, other than those is puragraphs (i) through (vii) of this puragraph in a subcontract for connected items. Unless otherwise indicated below, the valent of the flow down shall be at required by the clause—
- (i) \$2.319-8. Utilization of Small Business Concerns (May 2004) (15.1.5.C. 637(4)) 2) and (3)), in all subcontracts due offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$350,000 (\$1,000,000 for construction of any public facility), the subcontractor must include \$2.219-8 in lower tier subcontracts that offer subcontracts that offer subcontracts that offer subcontracts.
- (6) 52.222-26, Equal Opportunity (MAR 2007)
- (iii) \$2.222.35. Equal Opportunity for Special Disabled Veterans, Veterans of the Virsaam Era, and Other Eligible Veterans (SCPT 2006) (38 U.S.C., 4212).
- (iv) 52.222-14. Affirmative Action for Workers with Disabilities (June 1996) (29 L.S.C. 793).
- (v) <u>\$2,222.39</u>. Notification of Employee Rights Communing Payment of Union Dues or Fars (Dec 2004) (E.O. 13207).
- (vi) <u>52.222-41</u>. Service Contract Act of 1965 (Nov 2007) (41 11.5.C. 351, or seq.).
- (vii) 52.373-59. Combaring Trafficking in Persons (AUG 2007) (27.U.S.C. 710-(yr)). Flow down required in accordance with paragraph (f) of FAR clause 52.323-50.
- (viii) <u>\$2,272-51</u>, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration. or Repair of Certain Faulpment-Requirements (NOV 2007) (41 U.S.C. 351, et sag.).
- (in) 52.372-53, Exemption from Application of the Service: Contract Act to Contracts for Certain Services-Requirements (NOV 2007) (41 U.S.C. 351, et aug.).
- (ii) 32,347.64, Profesence for Paivasely Owned U.S.-Flag Commercial Vencels (Fas 2006) (46 U.S.C. Appv. 1241(b) and 10 U.S.C. 2671). 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 classes necessary to satisfy its contractual obligations.

(End of clause)

.ttermine I rhieb 2000). As prescribed in 12.301(b)(d), delete paragraph (d) from the hasic chance, redesignate paragraphs (e) as paragraph (d), and revise the reference to "paragraphs (a), (h), (e), or (d) of this chance" in the redesignated paragraphs (d) to need "paragraphs (a), (b), and (c) of this clause."

(FAC 2005-22) 52.2-41

8(a) Partnership Agreetaent

This contract is entered into between the U.S. Small Business Administration (SBA) (Prime Contractor) and the 8(a) Participant (Subcontractor) and the Department of Homeland Security (DHS), U.S. Citizenship & Immigration Services (USCIS).

The 8(a) Partnership Agreement (PA), dated January 31, 2007, issued between the SBA and DHS delegates the authority to make direct award of the contract to the 8(a) participant once the requirement has been offered and accepted by the SBA. The DHS USCIS Contracting Officer will retain contract administration.

52.219-71 Section 5(a) Direct Awards (Deviation) (Nevember 2005)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Homeland Security (DHS). SBA retains responsibility for 5(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

Small Business Administration Washington Metropolitan Area District Office 740 15th Street NW, Suite 300 Washington, D.C. 20005-3544 Phone: (202) 272-0345

- (b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.
- (c) The contractor agrees:
- (1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.
- (2) to adhere to the requirements of FAR \$2.219-14, Limitations on Subcontracting.

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The following Federal Acquisition Regulation (FAR) clauses and provisions are hereby incorporated by reference:

52.204-9	Personal Identity Verification of Contractor Personnel	 	
	Literactural recentity verification of Contractor Personnel	Sept 2007	7
52.212-4	C	 Sepi 2007	•
76.612-	Contract Terms and Conditions -Commercial Items	 F-1 2000	
	COMPACION ROLLS	Feb 2007	

FAR 52,216-31, Time-and-Materials/Leboy-Hour Proposal Requirements - Commercial Item Acquisition (Feb 2007)

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor entegory applies to labor performed by—
 - (1) The offeror,
 - (2) Subcontractor, and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

52-219-11 Special #(a) Contract Conditions.

As prescribed in 19.811-3(a), insert the following clause:

SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

- (a) To farmish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) Thus in the event SBA does not award a subcontract for all or a part of the work horeunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements and advance payments, delegate to the USUS [insert name of contracting agency] the responsibility for administering the subcontract to be invarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the USUS [insert name of contracting agency] shall give advance natice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the #ECTS [Insert name of contracting agency].
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
- (f) To notify the (LSCL) [intervinance of contracting agency] Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom \$(a) eligibility was based plan to reliminate ownership or control of the concern.

(End of clause)

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52.219-12 Special 8(a) Subcontract Conditions.

As prescribed in 19,811-3(b), insert the following clause:

SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small	kusiness Ada	pinistration (SBA)	has entered into	Contract No	(Insert mumber
of contract) with	heuscis	_{insert name of a	contracting agenc	y) to furnish the su	pplies or services an
described therein.					•
(b) The	linser	t name of subconn	ractor], boreafter	referred to as the su	bcontractor, agrees
and acknowledge:			-		. •
(1) That it w	II, for and o	n behalf of the SB/	A, fulfill and perfe	orm all of the requi	ements of Contract
	_		•	-	

- No. ______ [Insert mumber of contract] for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

 d2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the USCLA linear more of contraction agreement.
- payments, for the administration of this subcontract to the <u>USCLS</u> (insert name of contracting agency) with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

 (1) That it will not subcontract the performance of any of the province of this subcontract.
- (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the <u>USCAS</u> [insert name of contracting agency].
- (4) That it will notify the LLCLS [Insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the USCA [insert name of contracting agency].

(tind of chuse)

The following Bancland Security Acquisition Regulation (HSAR) classes & provisions are hereby attached in full test:

with the second in the	M 44.7 (:	
3052,209-70	Prohibition on Contracts with Corporate Expatriates	June 2006
3052.204-71	Contractor Employee Access	June 2006
3052.242-71	Dissemination of Contract Information	Dec 2003
3052.242-72	Contracting Officer's Technical Representative	Dec 2003

3052.209-70 Prohibition on contracts with corporate expetriates.

As prescribed at (HSAR) 48 CFR 3009,104-75, insert the following chose:

PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Probibitions.

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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 chasse, 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 1594(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 'snore than 50 percent' for 'at least 50 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section \$35 of the Homehand 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 ontity 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 remon of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former purisors of the domestic partnership by season 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 Disregueded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) stock of such entity which is sold in a public offering related to the acquisition described is subsection (b)(1) of Section \$35 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

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(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.

- (c) Treatment of Certain Rights.
 - (1) Certain rights shall be treated as stocks to the extent necessary to ruffeer the present value of all equitable interests incident to the transaction, as follows:
 - (i) watrants;
 - (ii) options:
 - (iii) contracts to acquire stock;
 - (iv) convertible debt instruments; and
 - (v) others similar interests.
 - (2) Rights labeled as stocks shall not be trouted 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 \$35.
- (f) Disclarate. 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 2009.104-70 through 3009.104-72;
- it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3089.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or
- it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 1009.104-74.
- (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

3052.204-71 Contractor employee access.

As prescribed in (HSAR) 48 CFR <u>1004.470-3(b</u>), insert a clause substantially the same as follows with appropriate alternates:

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CONTRACTOR EMPLOYER ACCESS (JUN 2006)

- (a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or mounthorized access to or modification of which could adversely affect the national or homeland accurity interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section \$52a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following entegories of information:
 - (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Mansal, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/hor designee);
 - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Hotseland Socurity (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
 - (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
 - (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking, equipment, telecommunications equipment, cabling, network drives, computer drives, network noftware, computer software, noftware programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to communicing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompensee, or security concerns.
- (a) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor suppluyees suthorized access to sensitive information, the

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contractor shall easure that these persons reveive training concerning the protection and disclosure of sensitive information both during and after contract performance.

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

(End of clapse)

3052.242-71 Dissemination of contract information.

As prescribed in (HSAR) 48 CFR 3042,202-70 insert the following clause:

DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)

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

(End of clause)

3057.242-72 Contracting officer's technical representative.

As prescribed in (HSAR) 48 CFR 3042,7000, Insert the following clause:

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to purform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of chase)

Evaluation of Performance for Contractor Performance Reports

Past performance infurrantion is relevant information regarding a Contractor's actions and conduct on previously awarded contracts. It includes such things as a Contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, quality performance, cost control, reasonable and couperative behavior, and commitment to eastened satisfaction. For active contracts in excess of \$100,000.00, including base year plus anyall option years, the Federal Acquisition Regulation (FAR) requires federal agencies to prepare Contractor performance evaluations (report cards). Report cards are completed and forwarded to the Contractor for review within thirty (30) calendar days from the time the work under the contract is completed for each contract year. Interim evaluations by the Contracting Officer may be completed as necessary. The Contractor has thirty (30) days to reply with

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currenests, rebutting statements, or additional information that will be made part of the official record. Performance evaluation reports will be available to Government contracting personnel for their use in making responsibility determinations and source selection purposes on future contract actions.

Advertisements, Publicizing Awards, and News Releases

All press releases ar ammuneements about agency programs, projects, and contract awards need to be cleared by the Program Office and the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished persuant to the provisions of this contract in any publicity news release or commercial advertising without first obtaining explicit written consent to do so from the Program Office and the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

E-VERIFY

The contractor is encounaged to participate in the E-Verify Program. Firms may register for the E-Verify Program on-line at: https://www.vis-dhs.com/employerregistration/

This site provides instructions for completing the Memorandum of Understanding (MOU) required for official registration in the E-Verify Program.

Officers may obtain additional information about E-Verify by visiting the U.S. Citizen and Immigration Services (USCIS) website at http://www.dbs.gov/s-werify or by ealthing USCIS at 1-228-464-4218.

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U.S. Citizenship and Immigration Services National Security and Records Verification Directorate Verification Division



EMPLOYMENT ELIGIBILITY VERIFICATION MARKETING AND ADVERTISING CAMPAIGN

STATEMENT OF WORK

Revised for 6-month extension of services (7/15/08)

The information contained in this document shall not be disclosed outside the Government (or client organization, as appropriate) and shall not be duplicated, used or disclosed, in whole or in part. This restriction does not limit the Government's right to use information contained in the data if it is obtained from another source with restriction. The data subject to this restriction comprise the whole of this document.

For Official Use Only

1.0 INTRODUCTION

1.1. Organization

The Verification Division currently provides a service, granting automated status-verification to private employers participating in the Basic Employment Verification Pilot ("Basic Pilot") program. This voluntary program, mandated under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), provides information to participating employers about the work eligibility of their newly-hired workers. Currently, based on the success of this program, the agency is taking steps to improve and expand the Basic Pilot in preparation for a nationwide mandatory Employment Eligibility Verification Program (EEVP).

The success of the EEVP rests on its ability to effectively scale the existing program (Basic Pilot). During this effort, the current user base of over 16,000 voluntarily-registered employers may grow to over 7 million employers (if a mandatory program is enacted). This growth must be accommodated while maintaining a high level of service. To achieve this, EEVP must comprehensively address a number of issues required to scale all elements of the existing program. These include:

- Communications and outreach
- Hiring and training new USCIS personnel
- Writing and implementing new policies
- Adding new capabilities to the VIS
- Adding monitoring and compliance functions
- Streamlining critical operations such as employer registration
- Scaling the technical solution to meet additional demand.

The EEV-Marketing and Advertising Campaign (MAC) is intended to primarily address the first of these issues although it impacts (and is impacted by) all of them. The overall goal of the program is to significantly scale-up the number of employers under a voluntary model in anticipation of a nationwide system. In order to do this, a comprehensive EEV-MAC is needed.

2.0 BACKGROUND

From August through September 2006, USCIS developed recommendations for a national marketing campaign to increase voluntary enrollment in the EEVP. During this period USCIS sought to discover as much information as possible regarding an employer's decision to join or on join the program. This effort resulted in a Draft Marketing Plan to increase voluntary participation. In developing this plan, USCIS determined how best practices used in commercial sectors could be translated into an effective marketing campaign for EEVP. The Draft Marketing Plan is the result of these findings. The EEVP requires a contractor to continuously update, maintain, and implement this Plan.

1

3.0 SCOPE

The scope of the EEV-MAC effort encompasses the planning and implementation of an appropriately phased national marketing campaign in support of the expansion of the EEVP. The project shall be implemented using a three-phase approach. In the first phase, Creative Phase, the contractor shall refine the current core message and visuals already developed by USCIS to prepare for a multi-channel, multi-lingual, media campaign. In the second phase, Media Test Phase, the contractor shall test the results of the creative phase, using a controlled media buy that targets employers across varied marketing channels. Data from this Media Test Phase will set the foundation for the final phase. In the final phase, Execution and Roll-Out Phase, the contractor shall execute a national campaign across all channels that provide the greatest value to the EEVP in significantly expanding user adoption.

The contractor shall apply a proven methodology and approach to the development of a marketing and advertising campaign. This activity will include:

- Development and refinement of a comprehensive EEVP brand identity
- Definition and refinement of target audience segments
- Creation of an EEV exhibit booth to support a public speaking road show
- Assessing media in order to define the appropriate parameters that determine the most efficacious way to manage media expenditures
- "Piloting" with real-time assessment of content/delivery approaches
- Completion of the existing USCIS Draft Marketing Plan
- Implementation of the phased media campaign with performance assessments and periodic adjustments to ensure over-all success.

The services provided by the contractor must promote public awareness of the USCIS's mission by initiating and disseminating information to employers, employees, partners, and advocacy groups. The services shall include developing and customizing strategic marketing plans, developing branding initiatives, and identifying the appropriate communications channels.

The contractor shall make a significant number of media-related purchases as a part of the EEV-MAC contract. All purchases will require the pre-approval of the COTR. Media-related purchases under this contract shall include: media buys (TV ads, newspaper ads, web banners, etc), direct mail costs, and printing. The contractor shall conduct media tours and perform media tracking and public testing of purchased media ads.

4.0 APPROACH

The primary objective of EEV-MAC is to increase voluntary adoption of the EEVP for all sectors of US employers. Should the necessity for compulsory compliance arise (due to Congressional mandate), the program content will be rapidly transitioned to one stressing mandatory compliance. Should this be required, the anticipated timeline may require some adjustment; although any such adjustment should be minor. Details of the three phases, Creative, Media Test, and Execution and Rollout are provided below:

4.1 Creative Phase

- Produce creative materials that relay appropriate messaging and meet goals established by the Government, leveraging existing creative materials.
- Ensure that all creative materials produced go through appropriate and necessary USCIS
 program approvals, as determined by the PM and COTR for content, design, and legal
 issues.
- Identify the most successful creative concepts for the campaign

4.2 Execution and Rollout Phase

In this phase, the contractor shall execute national and local campaigns in an approach that uses all media channels that provide the greatest value to the EEVP. The goals of this phase include:

- Grow participation in the EEVP by individual businesses by incremental numbers measured monthly and quarterly
- Monitor and revise the use of media channels as results are tracked, to take advantage of more successful channels and eliminate those that are not producing results
- Implement timely public and media relations activities tied in with newsworthy events related to the EEVP (e.g.; legislation)
- Measure the effectiveness of each media channel in terms of building awareness, affecting behavior, and causing business owners to register with the EEVP.

Implementation – The contractor shall distribute the final production materials to the target audiences and maintain an on-going assessment of the results. The target audience for this implementation will be determined by the PM and COTR. To the extent that expectations are not met (fall short or exceed expectations), adjustments to the program will be made accordingly.

The contractor shall plan and attend events road shows, and provide exhibit booths to deliver the campaign message and strategy. The contractor shall:

- Distribute and deploy marketing and promotional tools (collateral)
- Continuously monitor feedback from appropriate sources with respect to success of the distribution and response for each media channel
- Continuously monitor feedback from Government and private sector collaborators and/or participants.

Non-responder, automated responses, feedback -- (On-going through the duration of all phases). This portion of the EEV-MAC project is defined as the second attempt by the EEV-MAC contractor to reach out to US employers who have not responded to the initial marketing efforts. The contractor shall employ mailings and Email distribution (and combinations) to nearly 1.5K to 1.2M employers throughout the US. Final channels and actual numbers must be determined in the Media Test Phase. This phase will also be highly targeted to employers who showed an initial interest in the campaign based on marketing outreach (e.g. they visited key CIS websites but did not sign up for the program).

Interagency Co-Branding and Events Roadshow — (On-going through the duration of each phase). Part of the MAC will involve leveraging USCIS's interagency partners to drive employer compliance and conversion to the EEVP. The contractor shall create paper-based USCIS-EEV-branded welcome kits for new business owners with the SSA as well as the IRS. It is estimated that at least 500K messages will be disseminated under this phase of the plan. Final channels and actual numbers must be determined in the Media Test Phase. The actual content and final number of messages, as well as the actual messaging within such collateral, will be tested in the initial testing phase. The contractor, with approval from the COTR, shall determine who these employers are — small, medium or large businesses — and what mailing and Email lists USCIS will need to acquire. The contractor shall choose specific channels for messaging by assessing the data developed during the Media Test Phase

5.0 SPECIFIC TASKS

5.1 Project Management Plan (PMP)

The contractor shall use the existing Project Management Plan (PMP) from the prior MAC contract that explains how the contractor will plan, staff, and execute project tasks so as to ensure that the objectives of the EEV-MAC project are achieved. Through the creation and maintenance of the PMP, the contractor shall keep the COTR fully aware of the EEV-MAC plans and activities and shall obtain approval from the COTR on any decisions which are likely to affect project deliverables or schedule.

In order to achieve the goals of the EEV-MAC project, the contractor shall:

- Regularly consolidate, track, and update the EEV-MAC PMP
- Identify and track dependencies, risks, and assumptions
- Identify staffing requirements and timing of resource boarding and exiting
- Generate scenario-planning representations (duration, resources, and milestones plans)
- Track cost-and-schedule actual results against original baselines and track any formal changes to baselines

The MAC PMP will remain a living document, which will allow the government and contract team members to change or update tasks within the contract requirements, processes and timelines as new data is uncovered. The contractor shall update the PMP, at a minimum, quarterly.

5.2 Marketing Plan

The contractor shall leverage existing marketing plans, updating and maintaining it as required, as this document contains the main strategy and milestones for the national EEV-MAC. Updates to the plan shall be submitted to the COTR upon each reiteration.

5.3 Creative Phase: Collaterals Design Submission

Completed in prior contract.

5.4 Creative Phase: Production Collateral

Completed in prior contract.

5.5 Media Test Phase: Tier I Implementation Plan

Completed in prior contract.

5.6 Media Test Phase: Tier I Performance Evaluation Meeting and Report

Completed in prior contract.

5.7 Media Test Phase: Final Production Collaterals

Completed in prior contract.

5.8 Execution and Rollout Phase:

The contractor shall, upon approval by the PM and COTR, disseminate marketing materials through various media outlets to achieve the goals of the marketing plan.

5.9 Performance Analysis

During the course of the EEVP-MAC, the contractor shall quantify execution of the project against the PMP. This shall include productivity analysis, capacity monitoring, and forecasting. The contractor shall provide USCIS full access to its integrated campaign assessment methodology and tools and will participate with the USCIS in using these tools to optimize the EEVP-MAC.

In managing the project, the contractor shall perform the following:

Attend a kick off meeting with the COTR and Contracting Officer as scheduled by the CO, normally within 10 days following award.

Using the target metrics established in the previous contract to measure results achieved.

5.10 Risk Control and Mitigation

The contractor shall identify risks associated with completing MAC phases/program and identify mitigation strategies. Mitigation strategies identified for each risk associated with the program shall allow the risk to be managed effectively and minimize effects if the risk event happens. The results of risk analysis shall be reported to the COTR. The amount of effort and resources allocated to manage each risk shall be in proportion to the risk exposure. The contractor shall create an EEV-MAC "Risk Register" to track the specific risks and their mitigation plans.

U.S. Citizenship and Immigration Services

Team	Deliverable	Activity Description	Timing
EEV-MAC	Monthly Status Report	 Provides a Monthly update on Program status and progress to USCIS and the EEV PM. Captures and measures progress against key milestones. Addresses important issues and risks. Tracks project financials, and external dependencies. 	Initial report to be completed within 30 days of project kick-off meeting. Due by the 10 th of every month thereafter.

6.2 Management Deliverables Schedule

The contractor shall submit copies of all deliverables to the COTR, according to the schedule contained in the table below. Approval authority of all deliverables resides with the COTR. All documentation developed by the contractor shall become the property of the Government and shall not contain proprietary markings.

Deliverables	Due Date	PWS Section
Monthly Progress Report	Initial report will be completed within 30 calendar days of project kick-off. Subsequent reports are due by the 15th calendar day of each month	6.1.1

6.3 Task Deliverable Schedule

Task Deliverable	Due Date	PWS Section
Project Management Plan	Due 30 calendar days after kick-off meeting. The contractor shall provide additional updates to the PMP as milestones or program decisions change the overall plan. Revisions are due upon request by the COTR	5.1
Draft Marketing Plan	Updates as assigned by the PM.	5.2
Execution and rollout of implementation plan.	As assigned by the PM.	5.8
Tier II Performance Evaluation Meeting and Report	Meeting and report due after Tier II Implementation Plan has been implemented. Exact due date of the meeting and report shall be determined by the COTR.	5.9

6.4 Acceptance of Deliverables

Upon receipt of a deliverable, the COTR will have 5 business days to accept or reject the item. If the deliverable is rejected, the COTR will provide the contractor with written comments on how to fix the errors/defects. The contractor has 5 business days (or other reasonable timeframe established by the COTR) to resubmit for acceptance. For presentations and/or briefings, the contractor shall use Microsoft PowerPoint, Microsoft Word, Microsoft Excel, Microsoft Visio, or other requested medium compatible with the USCIS environment.

7.0 KEY PERSONNEL

7.1 Definition

- 7.1.1 Key personnel are defined as management and technical personnel critical to, and essential for, the contractor successful performance under this PWS. The contractor shall submit position descriptions that the contractor identifies as key personnel.
- 7.1.2 Replacing Key Personnel: Any key personnel the contractor offers as a replacement must have the ability and qualifications equal to or better than the key personnel being replaced. Routine requests to replace key personnel shall be submitted in writing to the CO a minimum of 30 days in advance of the replacement and must be approved by the CO before the replacement occurs. The request shall include an explanation of the circumstances necessitating the proposed replacement.

7.2 Program Manger

- 7.2.1 MAC Program Manager (PM): The MAC PM shall be designated by the contractor to manage the performance of all work awarded under this contract and shall serve as a single point of contact to the COTR and Verification Program Director. The MAC PM shall serve as an effective liaison between all contract employees and COTR/EEV Verification Program Director, ensuring that performance is in compliance with contract requirements.
- 7.2.2 The PM shall have sufficient organizational and technical level authority to ensure full commitment of resources. This individual shall be involved with the resolution of technical and contractual issues related to meeting contract performance requirements.
- 7.3.3 The contractor shall designate an alternate who shall be authorized to act on behalf of the contractor in the absence of the MAC PM or when the MAC PM is not available

8.0 (OMITTED)

9.0 GOVERNMENT PROVIDED RESOURCES (GPR)

9.1 Federal IT Resources

The Contractor will NOT have access to DHS applications and automated IT systems, including email, shared drives, and other systems.

9.2 Access to Government Facilities

USCIS will make all necessary arrangements to enable contractor personnel to visit Verification Headquarters and other USCIS facilities (if required). Contractor personnel shall comply with all applicable rules and regulations, not only as they apply to themselves, but also as they apply to other personnel and property at the site. At each site, the local Government representative will have sole authority to determine when, and under what conditions, contractor personnel can be present on site – for instance, the government may prohibit contractor personnel from being on site if there are no government personnel present at the same time.

10.0 PLACE OF PERFORMANCE

All work shall be performed offsite. Meetings and working group sessions will be held onsite as required.

11.0 PERIOD OF PERFORMANCE

The contract award shall be for a 6-month period of performance from date of award.

11.1Post Award Conference/Meeting

The contractor shall attend a kick-off meeting scheduled by the CO, normally within 10 days of award. The meeting will establish primary points of contact, discuss contract requirements, and the understanding of the technical approach.

12.0 TRAVEL

Travel outside the Metropolitan, Washington, DC area is anticipated. Local travel reimbursement under this contract is not authorized.

12.1 APPROVAL FOR TRAVEL

The Contractor shall obtain written approval from the COTR prior to performing any travel. Contractor travel approved in advance by the COTR will be reimbursed in accordance with FAR 31.205-46, *Travel Costs*, and the Federal Travel Regulations prescribed by the General Services Administration. The Contractor shall submit to the COTR a Trip Report outlining the travel expenses. Additionally, travel will not exceed \$25,000.

13.0 SECURITY REQUIREMENTS - ATTACHED

1028 33rd Street, NW Suite 200 Washington, DC 20007

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1/7/2009	1-09-2

Bill To
USCIS Contracting Office
Department of Homeland Security
70 Kimball Avenue
South Burlington, VT 05403

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P. N. W. Bill To USCIS Contracting Office 70 Kimball Avenue South Burlington, VT 05403

:	Contract No.	Terms	Reg/Purch No.	Project	Tax	ID .	Modification No.
(b)(3)	HSSCCG-07-C-0005	Due on rec	VER-07-00010	EEV-MAC			N/A
		<u> </u>	Description		Qty	Rat	e Amount
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	Subtotal	<u></u>					
	nem No. 0015 Airfare				3 3	}	
	m No. 0016 M&IE	transportation	including rental car		3		
	Item No. 0018 Lodging Subtotal - Travel to Atl	3 lanta 1/29 and	1/30 for Road show				
	Item No. 0013 Media E				(b)(4)		
(b)(4)	Item No. 0013 Media E	Buys - refund (hedia buy Oct	through Dec, 2007]	
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1028 33rd Street, NW Suite 200 Washington, DC 20007

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1028 33rd Street, NW Suite 200 Washington, DC 20007

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Date	Invoice #
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Bill To	
USCIS Contracting Office 70 Kimball Avenue South Burtington, VT 05403	

P.O. No.	Period of Performance	Terms	· F	Project			TAX ID
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	Description			Hours	R	ste .	Amo
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			Tot	al			
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MAYA ADVERTISING & COMMUNICATIONS, INC.

1028 33rd Street, NW Suite 200 Washington, DC 20007

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Date	Invoice #
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USCIS Contracting Office
70 Kimball Avenue
South Burlington, VT 05403

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Description		Terms	Req/Purch No.	Project	Tax ID	Mic	odification No.
Item No. 0001 Item No. 0002 Item No. 0003 Item No. 0004 Item No. 0005 Item No. 0005 Item No. 0010 Print Production - Media Associates Item No. 0010 Print Production - Music Ala Carte	HSSCCG-07-C-00005	Due on rec	VER-07-00010	EEV-MAC		╗┞	N/A
Item No. 0001 42.5			Description		Qty	Rate	Amount
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Date	Invoice #
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	Contract No.	Tarms	Reg/Purch No.	Project	Taxil	>	Modification No.
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70 Kimball Avenue
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Date	Invoice #
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USCIS Contracting Office
70 Kimball Avenue
South Burlington, VT 05403

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