



U.S. Immigration and Customs Enforcement

Request for Proposal (RFP) 70CMSD19R000002

May 28, 2019

The Department of Homeland Security (DHS) Immigration & Customs Enforcement (ICE) Homeland Security Investigations (HSI) is seeking assistance with the implementation of a Rapid DNA testing program which will aid in the identification of fraudulent familial relationship claims made by individuals entering or attempting to enter the United States.

ICE'S mission is to protect America from the cross-border crime and illegal immigration that threatens national security and public safety. Within this mission, HSI's role is to investigate, disrupt, and dismantle terrorist, transnational, and other criminal organizations that threaten or seek to exploit the customs and immigration laws of the United States.

In an effort to strengthen this mission, the utilization of a Rapid DNA testing program will assist HSI Special Agents with identifying and investigating those who continue to commit these types of criminal acts in direct violation of U.S. law.

This Request for Proposal will result in a Firm Fixed Price IDIQ contract award.

Contractor shall submit any questions via e-mail to the Contracting Officers at: Ahisha.L.Alexander@ice.dhs.gov and Kenneth.W.Morigeau@ice.dhs.gov by **NLT 11AM CST on Thursday, May 30, 2019.**

All responses to this RFP shall also be submitted electronically via e-mail to the Contracting Officers at Ahisha.L.Alexander@ice.dhs.gov and Kenneth.W.Morigeau@ice.dhs.gov by **NLT 9AM CST, June 3, 2019.**

Sincerely,

Ahisha L. Alexander
Contracting Officer

Combined Synopsis/Solicitation
RFP 70CMSD19R00000002 –RAPID DNA TESTING

(i) This is a combined synopsis/solicitation issued for commercial items prepared in accordance with the format in the Federal Acquisition Regulations (FAR) Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. The clauses and provisions referenced in this solicitation may be reviewed/obtained in full text form at <http://www.acquisition.gov/far>.

(ii) This solicitation number 70CMSD19R00000002 is being issued as a full and open request for proposal (RFP) and the government contemplates award of one (1) Firm Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) contract with one (1) 5-month base period and one (1) 5-month option period resulting from this solicitation. The Government is requesting quotes for the supplies and services as detailed in Attachment 1: Statement of Work (SOW) and the CLINs as listed below. The government intends to issue the first task order at contract award.

(iii) This solicitation document (RFP) and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 26 October 2018 updated through FAC 2005-101

(iv) This RFP is issued under NAICS code 334516, Analytical Laboratory Instrument Manufacturing. The size standard is 1000 employees. This requirement is being issued as full and open with no set aside.

(v) The following list of contract line item number(s), units of measure, quantities, item number, needed by the Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) Agency, Homeland Security Investigations, is as follows:

Base Period (5 months) Estimated Date of Award 06/15/2019-11/14/2019

CLIN	Description	QTY	Type	Unit	Unit Price	Total
0001	DNA Test (all costs to include but not limited to shipping costs, supplies and sampling materials, equipment operation training, equipment maintenance IAW SOW)	50,000	FFP	EA		
0001AA	DNA Processing Instruments to include any necessary operational software and shipping costs	14			NSP	

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0001AB	Training Costs				NSP	
0001AC	Equipment Maintenance				NSP	
0002	Equipment Relocation (Contracting Officer will notify contractor when this is required)	6	FFP	EA		
0003	Travel (ODCs) Prior to commencing travel in performance of a task/delivery order, the Contractor must obtain written approval from the Contracting Officer. All travel will be in accordance with the Federal Travel Regulations					

Option Period One (5 months) 11/15/2019 – 04/14/2020

CLIN	Description	QTY	Type	Unit	Unit Price	Total
1001	DNA Test (all costs to include but not limited to shipping costs, supplies and sampling materials, equipment operation training, equipment maintenance IAW SOW)	50,000	FFP	EA		
1001AA	DNA Processing Instruments to include any necessary operational software and shipping costs	14			NSP	
1001AB	Training Costs				NSP	
1001AC	Equipment Maintenance				NSP	
1002	Equipment Relocation	6	FFP	EA		
1003	Travel (ODCs) Prior to commencing travel in performance of a task/delivery order, the Contractor must obtain written approval from the Contracting Officer. All travel will be in accordance with the Federal					

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	Travel Regulations.					
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(vi) Description of Requirements:

(vii) There are multiple delivery locations for this award. See Attachment 2 for a list of specific locations for delivery and acceptance and point of contacts.

(viii) FAR clause 52.212-1, Instructions to Offerors-Commercial Items (August 2018) applies to this acquisition. To be considered for award quotes must be submitted with prices provided for all contract line item number (CLINS), including the Option Period CLINS. Contractor format is acceptable. Contractors must have an active DUNS. Provide your company’s DUNS along with your quote.

(ix) Evaluation factors and basis of award.

The Government will make an award based on the Lowest Price Technically Acceptable (LPTA) offer. The Government will evaluate the lowest priced offeror first. If that offeror’s technical proposal is acceptable, evaluations will cease and award will be made. Past Performance will not be evaluated. The Government intends to make award on original offers; however, we reserve the right to hold discussions.

The Evaluation factors are as follows:

1. Technical Approach/Product Specifications
2. Specialized Experience
3. Past Performance
4. Price

Technical Evaluation Ratings	
Rating	Definition
Acceptable	The offer /quotation meets all minimum requirements and demonstrates an acceptable understanding of the goals and objectives of the acquisition. Risk of unsuccessful performance is low.
Unacceptable	The offer /quotation fails to demonstrate an understanding of the goals and objectives of the acquisition and fails to meet all minimum requirements. The proposal/quotation has one or more significant weaknesses that will be very difficult and/or impossible to correct. Major revision(s) are required for minimum acceptability. Risk of unsuccessful performance is high.

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Evaluation Factors:

Factor 1: Technical Approach/Product Specifications

The contractor shall provide descriptive literature that meets the requirement of the SOW. In addition, the contractor shall describe how they are going to accomplish the requirements of the SOW.

Factor 2: Specialized Experience

The Government will evaluate whether an Offeror has relevant/specialized experience that will enhance its performance capability. Offeror’s proposal shall provide a listing/summary of a minimum of (1) current or past contract performing relevant/similar work. Current or past contracts will be considered relevant/similar to this procurement if they are similar in complexity, scope of work, security, & staffed in multiple geographic locations under one contract effort. The following information should be provided:

1. Brief synopsis of the services performed
2. List the Duration of service (Must be > 6 months to be considered similar)

****NOTE**—this is not a Past Performance Evaluation. The Government is evaluating for specialized experience, not past performance.

Factor 3: Past Performance

The Government will evaluate the offeror’s relevant past performance (similar size, scope, and complexity), performed within three (3) years of the date of issuance of the solicitation to determine the Government’s confidence that the offeror will be able to successfully perform this requirement. In performing this evaluation, the Government will consider up to 3 past performance references provided by the offeror and may consider information obtained from other sources. If an offeror has no relevant past performance information, past performance will be rated as neutral. In terms of scope, relevant past performance includes contracts that specifically dealt with DNA Testing. The Contracting Officer will evaluate Past Performance and assign each offeror a rating.

Past Performance Evaluation Ratings	
Rating	Definition
Acceptable	Based on the offeror’s past performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort or the offeror’s past performance record is unknown (see note below).
Unacceptable	Based on the offeror’s past performance record, the Government has no reasonable expectation that the offeror will successfully perform the required effort.

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Note: If an offeror does not have a record of relevant past performance or past performance information is either unavailable or so sparse that nor meaningful rating can be reasonably assigned, the offeror may not be rated favorably or unfavorably. The offeror shall be determined to have unknown past performance. For purposes of the LPTA source selection process, the offeror would receive an acceptable rating for past performance.

Factor 4: Price:

(a) Price will be evaluated to determine whether it is reasonable and if it reflects the offeror understands of the work. This factor will be evaluated utilizing price analysis techniques identified in FAR Part 15.404-1. The analysis will include review of price reasonableness. Offerors are cautioned unreasonably high or low prices may cause your proposal to be deemed unacceptable and rejected.

(b) Options. The Government will evaluate offers for award purposes by using the grand total price. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(x) All offerors shall complete provision at [52.212-3](#), Offeror Representations and Certifications—Commercial Items (August 2018), electronically via the System for Award Management (SAM) online at [http: www.sam.gov](http://www.sam.gov) or if the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision and submit a copy of with their quote.

(xi) FAR clause [52.212-4](#), Contract Terms and Conditions—Commercial Items (October 2018), applies to this acquisition.

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--
COMMERCIAL ITEMS

52.216-18 ORDERING (OCT 1995)

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

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

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

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FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of clause)

MINIMUM and MAXIMUM QUANTITIES

In accordance with paragraph (b) of the “Indefinite Quantity” clause, the guaranteed minimum amount to be ordered under this contract is \$1,000,000.00. The contract maximum is the total awarded price, inclusive of all ordering periods as well as the option to extend services

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$17,000,000.00

(2) Any order for a combination of items in excess of \$17,000,000.00; or

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(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

SUBCONTRACTING PLAN

All large businesses will be required to submit a subcontracting plan. The subcontracting plan submitted will include the goals set forth below for each socio-economic grouping listed.

Total Subcontracting Dollars		DHS/ICE
SB Subcontracts		42.0%
SDB Subcontracts		5.0%
HUBZone Subcontracts		3.0%
SDVOSB Subcontracts		3.0%
WOSB Subcontracts		5.0%

Each subcontracting plan submitted will be reviewed to determine whether the successful offeror or offerors have submitted an acceptable subcontracting plan

FAR 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 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 ten (10) months.

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52.247-34 F.O.B. DESTINATION (NOV 1991): (a) The term “f.o.b. destination,” as used in this clause, means—(1) Free of expense to the Government, on board the carrier’s conveyance, at a specified delivery point where the consignee’s facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and (2) Supplies shall be delivered to the destination consignee’s wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or “constructive placement” as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including “piggyback”) is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for “heavy or bulky freight.” When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of clause)

(xii) FAR clause at [52.212-5](#), Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Oct 2018), applies to this acquisition and the clause in paragraphs (b) and (c) apply: 52.203-6, 52.204-10, 52.209-6, 52.209-9, 52.219-9, 52.219-16, 52.219-28, 52.222-3, 52.222-19, 52.222-21, 52.222-26, 52.222-35, 52.222-36, 52.222-37, 52.222-40, 52.222-50, 52.222-54, 52.223-11, 52.223-12, 52.223-18, 52.223.20, 52.223.21, 52.224-3, 52.225-1, 52.225-13, 52.232-33, 52.242-5

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

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or

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components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

3052.205-70 Advertisement, Publicizing Awards, and Releases.
3052.242-72 Contracting Officer's Technical Representative.
3052.247-72 F.O.B. Destination Only.

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

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(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:

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- (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)

(xv) Contractor shall submit any questions via e-mail to the Contracting Officers at: Ahisha.L.Alexander@ice.dhs.gov and KennethW.Morigeau@ice.dhs.gov by NLT 11AM CST on Thursday, May 30, 2019.

All responses to this RFP shall also be submitted electronically via e-mail to the Contracting Officers at Ahisha.L.Alexander@ice.dhs.gov and KennethW.Morigeau@ice.dhs.gov by NLT 9AM CST on Monday, June 3, 2019.

(xvi) Contacts for information regarding the solicitation:

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NO PHONE CALLS will be accepted for this announcement. Any and all questions should be submitted electronically to the Contracting Specialist, Ahisha L. Alexander, at Ahisha.L.Alexander@ice.dhs.gov and KennethW.Morigeau@ice.dhs.gov

The Government Officials assigned to this contract are as follows:

Contracting Officer:

Name: Kenneth Morigeau

Phone: (214) 905-5560

Email: Kenneth.W.Morigeau@ice.dhs.gov

Contract Specialist:

Name: Ahisha L. Alexander

Phone: (214) 905-5424

Email: Ahisha.L.Alexander@ice.dhs.gov

Attachment 1: Statement of Work

Attachment 2: FOB Destination Delivery Locations and Dates

Attachment 3: Additional Applicable Clauses

Attachment 4: Delivery Order Instructions

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS
STATEMENT OF WORK
FOR
RAPID DNA TESTING PROGRAM

1.0 INTRODUCTION AND MISSION

The Department of Homeland Security (DHS) Immigration & Customs Enforcement (ICE) Homeland Security Investigations (HSI) is seeking assistance with the implementation of a Rapid DNA testing program which will aid in the identification of fraudulent familial relationship claims made by individuals entering or attempting to enter the United States.

ICE'S mission is to protect America from the cross-border crime and illegal immigration that threatens national security and public safety. Within this mission, HSI's role is to investigate, disrupt, and dismantle terrorist, transnational, and other criminal organizations that threaten or seek to exploit the customs and immigration laws of the United States. In an effort to strengthen this mission, the utilization of a Rapid DNA testing program will assist HSI Special Agents with identifying and investigating those who continue to commit these types of criminal acts in direct violation of U.S. law.

2.0 BACKGROUND

Since early 2018, DHS has encountered an illegal immigration crisis at the southern border, including an increase in fraudulent family relationship claims. This fraud scheme involves adult aliens utilizing unrelated minors to pose as a family unit in an effort to secure release into the interior of the United States. This activity has put a strain on the immigration system and exhausted border security resources.

To address this vulnerability ICE HSI, in partnership with Enforcement and Removal Operations (ERO), initiated **Operation Double Helix**, which utilized Rapid DNA technology to identify fraudulently-claimed familial relationships made by aliens encountered seeking to enter the United States, either legally or illegally.

Based on the success of the initial operation, HSI and ERO seek to implement **Operation Double Helix 2.0**, once again utilizing Rapid DNA technology to identify fraudulently-claimed familial relationships made by aliens entering the United States. To better employ this technology, as well as capitalize on resources already in place for such a largescale operation, HSI has identified seven locations on the southwest border where the influx of illegal aliens is prevalent. The precise locations of this anticipated operation will be released to the CONTRACTOR at the time of award.

3.0 OBJECTIVE

Pursuant to ICE's "authority to administer oaths and to take and consider evidence concerning the privilege of any person to enter, reenter, pass through, or reside in the United States, or concerning any matter which is material or relevant to the enforcement of [the immigration laws,]" INA § 287(b), in cases in which ICE has sufficient information to question the validity of a claimed parental relationship such that it would otherwise not house or release them together, it will permit purported parents to voluntarily submit to DNA sampling in order to rebut those concerns such that they may be housed with their purported child in an ICE family residential center. During this operation, written and voluntary consent will be documented for the DNA collection and testing. Additionally, each head of family will also be served with a privacy notice.

The selection of family units for the Rapid DNA testing will be based on many factors, such as key observations obtained during interviewing, intelligence gathering, documentary evidence, and any investigative data developed through the course of this process. No DNA information will be stored, as this is a presumptive test to validate a familial relationship only. Chemicals within the Rapid DNA machine should destroy the samples in a way as to not allow the DNA to be reread; however, a printed report can and should be generated indicating the test results.

3.1 SCOPE

The purpose of this Statement of Work (SOW) is to identify the necessary functions and responsibilities of the CONTRACTOR for the duration of this operation.

It is expected that CONTRACTOR will provide for the duration of the operation sufficient staff, to include subject matter experts, as well as all resources needed to conduct adequate DNA testing. This includes but is not limited to all training necessary to administer the testing and analyze the results; processing instruments; tests/kits; swabs; supply kits (gloves, masks, etc.); as well any required hardware and software, to include maintenance, needed to operate the processing instruments. Furthermore, CONTRACTOR shall establish a dedicated telephone line (or lines) to assist ICE personnel who are on-site at one of the seven locations if any issues or problems arise during the operation. Lastly, CONTRACTOR will be expected to provide and coordinate the removal and disposal of all bio-waste materials.

It is highly probable that the seven (7) locations will change over the course of the project due to the everchanging flow of migrants and Government resources. So, to ensure a smooth and successful operation, it is imperative that all materials provided by the CONTRACTOR, to include necessary personnel, be able to relocate in a short period of time. ICE will ensure the CONTRACTOR is aware of any potential moves as soon as the need to relocate has been identified.

4.0 DUTIES AND RESPONSIBILITIES (CONTRACTOR)

CONTRACTOR shall meet or exceed the requirements listed below:

4.1 CONTRACTOR shall assign adequate personnel for the duration of this project, to include but not be limited to one employee at each of the seven locations for the initial 30 days of the operation; a dedicated telephone or videoconference line or lines staffed during the operational period to assist with any issues or problems encountered; and a minimum of one dedicated personnel member to be the central point-of-contact for ICE.

4.1.1 CONTRACTOR personnel shall be responsible for any on-the-job training needed for ICE personnel assigned to each location. During the initial 30-day period, CONTRACTOR personnel will be responsible for assisting with the processing of samples; performing all relevant data management, testing and review; as well as other functions required to ensure continued success of the program. CONTRACTOR shall also provide DNA Forensic analysts for support. It is imperative that all personnel mentioned above, as well as other personnel deemed appropriate by either party, be available during operational hours.

4.2 CONTRACTOR shall manage and provide logistics for collection, removal and disposal of all bio-waste materials every 14 days, or as necessary.

4.3 CONTRACTOR shall provide adequate and relevant training and certification classes to ICE personnel at either a CONTRACTOR-designated location, or one of the seven government facilities identified after award has been issued.

4.4 CONTRACTOR shall provide a minimum of 14 DNA processing instruments to be dispersed in units of two to each of the seven locations. CONTRACTOR will be responsible for the set-up of each instrument, as well as any issues encountered during installation. These instruments should be able to produce DNA profile comparisons within 90-minutes or less. They should also be portable and deployable to a rugged environment and possess the ability to be broken down and moved to other locations as necessary in a short period of time. These instruments shall be able to be operated by a non-technical user with a minimum amount of training. Lastly, these instruments must have the capability to destroy the physical swabs/samples once analysis is complete, as well as allow for the purging of all electronic data and DNA profiles upon completion. Additionally, upon the destruction of the samples, the machines must also ensure the DNA material cannot be reread.

4.5 CONTRACTOR shall deliver the maximum number of kits necessary to ensure a successful program. It is expected that no more than 50,000 tests shall be administered during the contract base period, and another 50,000 during option period one (1) if exercised. The initial order of materials needed to conduct 12,500 individual tests shall be delivered within 72 hours of the initiation of the operation, with each of the seven sites receiving 1,785 tests. Each subsequent order may vary depending on the needs of the operation. CONTRACTOR shall also supply any

all consumable materials required to safely and effectively perform the DNA testing at each location. This should include but not be limited to swabs, medical-grade latex gloves and masks in various sizes, etc.

4.6 CONTRACTOR shall provide all related and necessary computer hardware and components, which shall at no time be connected to any government-owned network. This includes, but is not limited to ICE, HSI, ERO, U.S. Customs and Border Protection, and U.S. Border Patrol systems. CONTRACTOR will also be responsible for the maintenance and troubleshooting of the hardware and components during this operation.

4.7 CONTRACTOR shall also provide and maintain all software required for all CONTRACTOR-owned machines. CONTRACTOR will also be responsible for any patches, updates, installation, etc., needed for this software for the duration of this operation.

4.8 CONTRACTOR shall ensure the data environment related to this operation is strictly maintained and limited to a select few who are on a need-to-know basis. CONTRACTOR personnel not directly involved with this project shall not have access to any information obtained during this operation. CONTRACTOR shall take steps to ensure the data is safely stored and encrypted to prevent any unauthorized release of information.

4.9 CONTRACTOR shall ensure their hardware, software, instruments, tests/kits, etc., are in working order for the duration of this operation. At no time shall any of the above-mentioned items impact the efficiency and success of this operation. In the event a piece of equipment is faulty or becomes inoperable, CONTRACTOR will replace these items in a prodigiously-quick manner. Furthermore, if a DNA testing kit, or other CONTRACTOR-provided hardware fails, the item or items will be replaced at no cost to the Government.

4.10 CONTRACTOR shall at no time record or store any information gleaned during this operation that can be used to identify any individual. This applies primarily to personally identifying information; however, any information that could be used to identify the subjects tested also falls under this requirement.

4.11 CONTRACTOR shall ensure that the contractually required level of support for this requirement is always maintained. CONTRACTOR shall ensure that all contract support personnel are present for all hours of the workday. If for any reason CONTRACTOR staffing levels are not maintained due to vacation, leave, appointments, etc., and replacement personnel will not be provided, CONTRACTOR shall provide e-mail notification to the Contracting Officer's Representative (COR) prior to employee absence. Otherwise, CONTRACTOR shall provide a fully qualified replacement.

4.12 POST AWARD CONFERENCE

CONTRACTOR shall attend a Post Award Conference with the Contracting Officer and the COR no later than two business days after the date of award. The purpose of the Post Award Conference, which will be chaired by the COR, is to discuss technical and contracting objectives of this contract and review CONTRACTOR's draft project plan. The Post Award Conference will be held at a yet-to-be-determined Government facility, or via teleconference.

5.0 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

5.1 ICE shall be responsible for the collection, removal and disposal of all non-bio waste materials.

5.2 ICE shall provide standard AC power receptacles in the operations command center.

6.0 HOURS OF OPERATIONS

CONTRACTOR personnel who area assigned to each location for the initial 30-day period are expected to work twelve-hour days, Monday – Sunday in a supportive function such as, on-the-job training, technical assistance, etc.

7.0 PROTECTION OF INFORMATION

7.1 CONTRACTOR access to information protected under the Privacy Act may be required under this SOW. CONTRACTOR employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation.

7.2 CONTRACTOR access to proprietary information may be required under this SOW. CONTRACTOR employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with DHS MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information. CONTRACTOR shall ensure that all their personnel having access to business or procurement sensitive information sign a non-disclosure agreement (DHS Form 11000-6).

8.0. FEDERAL LAW ENFORCEMENT SENSITIVE

The data processed per this effort shall be considered federal law enforcement sensitive, and, therefore, cannot be used to solicit or benefit other work by CONTRACTOR. All records received, created, used, and maintained by CONTRACTOR for this effort shall be protected as sensitive data, in accordance with government laws, to include the Federal Acquisition Regulation (FAR), Part 24, Protection of Privacy and Freedom of Information, and shall be purged, returned and provided to the government upon contract completion.

All data created for government use and delivered to or falling under the legal control of the government are federal records and shall be managed in accordance with records management legislation as codified at 44 U.S.C. Chapters 21, 29, 31, and 33, the Freedom of Information Act (5 U.S.C. 552), and the Privacy Act (5 U.S.C. 552a), and shall be scheduled for disposition in accordance with 36 CFR 1228.

As prescribed in FAR 24.104, under the Privacy Act Notification Clause (Apr 1984), CONTRACTOR shall comply with clauses 52.224-1 and 52.224-2. Clause 52.224-1 specifically states that when the design, development, or operation of a system of records on individuals is required to accomplish an agency function, CONTRACTOR will be required to design, develop, or operate a system of records on individuals to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

Clause 52.224-2

(a) CONTRACTOR agrees to —

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

(i) The systems of records; and

(ii) The design, development, or operation work that CONTRACTOR is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work stated in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system or records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

CONTRACTOR employees for this effort will also be required to sign a nondisclosure statement, Acknowledgement and Agreement Handling Sensitive Government Data and Other Government Property, and are subject to the security requirements of the SOW. This form will be signed prior to beginning work for this effort.

9.0 SECURITY REQUIREMENTS

9.1 General Security: Performance requirements under this agreement will involve direct contact with ICE Detainees. Service Employees under this short-term requirement will not be subject to a Full Field Background Investigation under the Federal Investigative Standards. At all times while performing duties on behalf of ICE, Service Employees *shall* be escorted by cleared ICE employees or cleared ICE Contractor employees.

ATTACHMENT 2- FOB Destination Delivery Locations and Dates

TESTING LOCATION	DELIVERY DATES	POINT OF CONTACT
Texas	To be determined upon award	To be determined at award
California	To be determined upon award	To be determined at award
New Mexico	To be determined upon award	To be determined at award
Arizona	To be determined upon award	To be determined at award

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

Guidance: In addition to FAR 52.224-1 Privacy Act Notification (APR 1984), 52.224-2 Privacy Act (APR 1984), FAR 52.224-3 Privacy Training (JAN 2017), and HSAR Clauses, the following IGP clause must be included in its entirety in all contracts. No section of this clause may be read as self-deleting unless the terms of the contract meet the requirements for self-deletion as specified in this clause.

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at www.dhs.gov/privacy. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

(3) Prior Approval Required to Hire Subcontractors

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees

Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

B. Privacy Training, Safeguarding, and Remediation

If the Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses are included in this contract, section B of this clause is deemed self-deleting.

(1) Required Security and Privacy Training for Contractors

Contractor shall provide training for all employees, including Subcontractors and independent contractors who have access to sensitive personally identifiable information (PII) as well as the creation, use, dissemination and/or destruction of sensitive PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle sensitive PII, including security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of sensitive PII. All Contractor employees are required to take the *Privacy at DHS: Protecting Personal Information* training course. This course, along with more information about DHS security and training requirements for Contractors, is available at www.dhs.gov/dhs-security-and-training-requirements-contractors. The Federal Information Security Management Act (FISMA) requires all individuals accessing ICE information to take the annual Information Assurance Awareness Training course. These courses are available through the ICE intranet site or the Agency may also make the training available through hypertext links or CD. The Contractor shall maintain copies of employees' certificates of completion as a record of compliance and must submit an annual e-mail notification to the ICE Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.

(2) Safeguarding Sensitive PII Requirement

Contractor employees shall comply with the Handbook for Safeguarding sensitive PII at DHS at all times when handling sensitive PII, including the encryption of sensitive PII as required in the Handbook. This requirement will be flowed down to all subcontracts and lower tiered subcontracts as well.

(3) Non-Disclosure Agreement Requirement

All Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (DHS Form 11000-6) prior to commencing work. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.

(4) Prohibition on Use of PII in Vendor Billing and Administrative Records

The Contractor's invoicing, billing, and other financial/administrative records/databases may not store or include any sensitive Government information, such as PII that is created, obtained, or provided during the performance of the contract. It is acceptable to list the names, titles and contact information for the Contracting Officer, Contracting Officer's Representative, or other ICE personnel associated with the administration of the contract in the invoices as needed.

(5) Reporting Suspected Loss of Sensitive PII

Contractors must report the suspected loss or compromise of sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of sensitive PII.
2. The Contractor must report the suspected loss or compromise of sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of sensitive PII by its employees or Subcontractors. The report must contain the following

information:

- a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
 - b. Date, time, and location of the incident.
 - c. Type of information lost or compromised.
 - d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
 - e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
 - f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.
 - g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
 - h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.
4. The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
5. At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access sensitive PII or to work on that contract based on their actions related to the loss or compromise of sensitive PII.

(6) Victim Remediation

The Contractor is responsible for notifying victims and providing victim remediation services in the event of a loss or compromise of sensitive PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose sensitive PII was lost or compromised.

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

Section D applies to information technology (IT) contracts. If this is not an IT contract, section D may read as self-deleting.

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

If this IT contract contains the Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses, section D(2) of this clause is deemed self-deleting.

(2) Requirements for Contractor IT Systems Hosting Government Data

The Contractor is required to obtain a Certification and Accreditation for any IT environment owned or controlled by the Contractor or any Subcontractor on which Government data shall reside for the purposes of IT system development, design, data migration, testing, training, maintenance, use, or disposal.

(3) Requirement to Support Privacy Compliance

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation

to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

ATTACHMENT 4 – DELIVERY ORDER INSTRUCTIONS

DELIVERY ORDER INSTRUCTIONS

The Government will issue the initial task order to satisfy the minimum quantity upon contract award. Future task orders will be issued as the need arises and subject to availability of funds.

Each delivery order will specify the task, quantity, delivery locations and delivery date in accordance with the terms of the contract.

Contractor will have a minimum of one and a maximum of four hours to respond to order requests.

Delivery times for delivery orders will be in accordance with those listed in Attachment 2 Deliverable and Delivery Locations unless otherwise indicated.

Oral or telecommunicated orders will be allowed under this contract for emergency requirements. Such orders will be confirmed by a written task order within (5) business days following placement of the verbal order. **Only a DHS ICE Contracting Officer is authorized to place orders under this contract.**