



**United States Immigration and Customs Enforcement
ICE Targeting Operations Division
Data Subscription Services
Statement of Work**

1.0 PURPOSE:

The purpose of this requirement is to obtain mission-critical subscription data services to conduct customized analysis, screening, and monitoring of Department of Homeland Security priority criminal alien information in support of the Targeting Operations Division (TOD) of the U.S. Immigration and Customs Enforcement (ICE), Enforcement and Removal Operations (ERO). The required support subscription services contract will support national ICE initiatives, maintain the efficiency of the TOD, and develop leads which permit ERO Field Offices and other ICE entities to focus resources on priority cases involving aliens that pose a threat to public safety and/or national security.

Successful law enforcement operations require adaptation to changing public safety threats and the ability to continually refine processes and modernize information technologies. Although ICE continues to make considerable progress in identifying and arresting criminal aliens, the continued use of proactive and modern enforcement tools and batch and alert capabilities remains an essential approach to achieve ICE enforcement goals. Other less comprehensive and less efficient approaches to the challenges associated with identifying and locating criminal aliens have resulted in limited success. Accordingly ICE-ERO-TOD is seeking a contract service provider to provide a continuous monitoring and alert service that provides real-time jail booking data to support the identification and location of aliens who pose a threat to public safety and/or national security. The TOD will provide targeting information for the service provider to set up a continuous monitoring and alert system to track 500,000 identities per month for specified new data, arrests, and activities

2.0 BACKGROUND

The arrest, detention, and removal of criminal aliens from the United States is one of ICE's current priorities. To address this priority, ICE formed the Targeting Operations Division (TOD) within Enforcement and Removal Operations (ERO). One of the primary missions of the TOD is to identify and locate illegal aliens that pose a threat to public safety and/or national security.

In 2006, ERO first obtained subscription access to commercial database aggregators provided through an agreement with the Federal Library and Information Network (FEDLINK), managed by the United States Library of Congress. At that same time, ERO also purchased a customized batch service with the capability to vet alien information through commercial databases in a batch process, and obtained access to a custom alert service designed to continuously monitor criminal alien information for recent credit or other commercial activities.

Similar services were acquired and managed by ERO from 2007 – 2009. In 2010, all subscription services obtained for ICE programs were managed by the DHS Library Program Management Division as part of a DHS efficiency initiative. However, the growing need for more criminal information and for more accuracy in the batch process prompted the TOD to seek alternatives to data service products currently available through the DHS Library.

3.0 GENERAL REQUIREMENTS

The continuous monitoring and alert system must be able to securely process and return aliens' information and addresses using the following types of specified data: FBI numbers; State Identification Numbers; real time jail booking data; credit history; insurance claims; phone number account information; wireless phone accounts; wire transfer data; driver's license information; vehicle registration information; property information; pay day loan information; public court records; incarceration data; employment address data; Individual Taxpayer Identification Number (ITIN) data; and employer records.

The vendor must have a multi-tiered internal vetting system in place. Specifically, ERO's data must be analyzed internally by both automation and trained analysts with research support tools to provide the best leads possible and to reduce the number of false positives forwarded to the TOD.

Availability of the contracted services must be flexibly structured to adapt to changing priorities in the law enforcement continuum. This flexibility must allow for possible increases or decreases in the amount of the various services needed.

3.1 PERIOD OF PERFORMANCE

The period of performance will include a twelve (12) month base period, four (4) twelve (12) month option periods, and a six (6) month extension period. The anticipated period of performance can be seen below.

03/01/2018 – 02/28/2019 – Base Period
03/01/2019 – 02/29/2020 – Option Period 1
03/01/2020 – 02/28/2021 – Option Period 2
03/01/2021 – 02/28/2022 – Option Period 3
03/01/2022 – 02/28/2023 – Option Period 4
03/01/2023 – 08/31/2023 – 6 month extension (FAR 52.217-8)

The Government reserves the right to modify performance standards and/or metrics during the life of this contract, in order to ensure that the right outcomes are being assessed and that the performance

standards are appropriate. Changes will be made via supplemental agreement within the changes clause.

3.2 Place of Performance

The primary place of performance will be the Contractor's facilities.

3.3 Contract Type

Firm Fixed Price (FFP) Purchase Order

3.4 Contract Line Items:

CLIN 0001 CLEAR / Justice Exchange Alert System (500,000 identities)

4.0 SPECIFIC REQUIREMENTS/ TASKS

4.1 Task One

The contractor shall track daily address changes and credit activities of targeted persons (i.e. new aliases, new addresses, new jail bookings, insurance claims, DOB changes, and SSNs, using information available from open sources and commercial data sources. Source listings for this information shall include, but is not limited to, the following: insurance/auto insurance, property, phones, employment, utilities, moving companies, renter information, drivers' licenses, credit checks, vehicle accident reports, Real Time Jail Bookings, pay day loans, check cashing, and death registries.

4.2 Task Two

The contractor shall securely return to ICE, from publicly available and commercial sources available to the contractor, any information that identifies the possible location of the target and changes in the target's identifiers, such as addresses, phone numbers, email addresses, user names, new aliases, date of birth changes, SSN changes, utility changes, arrests, credit checks, death registry information, employment changes, insurance changes, and affiliated organizations through which a location can be derived.

5.0 OTHER APPLICABLE CONDITIONS

5.1 Release of Information

Contractor access to proprietary and Privacy Act-protected information is required under this Statement of Work (SOW). Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the Privacy Act of 1974, and the *Handbook for Safeguarding Sensitive Personally Identifiable Information at DHS*. Contractor and subcontractors shall not hold any discussions or release any information relating to this contract to anyone not having a direct interest in performance of this contract, without written consent of the Contract Officer (CO) and Contract Officer's Representation (COR). This restriction applies to all news releases of information to the public, industry or Government agencies, except as follows: Information for actual or potential subcontractors or other individuals necessary for Contractor's performance of this contract. Contractor and subcontractors shall not issue advertisements about projects performed under this task without government review and approval. For the purposes of this paragraph, advertisement is considered

to be Contractor-funded promotional brochures, posters, tradeshow handouts, world-wide-web pages, magazines, or any other similar type promotions.

5.2 Non-Disclosure

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of these tasks and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of these tasks. Contractors shall be required to sign Non-Disclosure statements

All information, including documents, workflows, products, training materials, or programs, created in support of ERO, at the request of the TOD management or staff, or generated as a result of this contract, will become the property of the ICE and the U.S. Government.

5.3 Data Use, Disclosure of Information and Handling of Sensitive Information

The contractor will not be provided with any classified information through this requirement. However, the contractor will be provided with law enforcement sensitive information. The Contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and/or disclosure of information. The Contractor shall only provide information to employees, Contractors, and subcontractors having a bona fide "need to know" in the performance of their duties related to this project.

Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other manner without the written agreement and consent of the CO.

If public information is provided to the contractor for use in performance or administration of this effort, the contractor, except with the written permission of the CO, may not use such information for any other purpose. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration of the contract, the contractor will consult with the COR regarding use of that information for other purposes.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each offeror or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for the purposes and to the extent authorized herein.

Performance of this effort may require the Contractor to access and utilize data and information proprietary to a Government agency or Government Contractor, which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or Contract personnel shall not divulge or release data or information developed or obtained in performance of this effort, until such time as it is made public by the Government. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Whether conducting publicly available or commercial source-based searches, the contractor shall not maintain any data, including the list of targets provided by ICE and search results provided to ICE after the analysis is complete, nor shall the contractor maintain any data on behalf of ICE

after the data is no longer in a state of analysis. The contractor is also not permitted to use any law enforcement information provided by ICE for any outside commercial purpose.

5.4 Unauthorized Commitments (FAR 1.602.3)

The COR is designated by the CO to perform as a technical liaison between the Contractor's management and the CO in routine technical matters constituting general program direction within the scope of the contract. Under no circumstances is the COR authorized to effect any changes in the work required under this contract whatsoever or enter into any agreement that has the effect of changing the terms and conditions of this contract or that causes the Contractor to incur any cost.

Notwithstanding this provision, to the extent the Contractor accepts any direction that constitutes a change of this contract without prior written authorization of the CO; costs incurred in connection therewith are incurred at the sole risk of the Contractor and if invoiced under this contract will be disallowed. On all matters that pertain to the contract terms, the Contractor must communicate with the CO.

Whenever, in the opinion of the Contractor, the COR requests efforts beyond the terms of the contract, the Contractor shall so advise the CO. If the COR persists and there still exists a disagreement as to proper contractual coverage, the CO shall be notified immediately, preferably in writing. Proceeding with work without proper contractual coverage may result in nonpayment or necessitate submittal of a contract claim.

6.0 PRIVACY AND RECORDS REQUIREMENTS

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

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)

***** Clauses Incorporated by Reference *****

In reference to Federal Acquisition Regulation (FAR) 52.252-2, the following clauses are incorporated by reference with the same force and effect as if they were given in full text. The offeror is cautioned not to delete clauses from, nor add clauses to, the following contract clause list. Such an action may cause your offer to be rejected. Note: The complete text of specific clauses is contained in Chapters (DHS FAR Supplement) of Title 48 of the Code of Federal Regulations (CFR) which are available at most law libraries. In addition, the full text of FAR and HSAR/HSAM clauses may be accessed electronically at <http://www.arnet.gov/far/> and <http://www.dhs.gov/dhspublic/> respectively.

- FAR 52.212-4, Contract Terms and Conditions (Jan 2017)
- FAR 52.223 5, Pollution Prevention and Right-To-Know Information, (AUG 2003)
- FAR 52.227-14, Rights In Data – General (Dec 2007)
- FAR 52.239-1, Privacy or Security Safeguards (AUG 1996)
- FAR 52.224-1, Privacy Act Notification (APR 1984)
- FAR 52.224-2, Privacy Act (APR 1984)
- HSAR 3052.204-71, Contractor employee access, and Alternate II
- HSAR 3052.209-70, Prohibition On Contract With Corporate Expatriates
- HSAR 3052.242-71, Dissemination of Contract Information
- HSAR 3052.242-72, Contracting Officer Technical Representative

52.217-7, Option For Increased Quantity – Separately Priced Line Item (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **thirty (30) days prior** to the end of contract performance. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

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 **fifteen (15) days prior** to the end of contract performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **thirty (30) days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Jan 2017)

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

- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

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

- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)
 - Alternate I (OCT 1995)
- 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)
- 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)
- [Reserved]
- 52.204-14 Service Contract Reporting Requirements (OCT 2016)
- 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
- [Reserved]
- 52.219-3 Notice of Total HUBZone Set-Aside (NOV 2011)
 - Alternate I (NOV 2011)
- 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)
 - Alternate I (JAN 2011)
 - [Reserved]

- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
 - Alternate I (NOV 2011)
 - Alternate II (NOV 2011)
- 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)
 - Alternate I (OCT 1995)
 - Alternate II (MAR 2004)
- 52.219-8 Utilization of Small Business Concerns (NOV 2016)
- 52.219-9 Small Business Subcontracting Plan (JAN 2017)
 - Alternate I (NOV 2016)
 - Alternate II (NOV 2016)
 - Alternate III (NOV 2016)
 - Alternate IV (NOV 2016)
- 52.219-13 Notice of Set-Aside of Orders (NOV 2011)
- 52.219-14 Limitations on Subcontracting (JAN 2017)
- 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)
- 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)
- 52.219-28 Post Award Small Business Program Rerepresentation (JUL 2013)
- 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)
- 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-19 Child Labor – Cooperation with Authorities and Remedies (OCT 2016)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)
- 52.222-26 Equal Opportunity (SEPT 2016)
- 52.222-35 Equal Opportunity for Veterans (OCT 2015)
- 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)
- 52.222-37 Employment Reports on Veterans (FEB 2016)

- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- 52.222-50 Combating Trafficking in Persons (MAR 2015)
 - Alternate I (MAR 2015)
- 52.222-54 Employment Eligibility Verification (OCT 2015)
- 52.222-59 Compliance with Labor Laws (Executive Order 13673) (OCT 2016)
- 52.222-60 Paycheck Transparency (Executive Order 13673) (OCT 2016)
- 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)
 - Alternate I (MAY 2008)
- 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)
- 52.223-12 Maintenance, Service, Repair or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)
- 52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment (JUNE 2014)
 - Alternate I (OCT 2015)
- 52.223-14 Acquisition of EPEAT®-Registered Televisions (JUNE 2014)
 - Alternate I (JUNE 2014)
- 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)
- 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015)
 - Alternate I (JUNE 2014)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- 52.223-20 Aerosols (JUN 2016)
- 52.223-21 Foams (JUN 2016)
- 52.224-3 Privacy Training (JAN 2017)
 - Alternate 1 (JAN 2017)
- 52.225-1 Buy American – Supplies (MAY 2014)
- 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (MAY 2014)
 - Alternate I (MAY 2014)
 - Alternate II (MAY 2014)
 - Alternate III (MAY 2014)

- 52.225-5 Trade Agreements (OCT 2016)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016)
- 52.226-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)
- 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)
- 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)
- 52.232-30 Installment Payments for Commercial Items (JAN 2017)
- 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)
- 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013)
- 52.232-36 Payment by Third Party (MAY 2014)
- 52.239-1 Privacy or Security Safeguards (AUG 1996)
- 52.242-5 Payments to Small Business Subcontractors (JAN 2017)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)
- Alternate I (APR 2003)

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

- 52.222-17 Non-displacement of Qualified Workers (MAY 2014)
- 52.222-41 Service Contract Labor Standards (MAY 2014)
- 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)
- 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)
- 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 2014)
- 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014)

- 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014)
- 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)
- 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)
- 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014)
- 52.237-11 Accepting and Dispensing of \$1 Coin (SEPT 2008)

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

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

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

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

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

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113- 235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000

- (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iv) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
 - (v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
 - (vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
 - (vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
 - (viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
 - (ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
 - (x) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
 - (xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xii)
 - (A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627).
 - (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).
 - (xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xiv) [52.222-54](#), Employment Eligibility Verification (Oct 2015).
 - (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (xvi) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016)

Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the *Federal Register* advising the public of the termination of the injunction.

- (xvii) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016)).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (JAN 2017) (5U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.