

<b>REQUEST FOR QUOTATION</b> (THIS IS NOT AN ORDER)			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE OF PAGES 1 OF 81
1. REQUEST NO. 70US0920R70090037	2. DATE ISSUED 08/09/2020	3. REQUISITION/PURCHASE REQUEST NO. 504215		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223			6. DELIVERY BY (Date) Multiple		
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
NAME KEISHA PENDER			8. TO:		
TELEPHONE NUMBER AREA CODE 202 NUMBER 406-6940			9. DESTINATION		
8. TO: a. NAME b. COMPANY			a. NAME OF CONSIGNEE		
c. STREET ADDRESS			b. STREET ADDRESS		
d. CITY			c. CITY		
e. STATE			d. STATE		
f. ZIP CODE			e. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 08/14/2020 1200 ET		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			

## 11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<p>The purpose of this solicitation is to purchase University Research and Development (R&amp;D) in accordance with the Statement of Work (SOW).</p> <p>This RFP is for Multiple IDIQ Time and Materials, Labor Hours contract with a Base Year and Four (4) option years.</p> <p>Proposals are due in response by Friday, August 14, 2020 at 12pm.</p> <p>All Proposals should be sent to Keisha Pender at keisha.pender@usss.dhs.gov.</p> <p>Period of Performance: 09/01/2020 to 08/31/2025 Continued ...</p>				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70US0920R70090037

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Base Year: NCFI University Research and Development USSS BETC: DISB Period of Performance: 09/01/2020 to 08/31/2021	1	US		
1001	Option Year 1: NCFI University Research and Development USSS BETC: DISB (Option Line Item) 09/01/2021 Period of Performance: 09/01/2021 to 08/31/2022	1	US		
2001	Option Year 2: NCFI University Research and Development USSS BETC: DISB (Option Line Item) 09/01/2022 Period of Performance: 09/01/2022 to 08/31/2023	1	US		
3001	Option Year 3: NCFI University Research and Development USSS BETC: DISB (Option Line Item) 09/01/2023 Period of Performance: 09/01/2023 to 08/31/2024	1	US		
4001	Option Year 4: NCFI University Research and Development USSS BETC: DISB (Option Line Item) 09/01/2024 Product/Service Description: IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS Period of Performance: 09/01/2024 to 08/31/2025	1	US		

This solicitation (70US0920R70090037) is for commercial items in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. The solicitation constitutes the only solicitation: proposals are being requested and a written solicitation will not be issued. The solicitation document and incorporated provisions and clauses are those in effect through the Federal Acquisition Circular 2020-08. The reference number is 70US0920R70090037 and is issued as a Request for Proposals (RFP) unless otherwise indicated herein. This solicitation is Unrestricted. The associated North American Industry Classification System (NAICS) code 541519. The size is large business. The anticipated period of performance will be (1) Base Year and Four (4) Option Years. The Government intends to award a Time and Materials, Labor Hours, Multiple Indefinite Delivery, Indefinite Quantity (IDIQ) contracts for the Department of Homeland Security, U.S. Secret Service as a result of this RFP. The maximum ceiling for this Multiple IDIQ award is \$3,200,000.00.

Potential offerors are hereby notified that the solicitation and subsequent amendments to the solicitation will only be available by downloading the documents at BetaSAM) Website at <https://beta.sam.gov/>. This office will not issue hard copy solicitations. By submitting a response to this solicitation, the vendor will be self-certifying that neither the offeror nor the principal corporate officials and owners are currently suspended, debarred, or otherwise ineligible to receive contracts from any Federal Agency.

This solicitation is comprised of:

- I. FORMAT AND SUBMISSION OF PROPOSALS
- II. PROVISIONS AND CLAUSES
- III. ADDITIONAL INFORMATION FOR OFFERORS



#### I. FORMAT AND SUBMISSION OF PROPOSALS

Part A.

Pricing :

Offerors shall complete the attached spreadsheet with their proposed unit and extended prices for a (1) Base Year and Four (4) Option Years. See attachment entitled, “Item Description” under “packages” within BetaSAM.

Part B.

Offerors shall provide the methodology used to successfully perform the work outlined in the Performance Work Statement (PWS) to meet the topics.

- 1) Name, title, telephone number, and email address of the point of contact.
  
- 2) Nine-digit DUNS. The DUNS is used to verify that the vendor is in the System for Acquisition Management (SAM). By submitting a quotation, the Offeror acknowledges the Government requirement to be in the SAM database prior to award of any contract. Information about SAM may be found at [www.sam.gov](http://www.sam.gov).
  
- 3) Nine-digit TIN. The Taxpayer Identification Number is necessary for electronic payment.
  
- 4) FAR 52.212-3, Offeror Representations and Certifications-Commercial Items. If you have completed the annual representations and certifications electronically through SAM at [www.sam.gov](http://www.sam.gov), then provide a statement as such and it will be verified.

5) Relevant Past Performance

Prospective contractors must provide examples of relevant past performance. It is requested that the offeror provide the attached Past Performance Survey to their references, who should in turn submit the surveys directly to the contract specialist via email. In accordance with FAR 15.305(a) (2)(iv) an offeror without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance.

Part C.

Following receipt of the information listed in Part B above, the government will evaluate all prospective offerors and make an award based on the best value trade-off offer that is received from responsible contractors. An award notification will be emailed directly to all interested parties. All documents required for submission of Proposals must be sent to Keisha Pender via email at [keisha.pender@uss.dhs.gov](mailto:keisha.pender@uss.dhs.gov) and Shauntynnee Penix at [shauntynnee.penix@uss.dhs.gov](mailto:shauntynnee.penix@uss.dhs.gov). Hard copy or faxed quotations shall not be accepted.



II. PROVISIONS AND CLAUSES

See attachment entitled, “RFP 70US0920R70090037- Provisions and Clauses” under “packages” within BetaSAM.



### III. ADDITIONAL INFORMATION FOR OFFERORS

All questions regarding the solicitation must be emailed to the contract specialist, Keisha Pender at [keisha.pender@uss.dhs.gov](mailto:keisha.pender@uss.dhs.gov) and Shauntynnee Penix at [shauntynnee.penix@uss.dhs.gov](mailto:shauntynnee.penix@uss.dhs.gov) no later than August 11, 2020 by 12:00 PM EST.

The deadline for receipt of final Proposals are August 14, 2020 by 12:00PM EST. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

#### **ADDENDUM TO REQUEST FOR PROPOSAL** **Proposal Submission and Evaluation**

Offeror is requested to submit one (1) signed and dated original of the proposal. Responses shall contain the following:

- Selected topic of your choice or a topic from the list of Topics in Section 5 Specific Tasks (\*\*Note: The list of Topics are encouraged). Topic shall not exceed 5 pages.
- Quality assurance plan and procedures
- Past performance information
- Pricing information

#### **1. Evaluation Steps**

Step I, Written: Proposals will be evaluated based on the evaluation criteria described in this request for proposal.

#### **2. Evaluation Factors:**

Proposals will be evaluated in relation to the following evaluation factors:

- Factor 1 –Fulfillment of the Performance Work Statement
- Factor 2 - Past performance
- Factor 3 – Quality Plan
- Factor 4 - Price

# PERFORMANCE WORK STATEMENT (PWS) DIGITAL MULTIMEDIA FORENSIC RESEARCH AND DEVELOPMENT

## SECTION 1 INTRODUCTION

1. **INTRODUCTION:** The United States Secret Service (USSS) Office of Investigation (INV), National Computer Forensics Institute (NCFI) and NCFI-LAB provide digital forensics instruction to state and local law enforcement officers, prosecutors, and judges, develop novel hardware and software solutions for extracting and analyzing digital evidence, and apply hardware and software solutions to support criminal investigations.

This will be a services contract to provide academic institutions with a pathway to utilize their knowledge and skill to further the mission of the Secret Service. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

- 1.1 Scope: On an as needed basis, the Contractor(s) shall provide original, not already funded, digital forensics research for any number of the tasks as outlined in section 1.3. An academic institution may mix and match any of the tasks for which they are able to demonstrate a specialized expertise. Any submitted proposals will be the subject of deconfliction with any known research funding outside this contract. Attached to this PWS is a research topic listing as defined by digital forensics practitioners and academics. Proposals are not limited to the topics, but are encouraged.

- 1.2 The tasks will be conducted at the location specified in the Place of Performance section. The Offeror shall designate a Project Manager as the designated point of contact through which requests can be communicated by USSS personnel.

- 1.3 Tasks: The tasks are outlined as follows:

- 1.3.1 Task 1 – Computer forensics, to include live capture;
- 1.3.2 Task 2 – Mobile device forensics, to include cell phones, skimmers, vehicles, IoT devices, drones;
- 1.3.3 Task 3 – Network intrusion response, mitigation, apprehension;
- 1.3.4 Task 4 – Cloud acquisition and analysis;
- 1.3.5 Task 5 – Audio forensics;
- 1.3.6 Task 6 – Image forensics, to also video and photography forensics;
- 1.3.7 Task 7 – Facial identification forensics;
- 1.3.8 Task 8 – Securing critical infrastructure;

- 1.3.9 Task 9 – Medical device tampering detection;
- 1.3.10 Task 10 – Support mechanism for state and local officers that may require technical assistance with a digital evidence examination

1.4 Period of Performance: The period of performance shall be for one (1) Base Year and Four (4) option years. The Period of Performance reads as follows:

Base Year	09/01/2020 – 08/31/2021
Option Year I	09/01/2021 – 08/31/2022
Option Year II	09/01/2022 – 08/31/2023
Option Year III	09/01/2023 – 08/31/2024
Option Year IV	09/01/2024 – 08/31/2025

**SECTION 2  
GENERAL INFORMATION**

**2 GENERAL INFORMATION:**

- 2.1 Type of Contract: The government will award an Indefinite Delivery Indefinite Quantity (IDIQ) requisition for the acquisition of academic research projects as proposed by the contractor(s).
- 2.2 Quality Control Plan: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor’s quality control program is the means by which the contractor assures them self that work complies with the requirement of the contract. The QCP is to be delivered to the CO, CS and COR, within 30 days after contract award. Updated QCPs shall be submitted to the CO, CS and COR within 5 working days when changes are made thereafter. After acceptance of the quality control plan the contractor shall receive the contracting officer’s acceptance in writing of any proposed change to his QC system.
- 2.3 Quality Assurance: The government shall evaluate the contractor’s performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

The contractor shall ensure close communication/coordination with the Program Manager (PM).

The contractor shall track requirement milestones, correspondence, and any information regarding current and future procurement requisitions and/or requirements for requisitions.

2.4 Progress Meetings: The PM/COR and onsite contractor personnel shall meet on a monthly basis to discuss progress, review contractor performance, exchange information and resolve emergent technical problems and issues. These meetings shall take place at the Government's facility or via teleconference for circumstances as agreed to by the government and the contractor(s).

2.5 Recognized Federal Holidays: The contractor is not required to perform services on the following holidays: (*other days delegated by POTUS*)

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2.6 Hours of Operation: The contractor is responsible for conducting business between the hours of 9am until 5pm Monday thru Friday except Federal holidays or when the facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

Situational telework, under emergency circumstances, can be granted at the discretion of the SAIC/ASAIC of the NCFI or the COR of the contract.

When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

2.7 Place of Performance: The work to be performed under this contract will be performed at

- University 1
- University 2
- University 3
- University 4
- University 5
- Etc.

2.8 Business Continuity Plan: The contractor shall prepare and submit a Business Continuity Plan (BCP) to the Government within thirty (30) days after execution of award. The BCP shall be updated on an annual basis. The BCP shall document contractor plans and procedures to maintain support during an emergency, including natural disasters and acts of terrorism. The BCP, at a minimum shall include the following:



- A description of the contractor's Emergency Management Procedures and Policy
- A description of how the contractor shall account for their personnel during an emergency
- How the contractor shall communicate with the Government during emergencies
- A list of primary and alternate contractor points of contact, each with primary and alternate:
  - Telephone numbers
  - E-mail addresses

Individual BCPs shall be activated immediately after determining that an emergency has occurred. The BCP shall be operational within 24 hours of activation or as directed by the Government, and shall be sustainable until the emergency situation is resolved and normal conditions are restored or the contract is terminated, whichever comes first. In case of life-threatening emergency, the COR shall immediately make contact with the contractor project manager to ascertain the status of any contractor personnel who were located in Government controlled space affected by the emergency. When any disruption of normal, daily operations occurs, the contractor project manager and the COR shall promptly open an effective means of communication and verify:

- Key points of contact (Government and contractor)
- Temporary work location (alternate office spaces, telework, virtual offices, etc.)
- Means of communication available under the circumstances (e.g., email, webmail, telephone, fax, courier, etc.)
- Essential contractor work products expected to be continued, by priority

The Government and the contractor project manager shall make use of the resources and tools available to continue contracted functions to the maximum extent possible under emergency circumstances. Contractors shall obtain approval from the CO prior to incurring costs over and above those allowed for under the terms of this contract.

## 2.9 Security Requirements:

The contractor and his/her employees and sub-contractors shall be citizens of the United States or lawful permanent residents (Green Card holders).

The US Secret Service Contracting Officer Representative (COR) or their US Secret Service designee is responsible for determining the contract employee's position description level as being either Escort Access, Low Risk, or High Risk. The COR or their designee will also make the determination when contract employees require access to US Secret Service controlled Information Technology systems, unless otherwise stipulated within this Statement of Work.

Contract employees shall undergo a Contentious Evaluation as determined by the US Secret Service's Security Management Division's, Contractor Support Branch (SMD-CSB) prior to performing any work within US Secret Services controlled access

facilities or on US Secret Service's information technology systems. Additional Contentious Evaluations will be required for continued work requirements as determined by SMD-CSB, but no less than once every two years.

All contractors shall ensure that their employees are pre-cleared prior to the start of any US Secret Service (USSS) contract. Contractor employees for High Risk shall possess a current Tier 4 investigation and a Public Trust prior to performing any work within USSS controlled access facilities or on USSS information technology systems. The COR or their designee is responsible for ensuring that all employees supporting USSS contracts are compliant with USSS security requirements. Additional Contentious Evaluations shall be required for continued work requirements as determined by Security Management Division (SMD).

At a minimum, the contractor shall submit to the COR the following completed documentation for each High-Risk contract employee requiring access to US Secret Services controlled access facilities, in order to satisfy initial and/or recurring (as requested by the COR) Contentious Evaluations:

- DHS-11000-25: Form Contractor Fitness/Security Screens Request Form
- SSF 4024: US Secret Service Non-Disclosure Agreement
- SSF 3230A: Disclosure and Authorization Pertaining To Consumer Reports Pursuant To the Fair Credit Report Act
- Form 14767: Consent to Disclose Tax Compliance Check (IRS Tax Form)

When work performance requirements exceed Non-Sensitive standards, additional Contentious Evaluations reviews will be required prior to access being granted, specifically:

- Contract employees who provide support in Non-IT Low Risk positions must have undergone a minimum of a Tier 1/NACI (National Agency Check and Inquiries) or a higher level favorable Public Trust background investigation within the last 5 years.
- Contract employees who provide support in High Risk positions must have undergone a minimum of a Tier 4 Public Trust or higher-level favorable background investigation within the last 5 years.
  - For certain positions, SMD may require a contractor to complete the below electronic forms and be subject to a personnel security interview:
    - Low Risk - SF 85: Questionnaire for Non-Sensitive Positions
    - High Risk - SF 85P: Questionnaire for Public Trust Positions

2.9.1 Privacy Act: Personnel who have access to Privacy Information shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

2.9.2 Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

2.9.3 Badge Control: The contractor shall establish and implement methods of making sure all badges issued to the contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No badges issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering badge control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued badges by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate badges to the COR and PM.

The Contractor shall prohibit the use of Government issued badges by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the COR and PM.

2.9.4 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

2.9.5 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the

Contracting Officer's Representative and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of appointment issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

2.9.6 Key Personnel: The following personnel are considered key personnel by the government: The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 7am to 5pm, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

Contracting Manager:

Alternate:

2.9.7 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel will be required to obtain and wear an NCFI badge in the performance of this service.

2.9.8 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. Contractor personnel shall be required to sign SSF 4024: US Secret Service Non-disclosure Agreement.

The Contractor shall notify the Contract immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the COR to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the COR may affect other remedies as he or she deems necessary,

including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

2.9.9 Payment for Unauthorized Work. The Contractor will not be paid for the performance of work that is not authorized under the contract. No payments will be made for any unauthorized services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor on their own volition or at the request of an individual other than a duly appointed PM or COR. Only a duly appointed CO is authorized to change the specifications, terms, or conditions under this effort.

2.9.10 Removing an Employee (contractor) for Misconduct or Security Reasons. The Government at its sole discretion may direct the Contractor to remove the contractor employee from the facilities for misconduct or security reasons. Such removal does not relieve the Contractor of the responsibility to provide sufficient qualified staff for adequate and timely service. The Government will provide the Contractor with an immediate written rationale for the removal of the employee through the USSS COR.

### **SECTION 3 DEFINITIONS & ACRONYMS**

#### **3. DEFINITIONS AND ACRONYMS:**

##### **3.1. DEFINITIONS:**

3.1.1. **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

3.1.2. **CONTRACTING OFFICER (CO).** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

3.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

3.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

3.1.5. DELIVERABLE. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes, reports, software coding.

3.1.6. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

3.1.7. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.3.1.8. QUALITY ASSURANCE (QA). The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

3.1.9. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

3.1.10. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

3.1.11. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have private of contract with the subcontractor.

3.1.12. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

3.1.12. WORK WEEK. Monday through Friday, unless specified otherwise.

### 3.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
FAR	Federal Acquisition Regulation
HSAR	Homeland Security Acquisition Regulation
OCI	Organizational Conflict of Interest
PM	Program Manager
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program

QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

**SECTION 4  
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES**

**4. GOVERNMENT FURNISHED ITEMS AND SERVICES:**

- 4 General: The Contractor will provide the workspace, equipment, and supplies necessary to perform the required services. The Government will provide the required computer/laptop to obtain access to the USSS network (if applicable). The Government will provide the required training (if applicable).
- 4.1 Contractor Liability: The contractor shall conserve and protect Government resources. The contractor shall utilize Government equipment for official business only and in accordance with applicable laws, regulations, policies, etc., as well as safeguard said equipment. The contractor shall bear the cost of any damage to Government-owned equipment due to contractor negligence.

**SECTION 5  
SPECIFIC TASKS**

**5 SPECIFIC TASKS:**

5.1 Contractor Personnel qualifications:

- High school diploma (or the equivalent) and not less than one year of experience in programming languages to include, but not limited to, HTML, Java, C+, and C#, Python, CSS.
- Experience with file systems, operating systems, and memory management.
- Experience writing in technical writing is preferred.

5.2 Deliverables

Deliverables of these tasks may be in the form of hardware, software, or documented (repeatable and verifiable) processes.

Certification by the Government of satisfactory services provided shall be contingent upon the contractor performing in accordance with the terms and conditions of the contract, this document, the approved technical and cost proposal, and all amendments. The USSS COR may be encouraged to meet bi-weekly at the place of performance to discuss performance and the following deliverables:

- Monthly Project Status report in Electronic Format due 10th workday of every work month. Report should include:
  - Accomplishments, planned activity, Assistance needed, Issues/problems and amount of time and money expended.
  - All Contractor developed processes and procedures and other forms of intellectual property developed under TOs issued against this contract shall be considered Government property.
  - All documentation, photography, and electronic data and information collected by the Contractor and entered into or generated in support of TOs issued against this contract shall be considered Government property, and shall be returned to the Government at the end of the performance period.
- Final Report in Electronic Format due within 10 days of end of each contract year.
- The following is a listing of encouraged, but not required research topics for Digital Multimedia Forensics. Topic shall not exceed 5 pages:

#### Validation Repository

Documents recommending mandatory accreditation of forensic laboratories continue to be published. To assist agencies that may be lacking some of the necessary resources in becoming accredited, a central repository of software validation reports needs to be created, specifically for multimedia evidence, e.g. video, audio, image. Additionally, validation reports of tools provide tremendous value. More specifically, a report that validates a tool claim is of primary importance. For example, DVR Examiner claims to collect all data; is this claim accurate? The repository should be open to the public. Submitters of the validation reports will use a format prescribed by NIST.

#### Control Systems Forensic Acquisitions and Analysis

**Tools** and **processes** for both incident response **and** forensic analysis of industrial internet of things (IIOT), industrial control systems (ICS), and supervisory control and data acquisition systems (SCADA) must be developed.

#### Virtual Reality Headsets

A study needs to be completed to determine what types of data can be recovered from virtual reality devices. Once the artifacts are identified, a tool / process for data acquisition and analysis needs to be created. Early research into these devices indicate that new acquisition methods may need be required.

#### Drone interception / tagging

State and local law enforcement has limited options to address reports of drone activity. A reasonably priced, non-classified solution needs to be addressed to intercept and safely land drones. Additionally, the solution should allow the remote “tagging” of devices to allow an officer to track the drone to a landing location.

#### VR Forensics



A study needs to be completed to determine what types of data can be recovered from virtual reality devices

#### Wearables

What data, beyond what is exposed to the user, may be available from devices to include smartwatches and fitness trackers. i.e. there are situations where a wearable may be able to establish a time of death not otherwise known.

#### Autopsy Module, Bootable USBs

Software code that loads to a bootable drive that allows to search for artifacts based on examiner selected options, e.g. time/date, images.

#### Case Management Tracking Software

Case management software that collects statistical information regarding the types of exhibits examined, whether encryption was present, whether encryption did not allow for the exhibit to be examined, etc. The data will be used for an agency to make curriculum, tool, and training decisions.

#### AI Tool to Determine Age of Child Exploitative Material

Investigators and digital forensic examiners are tasked with viewing and determining if child exploitative material exists on digital media. This is time consuming and has a negative impact on the examiners mental health. An AI tool to perform this review and identify images of child exploitative material can automate the process. Additionally, an error rate for the tool can be calculated and used to potentially report a number of images without examiner interaction.

#### Study on the authentication constraints for video from mobile devices based on the methods used for extraction (transmission) of video from the device

Binary objects differ in regard to structure and resolution depending on the method used to transmit/extract video from a mobile device. This study would gather samples from a wide set of device types and uses multiple extraction methods per device. It would document the differences and results in a clearinghouse of information for examiners and investigators to understand the effects on authentication practices of data from devices, e.g., PRNU analysis, Structural Signature analysis, literal metadata analysis.

#### Image Distortion Removal Tool

Identify and validate a restoration tool to partially or completely remove image distortion imposed by known wide angle lenses used in smart doorbells. The tool is designed specifically to follow a process for un-distorting the particular image under examination. As these distortion problems may be described mathematically, a specific filter can be designed to compensate for each distortion. The degree to which a distortion can be successfully removed may be limited by the accuracy with which the actual distortion process can be described mathematically.

#### Hand Skin Feature Database

Capture standardized images of hands to create a database of images that can be used by examiners when conducting photographic comparison and by researchers when assessing the individuality of skin features. The standardized approach used will allow for future additions to the database from other researchers. The availability of the database will also allow for future research on this collection of images.

#### Drone Photogrammetry Scanning Tool Study

There has been a big shift in law enforcement to using drones for crime scene measurements. There has been no real research in this area showing the accuracy or ability for personnel to use this effectively. A study is needed to determine the reliability of these devices and if they really have a role in forensic investigations.

#### Packet Inspection Tool (Forensic Committee)

Tool or a plug-in to an existing tool that:

- Identifies network traffic based on port, ip address, e.g. one could hover over the packet in something like Wireshark and the tool would identify the source application, e.g. Facebook Messenger.
- Pulls streaming video and images from either a live network stream capture or a saved capture, e.g. pcap file, enabling the file to display in its native format.

#### Image Comparison (Image Committee)

(latent/image comparison) - During the process of performing comparison work involving images processing may occur to clarify the image. Have a program which can perform a comparison of the original image and the clarified image at the pixel or macro block analysis level, e.g. this was added, this was changed and showing that information was added/removed of what values were changed in a pixel. If there is a specific area in an images which is important in drawing a conclusion, one can analyze the changes to assist in the interpretation of the information in forming their opinion/conclusion.

#### Aspect Ratio

Tool to easily identify the level of compression and original aspect ratio. Can utilize existing timestamp display research of video files to identify original recording source. Software tool that can analyze video files and identify the amount of compression or degradation of video files as compared to a possible original. Also identify proper aspect ratio in the event that this is different from the originally recorded. Possibly display in a visual format to make it easy to explain to the layperson/jury. This would assist in demonstrating why video appears the way it does and why something may not appear in digitally recorded video but actually happened in real life. A bit of a unicorn but would be cool to have along with some pixie dust.

#### Haptic Gloves

As technology evolves and connectivity expands, there needs to be an easy way to interact with video and images on large screens. With the advent of multi-touch mice, there is some ability to drag and zoom available, but a tool should be developed to easily share to connected screens, zoom to areas of interest and manipulate playback speed from a singular device. Hollywood has a lot of bad ideas when it comes to how Forensics

works, but technology also tends to evolve from ideas made popular in TV and movies. While we have stun guns, mobile video communicators, and even remotes that operate doors and windows, a motion sensitive wearable has yet to be made to move and manipulate video and images.

#### Frame Rates

A black box study that defines error analysis for speed determination of vehicles depicted in video, based on frame rates, compression algorithms, and resolution needs to be developed.

#### Containerized environments and associated technologies (e.g. Kuberbetes, Amazon)

While the underlying concept is not new, there has been significant movement recently towards containerized application deployments, especially in enterprise environments. This has also led to increased ubiquity of related technologies, such as orchestration systems like Kubernetes, software-defined and overlay networks, distributed/cloud storage (and other “new” storage paradigms), and deployments where computer, storage, and other resources are spread across on-premises resources and potentially multiple “cloud” providers. These technologies introduce new types of potentially relevant forensic artifacts, potentially change the location of “traditional” artifacts, and may add complexities and nuances to acquisition and analysis processes. Research into what artifacts are available and best practices for acquisition and analysis would help us keep pace with these technology advances.

#### Anti-forensics awareness and detection

Training curriculum needs to be developed regarding raising awareness to practitioners of anti-forensics techniques and tools. Additionally a software application needs to be developed for the detection of current and future anti forensics tools and techniques, e.g. malware that after execution wipes itself, obfuscation, artifact wiping.

#### Data artifacts from artificial intelligence environments

A study to determine what artifacts of evidentiary value may exist on artificial intelligence (AI) systems, software and connected devices. Are there ‘logs’ of AI decisions that can be identified and followed? Can the AI decision trees be identified (or even altered) from the systems or will it require analysis of source code from the AI vendor? What specific artifacts from AI systems that can answer forensic questions? e.g. a suspect claims that he didn’t run over the victim, his autonomous car did.

#### AI technology to speed up investigations

Study and tool opportunities. With identification of processes that exist in digital forensics capabilities that can be repeated in software systems, a defined algorithm could be implemented to execute the process and decision tree. What digital forensics processes and decisions trees are repeatable and consistent enough to be implemented in elementary artificial intelligence algorithms?

#### Quantum computing digital forensics

A study to determine how US law enforcement can leverage quantum computing to tackle difficult problems, e.g. encryption. Additionally, the study should include what artifacts are available that indicate quantum computing was being used.

### Logical Acquisition Tool

There is currently no industry standard tool to acquire logical files to an open source format forensic storage container. The two prevailing tools/formats are based upon proprietary code, not compatible with each other, and not readable by many other forensic tools. An open source forensic container format does exist (AFF4) however, no tools have yet been developed to acquire logical files to it.

A tool to enable trained and non-forensically trained personnel to forensically preserve LOGICAL files/data provided to them by witnesses or victims (e.g. photos, cell phone video, other digital documents) when the consent scope or other circumstances preclude acquiring the entire volume or device.

### Requirements

- open source
- writes to an open source container
- GUI and command line interface
- versions for Windows/Linux/OS X
- does not require installation
- runs without administrator privileges
- can be executed as an administrator to acquire target file system meta
- calculates and preserves hash values for acquired files as well as for the entire container
- can verify hash values for acquired data
- can export individual acquired files from a container
- can mount a container as a volume on the host

### Standard Metadata Dictionary

Through research/polling of agencies/regulations, a standard data-dictionary needs to be developed addressing required metadata that needs to be maintained when preserving digital archives.

### Database Forensics

A better set of tools needs to be developed for enterprise level database forensics. There are plenty of forensic tools that address sqlite, but not enough for Oracle and other full databases. As such, examiners end up having to create the proper queries. As it is not expected that a typical, competent, examiner has the ability to write their own scripts to parse a binary image, the same is true for database query construction. The tool should allow for indexed searches similar to other traditional forensic tools, as well as have analytics to assist in pivoting to other types of information.

### Decision Tree

A decision tree application needs to be developed that can be pushed to investigators to assist in the field acquisition of oddball or outlier DVR manufacturers. The application should include a walkthrough of items such as:

- identification of dvr makes/models;
- a workflow to retrieve the best quality video acquisition;
- fields that guide the user to proper documentation.

#### SOP Tree

Mobile application that can take any SOP, configure it into a decision tree, and allow a user to input notes, pictures, etc.

#### MDM Study

A study needs to be developed to address Mobile Device Management tool artifacts, e.g. what artifacts remain if a device is removed from or “wiped” by a service. Additionally, if the service is removed for the purpose of conducting an exam, what are the residual effects of doing so. Also, a SOP needs to be developed addressing the proper way to remove a service and the examination steps that should follow.

#### Automated Camera Resolving Power Tool

An automated tool to determine what the effective resolving power is for any image capture device. Items such as latent prints, shoe impressions, and tire tracks need to be captured at a resolution that allows for minute detail to be resolved for the most effective analysis. Current methods of determining the resolution of a camera system are very manual, expensive and constitute a sophisticated process that most departments cannot, or will not conduct. This tool will eliminate the subjective nature of this testing and standardize the quality of images across the law enforcement community by making it automated, no cost and easy to do. The tool packages a validation, verification and certification of a camera system to capture images for forensic analysis. This tool, be it an app or website of installable software, would be freely available to law enforcement agencies thereby increasing the testing of camera systems, standardizing the verification of them and significantly increasing the quality of evidence images taken.

#### Encryption Containers

A tool needs to be developed to allow a brute force attack on an encrypted container. The container (most likely in the form of a binary file) should be loaded into an emulator to allow for attacks without concern for incorrect attempt or time lock-outs.

#### Infrared Transmitters

Tool that identifies infrared transmitters, e.g. looking down a street and identifying existing video cameras as potential sources of digital artifacts.

#### Infrared Cameras

Infrared cameras do not give accurate colors; a study is required to show how colors actually display under IR.

#### DVR Specifications

Study to prove/disprove a dvr's quality specifications of recovery, e.g. analog screen captures vs traditional.

#### Image Authentication

The use of the PRNU tool to authenticate images (matching) is acceptable for older cameras; however, newer cameras have vibration reduction, etc. that destroys the artifacts required by PRNU. What else can be used?

#### Errors of Height

Subject height is typically determined using photogrammetry; however, errors rates of the newer laser scanning photogrammetry process can complicate the situation, but by what degree?

#### Lead Generation

A tool is required for leads generation for field investigative agents. The tool will provide a 'quick look' at forensic exam artifacts in order to assist with the investigation. The tool's function will be isolated from the deeper forensic examination. All processes will be logged.

#### Analytics Pivot

A cyber analytics tool is required for quick ip, mac, etc. resolution/connection to pivot from recovered data to additional case leads, e.g. location vectors for intrusions.

#### VR Forensics

A study needs to be completed to determine what types of data can be recovered from virtual reality devices

#### Wearables

What data, beyond what is exposed to the user, may be available from devices to include smartwatches and fitness trackers.

#### 5G

As land based mobile networks and handsets evolve to 5g, what will the implications be for current investigative techniques and forensic methods.

#### Containerized environments and associated technologies

While the underlying concept is not new, there has been significant movement recently towards containerized application deployments, especially in enterprise environments. This has also led to increased ubiquity of related technologies, such as orchestration systems like Kubernetes, software-defined and overlay networks, distributed/cloud storage (and other "new" storage paradigms), and deployments where compute, storage, and other resources are spread across on-premises resources and potentially multiple "cloud" providers. These technologies introduce new types of potentially relevant forensic artifacts, potentially change the location of "traditional" artifacts, and may add complexities and nuances to acquisition and analysis processes. Research into what

artifacts are available and best practices for acquisition and analysis would help us keep pace with these technology advances.

#### Blockchain / Cryptocurrency Analysis Tools

Tools and techniques for analysis of blockchain transactions need to be developed. The tools need to include probabilistic analysis of following transactions through ‘tumbler’ services.

#### Data Carving from Packet Capture Systems

Several commercial and open source IDS/IPS systems maintain a history of packets captured from a network tap. This can be both inside and outside traffic. The ability to carve files from these captured packets can prove useful in a variety of investigations. For example: Without a change in default settings or additional software, windows systems will not log files being copied from one computer to another. The traffic, however, will be captured by network traffic analyzer. (BlueVector is an example of something that can keep traffic for several months). A utility to automate the process from standard PCCAP data is needed.

#### IoT Data Carving Signatures

IoT devices maintain a limited amount of information internally. Much of the 'work' is performed by sending data to a cloud service or other external processing location. A library of file/artifact signatures, both for artifacts from device memory and for network traffic artifacts, would help to rapidly identify the data sent to and from IoT devices. As an example: It might be possible to carve Siri voice requests from network traffic, reconstruct the audio, and identify the corresponding returned text.

#### Image Best Practices

Different types of hardware and software affect the quality, or degradation, of a captured image. A best practices for image capture specifying ideal hardware/software should be developed.

#### Encoder Bias

Audio and video media may contain multiple iterations of encoders and decoders based on the digital file’s interaction with various software, e.g. video recorded with an Android cell phone and then uploaded to YouTube. These different encoders and decoders may not only change the digital file’s hash, but can also very well change how the sound and/or appearance of the file. Research of what the impact to encoders/decoders is and how the admissibility of these files should be effected needs to be completed.

#### Media Authentication

Data and format artifacts in multimedia files with multiple and mixed streams (audio, video, time code, captioning, etc.) needs to be researched in order to determine if the artifacts present can be indicators if a file was copied and/or edited.

#### Developed September 2016, previously submitted June 2015, new content, Social Media Video

Various devices recording video in various formats are used by the public to capture events that may be of investigative interest. Commonly people will upload video footage to social media sites. A tool is required that will scan social media sites for video based on investigator/examiner provided keywords, e.g. 'Baltimore riot', download the video, and tag the downloaded video with any available footage metadata, e.g. time/date. The time/date tag will assist in possibly sequencing multiple pieces of video footage from different people at the same event. An additional tool is required to authenticate audio and video downloaded from social media websites. The tool will need to handle the inconsistent metadata as well as the different formats from the different social media sites and compare the information with a known database that contains signatures for items like Premiere and Audition reencoding. Mobile applications need to be developed to help citizens anonymously send captured video to law enforcement. Additionally, a tool or system needs to be developed for law enforcement to accept the submitted video on a national scale and send to the appropriate jurisdiction.

#### Faraday and LTE

Faraday technology is commonly used in mobile device forensic examinations to keep an exhibit from connecting to a network. An advantage of this standard practice includes stopping a remote wipe command from reaching the device and destroying potential evidence. However, with recent improvements in cellular networks, i.e. 4G LTE, products sold by vendors are having issues with consistently blocking the network signals. In order to maintain the integrity of the potential evidence, product enhancements need to be made.

#### Electrical Network Frequency

The electrical grids of the Northeast and rest of the United States carry unique background frequency changes. The forensic examiner industry is in need of an ongoing database of electrical network frequency (ENF) changes as a way to both time and date stamp audio and video recordings as well as to determine if audio and video tracks were recorded together or superimposed later.

#### Aggregation of Video

A tool is required to identify video frames from miscellaneous physical dumps and aggregate the frames back into full video. Adroit Photo Forensics by Digital Assembly is a product that has this capability; however, the company does not appear to be in business anymore.

#### Video standards

An exclusive video container and wrapper for law enforcement recording devices such as body cameras, interview rooms, in-car video systems, and unmanned aerial vehicles. Vendors can use the file format/codecs to implement it into LE only devices and will assist examiners with data integrity, authentication, and analyzing footage. In circumstances where the device is compromised the video file will not be playable by the general public. Additionally, the file will meet minimum (TBD) resolution, audio, and compression standards and will include rich metadata (Woody add info here). The



standard will include designations for metadata byte offsets. Offsets to include, but not be limited to be frame rates, and resolution.

### Validation Repository

Documents recommending mandatory accreditation of forensic laboratories continue to be published. To assist agencies that may be lacking some of the necessary resources in becoming accredited, a central repository of software validation reports needs to be created, specifically for multimedia evidence, e.g. video, audio, image. The repository should be open to the public. Submitters of the validation reports will use a format prescribed by NIST.

### Vehicle Comparison

In order to better understand error rates associated with comparisons of vehicles, a black box study on vehicle comparison needs to be conducted. In such comparisons, an analyst uses recognized physical characteristics, to determine the make, model and year of vehicles, and compare such characteristics to the DAIS (Digital Automotive Index System). As such, the success ratio is heavily dependent on the analyst's recognition of the characteristics and prone to error, bias, etc. The study will determine if errors are impacting the results of the identification.

### Process Automation Capability

A tool is required to assist with laboratory backlog issues. Many examiners waste time waiting for processes to complete that require very little examiner interaction between each process. For example, in computer forensics instead of imaging a hard drive, then running the image through multiple tools, one at a time, in order to extract relevant artifacts, a middleware tool should be made that presents the examiner a front end GUI enabling the examiner to select options such as creating a binary image, and conducting FTK picture carving, EnCase credit card finder script, X-Ways browser history search, all within the relevant scope of the search. This tool will allow the examiner to automate tasks and concentrate more time on the recovery of artifacts.

### Drone Forensics

The law enforcement community is in need of assistance regarding the examination and related issues associated with consumer drones. A database of acquisition methods which may include USB, JTAG, chip-off, network, etc. should be created and a listing of potentially recoverable artifacts and the process in which to extract those artifacts be created. Further research will need to be completed into the access methods, i.e. a chip-off of a SOIC based drone only resulted in code protected data (all FF's). A second phase of the project will include developing a tool to intercept a drone flying into protected airspace via network traffic. This will include network intercept (network capture) of the traffic communicating to the drone and an attempt to disable or override the communication to the drone to safely ground the drone.

### 3D Printer Forensics

The law enforcement community is in need of assistance regarding the examination and related issues associated with 3D printers. While printed artifacts may be available from

printer connected computers and SD cards inserted into the printers, a database of printer specific acquisition methods (USB, JTAG, chip-off, network, etc.) should be created and a listing of potentially recoverable artifacts and the process in which to extract those artifacts be created. As no industry forensic software tools recognize files extracted from 3D printers (all the files have different, proprietary headers, a second phase could include software development that assists the examiner in viewing the extracted files in a manner in which the subject of the investigation would have viewed the file before printing.

#### Standardized tools for the ingestion and data normalization of data productions from 3rd party providers

Standard processes, templates, formats and frameworks for 3rd party providers needs to be established. Early work in this space from commercial entities with CDRs (call records) and social media dumps began, but significant work is still needed. Other data types need to be added as well. Perhaps a regulatory framework, e.g. CALEA for more data types can be created.

#### Forensic Analysis Tool for Deep Learning Multimedia Manipulation and/or DeepVoice Detection Tool

There are several deep learning-based audio/video manipulation tools currently available as source code on the web (e.g., "Deepfake", "Face2Face", "FaceSwap"). Undoubtedly, these tools will grow in sophistication over time. As pointed out in the previous proposal, faked multimedia can do damage to an individual or society as a whole in a very short time. A framework needs to be developed to manage the ongoing effort to identify multimedia manipulation techniques and how to detect them. This framework should start with the techniques currently available and include:

- Documentation of the technique, the method employed, and the source data it requires
- Databases of sample multimedia files that employ this technique that can be used for testing
- Known tools for the detection of the method in questioned multimedia
- Research and development goals for improving detection tools

#### Jiggler for smartphones

Mouse jigglers exist to keep computers awake and unlocked when devices are seized on-scene; however, no operating system agnostic hardware devices exist to keep smartphones awake and unlocked. The forensic community requires a dongle with interchangeable tips that will plug into the bottom of the device or a cradle that will keep the device awake (in an unlocked state). The dongle should not rely on OTG compatibility.

#### Tool for the automatic decontamination of digital devices

The submission of digital devices that have been exposed to fentanyl/opioids have increased significantly in recent years. A device that can automatically decontaminate digital devices entering an evidence facility or lab without damaging the device would help keep people safe.

#### Chromebook acquisition tool

As not all of Chromebook data may be located on a cloud account, a tool needs to be developed that extracts plain text user data from a Chromebook.

#### Autopsy Module, Darknet scan

A bolt on software module that scans an image to locate darknet artifacts.

#### IoT Detective

Develop an app for an individual in the field to query a database of IoT devices in order to ascertain what type digital evidence can be acquired. This will be similar to Cellebrite's app called UFED Phone Detective or Berla, Inc. app called iVe-Mobile.

#### Landscape study of MDM Applications

Develop a tool for identifying Mobile Device Management Applications on a mobile device, their capabilities, and concerns for evidence extraction. Examiners routinely encounter mobile devices with MDM applications installed. These applications can inhibit a successful data acquisition, and different applications perform differently.

#### Router Interrogation Tool

Develop a tool to interrogate routers and other network witness devices (eg switches) to acquire evidence.

#### Cryptocurrency Detection Tool

Develop a tool for rapidly identifying and extracting cryptocurrency apps on Mobile devices.

#### Crowdsourced Evidentiary Video App

Develop a tool for citizens/civilians to voluntarily upload videos/images/documents to a platform for law enforcement to review without losing resolution or fidelity and preserving appropriate metadata.

#### Black Box study of Make/Model determinations of vehicles.

Perform a study on how well people can adequately determine the make/model year of a vehicle. This will be applicable to examiners and civilians.

#### "BullyBlocker" software/app – an app to prevent cyber-bullying

Develop an app that provides parents/guardians the ability to prevent cyber-bullying of their children during the use of their personal communication devices by preventing (blocking) bullying communications from ever being displayed on the device. Based on 'trigger mechanisms'\* established by an administrative user (most likely the parent/guardian but potentially the user him/herself) the app will most likely need to reside at a root level on the device to monitor all incoming communications/packets (or possibly just the device notifications) to determine whether it should be designated as a "good" notification, or a "bad" one – all "bad" comms should then be blocked from notifying the affected user that a message ever existed at all. A second 'guardian' app should be created for the parent/guardian device (if possible) – where the parent has full control and setup capability, and ultimately provide logging/review capabilities (possibly

a later implementation). BullyBlocker will need (possibly) awareness of the various communication apps' formats in order to properly scan for the trigger information – ie., determining sender or scanning content for designated keywords.

\*Trigger mechanisms are limited only by the amount of information the parent wishes to scan for. This could not only incorporate key words (such as "kill", "die", "suicide", "ugly"), profile names (such as Facebook/Instagram/Twitter/Snap Chat name), or sender email addresses, but could include endless possibilities for the level of protection desired. For example, triggers could be developed to include behavioral clues and language. Additionally, it could also be possible to increase the resulting actions to include such things as a notification to 911 or law enforcement or suicide assistance/child advocacy centers. Numerous additional areas could be positively impacted by the same mechanism – special needs areas such as child sex trafficking, enticement, pornographic exploitation, kidnapping, drug use and sales intervention, etc. By using different key words, terms, phrases or capability enhancements, BullyBlocker could be used in many areas that affect our children today. Various later categories of triggers could be used such as geographic location (GPS/triangulation monitoring), movement/action monitoring (ex device moving at a high rate of speed than walking or biking etc.), and so on. The possibilities for the level of information that is available and can be monitored on a device, and therefore triggered on, are nearly endless.

#### Body and In-Car Camera Quality Study

This study would examine the effects compression schemes used in body and in-car camera systems have on the synchronization of audio data with video data. Record a test pattern that allows for the testing of audio and video data to be tested by a variety of body and in-car camera systems to determine the extent of a synchronization error that may or may not exist.

Body cameras and in-car camera systems are readily deployed by law enforcement agencies to record and store the interactions their members have with the public. The cameras collect the visual information and microphones collect the auditory information. That information is converted to data which is then compressed and stored by the system. The resulting video and audio data can then be accessed and evaluated at a later date. The process of compressing the video and audio data as separate streams may lend itself to synchronization issues. If the audio data is not in synch with the video data, actions may occur before or after their correlating sound. Without a clear visual cue to correlate to the sound, it is possible that an examiner of the data would not know that a synchronization issue exists. This result may cause misinterpretation of the events as they occurred. At this point, a study has not been undertaken to determine if audio and video data is in fact synchronized for body and in-car camera recording systems.

#### GAN Image production for development of photo line-ups

Law enforcement commonly uses photo lineups in the identification of suspects in criminal investigations. Current methods to develop photo line ups include locating multiple "filler" photos from a variety of sources (e.g. criminal records, open source media). Those filler photos must look sufficiently similar to the suspect. This is most often a manual process where the images are reviewed and selected, which is inefficient

and may introduce bias. There may also be privacy concerns based upon the source of the filler photos. A generative adversarial network (GAN) image is an image that is produced through machine learning and not an actual human. A tool that can analyze a suspect image and produce similar GAN images for filler photos will automate the process and remove any bias or privacy concerns.

#### Forensic Analysis Tool for Deep Learning Multimedia Manipulation and/or DeepVoice Detection Tool

There are several deep learning-based audio/video manipulation tools currently available as source code on the web (e.g., "Deepfake", "Face2Face", "FaceSwap"). Undoubtedly, these tools will grow in sophistication over time. As pointed out in the previous proposal, faked multimedia can do damage to an individual or society as a whole in a very short time. A framework needs to be developed to manage the ongoing effort to identify multimedia manipulation techniques and how to detect them. This framework should start with the techniques currently available and include:

- Documentation of the technique, the method employed, and the source data it requires
- Databases of sample multimedia files that employ this technique that can be used for testing
- Known tools for the detection of the method in questioned multimedia
- Research and development goals for improving detection tools

#### Rapid Audio Authentication Triage Tool

An easy to use triage tool that does a "quick and dirty" test of format and metadata structure consistencies to flag audio (or multimedia) files that are not self-consistent.

#### Deepfake Video Identification

The potential for deepfake videos to spread virally on social media platforms could have a negative impact on society. While authentication techniques could identify these files, the damage may have already been done. An app that scrubs social media to identify deepfake videos in a rapid manner could help show a potential fake video before it has been distributed to the masses.

#### SSD Write Blocker

Manufacturers of solid state drive (SSD) introduced the practice of wear-leveling and garbage collecting to the data storage devices in order to lengthen the life of the storage medium. These two (2) disk level practices fundamentally changes each subsequent SSD forensic acquisition when compared to the forensic acquisition of traditional hard disk drives. When repeated, the forensic acquisition of an SSD will not produce a forensic image file with identical hash values as compared to the other forensic image files from the same SSD, which is due to the two manufacturer processes introduced above. In order to address this fundamental change to the acquisition process we would seek an SSD write blocker, which when deployed would halt the practices of wear leveling and garbage collecting. This tool would allow for all forensic image files deriving from a target SSD drive to have identical hash values.

#### Vehicle Make-Model Determination

Build automated tool for examiners to detect and identify the make/model/year range of vehicles, through the use of neural networks. Research should include a determination of the resolution (i.e. number of pixels per vehicle length, based on subject-to-camera perspective) needed to have a positive identification.

#### An automatic system for structure and format analysis(Audio Committee)

This project proposes the development of an automatic analysis system for format and structure investigation of digital audio files, with an emphasis on lossy compression algorithms like MP3 (MPEG-1 and/or MPEG-2 Audio Layer III), WMA (Windows Media Audio), and AAC (Advanced Audio Coding). Lossy compressed audio files are common in real forensic cases, can be produced with different digital audio recorders, digital video cameras, mobile phones, tablets, computers and other digital systems, and their forensic authentication can end up being crucial in the courtroom or other extrajudicial investigations. Previous work on this topic was reported in [1,2,3,4] per reference below and can be extended to automatic unbiased decisions, and fused with other forensic analyses like Quantization Levels/Bit Depth, Long Term Average Spectrum, Modified Discrete Cosine Transform coefficients, etc. The results of this project can be ultimately be incorporated in an automatic framework for digital audio authentication.

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#### Software tool for the retrieval of h.264 video

Digital video is ubiquitous in today's society. As more devices capture media files, the occurrences of damaged files is increasingly common. Examiners are often tasked with recovering video files from damaged devices or areas within those devices where data is not meant to be logically acquired. This may include buffer space, unallocated space, or corrupted files within an otherwise functioning device. H.264 encoding is currently the most common form of video stream found in security DVRs, camcorders, cell phones, and action cameras.

Most modern devices utilize an implementation of H.264 that makes it impractical for an examiner to manually carve video files. A software tool needs to be developed and made available to examiners to automate the process described. This would allow the AVCC video data without frame headers or file structures to be reconstructed into recoverable

video files of sufficient visual quality. This would allow buffered or deleted video from recording and storage devices to be recovered when standard tools fail.

#### Remote access device to acquire data from DVRs

A device comprised of a USB connection and VGA/RCA/HDMI capture that plugs into a DVR to have someone operate it remotely via cellular connection. It would allow an untrained or inexperienced person to connect the USB input from the device to the DVR and connect the output of the local video monitor to the device. An examiner can then operate the menus from the device using the connection to the USB and see what is happening using the monitor connection. Video can then be logically exported by USB to the device and transferred to the examiner through a networked connection.

#### Lead Generation

A tool is required for leads generation for field investigative agents. The tool will provide a 'quick look' at forensic exam artifacts in order to assist with the investigation. The tool's function will be isolated from the deeper forensic examination. All processes will be logged.

#### Internet of Things

As the use of connected technology devices increase, there is a need to establish a method for forensic examiners to capture user data from networked devices. The machine to machine communication made possible by hardware such as Arduinos provides unique challenges to forensic examiners. In addition to collecting historical information, it is imperative that the capture process stop potentially destructive processes from occurring. Additionally, the following IoT studies are required:

- A study to the authenticity of the imagery retrieved from an IoT device, e.g. how much imagery can be retrieved and validated.
- A study that determines the feasibility of data acquisition from streaming home video cameras (which traditionally are stated to not hold data).

#### Social Engineering for Investigators

Training curriculum needs to be developed regarding building biographical password cracking logic. The curriculum needs to include automated pattern lock techniques, and building biographical dictionaries to be used for automated encryption attacks. The curriculum could be married up with DoD/DC3 software tool.

#### Cell Results De-Duplication

Due to the requirement of multiple cell phone examination tools, there are commonly multiple reports, exported in multiple formats, provided to investigators that contain large amounts of duplicate data. A tool is needed to parse the multiple reports, providing a singular format across all unique data points, with duplicative entries either hidden or removed (user selection).

#### VMFS Parser

A tool needs to be created to allow for a low level reconstruction and file recovery from deleted VMFS volumes. The tool could be a stand alone application that carves or recreates the headers for the file system or be a plug-in for an existing tool.

### DVR Artifacts

A tool needs to be created that identifies third party DVR applications used to delete data off of a DVR. Additionally, the tool should identify what artifacts may still be recovered after such application is used, e.g. application x leaves behind y, at offset z.

### SSD Research

Tools & methods need to be developed to overcome new challenges of data recovery from- SSDs, e.g. mitigating issues caused by auto-trim functions and file system aware devices.

### Grid

A tool needs to be developed to digitally overlay a grid on anything submitted for comparison analysis. Additionally, a study needs to be done to determine the probability of comparative features that lie within different sizes, e.g. 5 pixels by 5 pixels.

### Perspective

A study needs to be conducted in regards to possible tool introduced error. The perspective correction feature in Photoshop is commonly used to view missing or obscured items, such as license plates. The accuracy of this use, along with any associated error rate, needs to be determined. Similarly, DVRs and similar equipment change aspect ratios to fit how the content is viewed. The sphere method is commonly used to view in a native aspect ratio. The margin of error and proper validation of this method needs to be completed.

### Autonomous Vehicle Network

The time of the autonomous vehicle is rapidly approaching. The network infrastructure that will be required to support this is astonishing by today's standards. Digital artifacts will need to be captured and analyzed from locations, such as traffic intersections, most notably those intersections identified and equipped at a higher level by municipalities due to a high incidence of accidents. Tools for capturing and analyzing this type of data must be created.

### Infrared ID

The rapid identification of potential locations with security video evidence can greatly assist investigators during criminal investigations. The vast majority of these systems emit infrared light that is not visible with the human eye. A tool that can identify the infrared light emitted from these video systems can expedite identification of potential evidence sources and support investigative decisions.

### Validation Repository

Documents recommending mandatory accreditation of forensic laboratories continue to be published. In order to achieve accreditation, laboratories must have a list of validated software available for accrediting agencies. To assist agencies that may be lacking some of the necessary resources in becoming accredited, a central repository of software validation reports needs to be created. The repository should be open to the public. Submitters of the validation reports will use a format prescribed by NIST.



### Investigative Leads

Providing leads generation so that field investigative agents can identify additional victims, suspects, etc., in time to make a difference is a critical need. The tool will provide the investigative agents a ‘quick look’ at potential evidence using preview techniques/triage tools with these functions differentiated from, yet informing, the deeper forensic examination. All processes will be logged.

### Body-Worn Camera Conformance

As agencies nationwide work to develop effective body-worn camera (BWC) programs, access to reliable, detailed, and consistent information about the technical specifications and performance of body-worn camera devices has become increasingly important. The SWGDE Video Committee seeks to collaborate with the NIST and academic partners to conduct conformity assessments of BWC marketed to law enforcement to verify and evaluate technical specifications of recorded video and audio streams. The information gathered from conformance testing will be used to analyze and develop technical recommendations to identify potential functional issues, provide a baseline for assessment, and promote future BWC video development.

### Image/video Impact

A study needs to be conducted regarding the impact of chronic processing of violence and child victimization on audio, image, and video enhancement examiners. While there is a study regarding this type of impact on computer forensic examiners, no such study was completed for other digital and multimedia evidence disciplines. Audio, image, and video examiners are especially susceptible to emotional trauma due to the fact that an enhancement examination may require an examiner to listen/watch the same disturbing piece of media as many as one hundred times. Deliverables of the project should include early warning signals and management strategies to minimize the negative impact on employees.

### Virtual File System Forensics

VMware, a popular virtual machine software package, uses a proprietary file system that is not widely supported by forensic software. A VMFS file system tool needs to be created to enhance the artifact recovery process. Ideas include using Linux libraries to mount the VM file read only and to create a plug-in to some of the common tools.

### Comparison Black Box test

In order to better understand error rates associated with comparisons of male genitals, a black box study needs to be conducted. For example, an analyst may be asked to make a comparison between an image captured in a child pornography artifact and a known individual. In such comparisons, an analyst uses recognized physical characteristics to make the match. As such, the success ratio is heavily dependent on the analyst’s recognition of the characteristics and prone to error, bias, etc. The study will determine if errors are impacting the results of the identification.

### Encryption Implementation Awareness

The use of encryption is an obvious impediment to the successful recovery of digital evidence. However, encryption poorly implemented may be exploited by a forensic examiner if he/she had a tool in which the degree of encryption implementation could be reported along with the potential flaws.

#### Cross Data Analysis of CDRs and Mobile Phone Forensics

The digital forensics community would significantly benefit from a tool or suite of tools that could blend CDR (call detail record) data and data acquired from Mobile Phone Forensic kits.

Just about every criminal investigation involves mobile phones examinations and/or call details records. The task of analyzing months of CDRs and data acquired by mobile phone forensic tool kits is a time intensive task and is an independent process. A prime example of using both sources of information is deleted sms/mms messages recovered by mobile forensic kits. Many times these deleted sms/mms messages may only contain the content of a message and a timestamp. By turning to CDRs, the direction of the message and participants can be determined as well as approximate location. Similar issues are true when conducting analysis on CDR's. CDR's are chocked full of metadata about locations, calls and sms/mms messages, but they lack content. By combining these two data sources into a single analytical view, investigators would be able to quickly rack and stack information and help ascertain a suspect's involvement in a crime.

#### Practitioner Certifications

(This one really does not fit with S&T deliverables, will omit unless there is argument) There are no practitioner certifications available in the disciplines of biometric, and facial identification and few available in video. This fact makes it difficult for examiners to establish credibility in the courts. Additionally, certifications specific to photogrammetry, comparative analysis, authenticity, and damaged video recovery need to be developed. Standardized certifications across these topic areas will assist in the credibility of competent examiners.

#### DVR Identification, Extraction, and Parsing

The typical process for DVR examination includes removing the hard drive(s) from a system, imaging it (them), then placing the hard drive(s) containing the image(s) back into the system in order to view and export the data (necessary due to the proprietary nature of dvr's). Alternatively, an examiner may interact directly with the dvr's software (using administrative privileges if necessary) and obtain a logical copy of the DVR's files by extracting them and saving them to a thumb drive. Issues with these processes include the following; the DVR may not recognize the cloned drive; the DVR may be damaged due to the disassembly of the unit; metadata to include time and date stamps may be saved in a different location and is not recovered; not first responder friendly.

Scope:

1. DVR (digital video recorder) systems, IP cameras, NVR (network video recorders) systems (on premise - private and cloud - public), cameras integrated into home entertainment systems, NAS devices that accepts digital video stored to device.

2. Video and audio data files on DVR systems.
3. Extraction, identification, parsing and analysis.

#### Research deliverables

1. Identification of where any logs and/or configuration identification such as aspect ratio, frame rates, motion sensitivity, and zone definitions are stored.
2. Identification of operating system and kernels.
3. Location of stored data - spinning disk, flash memory, ROM settings.
  - a. Partition and volume information
  - b. Onboard or in plugged in drives.
4. Location of logs on
5. Network configuration - local network, remote access, cloud connectivity, device passwords and certificates stored on the DVR.
6. Processes for access to the DVR operating systems and storage volumes.

#### Tool - Extraction

A tool is needed to enable both examiners and first responders to introduce a device into the usb port of a dvr that is capable of recognizing the various operating systems present and can make both logical and physical copies of the saved files / complete disk and exports with an acquisition hash of the individual files. In order for this in-line device to work it will need to both circumvent any access controls (such as user passwords) and recognize the format of the dvr storage. Capabilities must include the options for extracting video or audio only.

#### Tool - Analysis

Once the examiner specifies the device from which the data originated, example Q-See QC8832-4, the tool will use the appropriate profile and parse the data. Examples of parsed data and analysis capabilities that would be presented to the examiner include the following:

Internal viewers (not reliant on third party software);  
Searchable date time tags to assist in the Identification;  
Grouped video segments by camera;  
Handling of missing cameras;  
Identification of motion sensitive breaks in video stream (tying back to user configuration);  
Ability to search through unallocated / unparsed data to find additional artifacts.

#### Vehicle Incident Response & Examination Tool

A tool is needed for incident response and examination of vehicles regarding their information networks and control modules. For example, the subject of an investigation claims his vehicle was “hacked” and says he hit the brakes but the vehicle did still not respond and a pedestrian was killed. Is there a braking module present and can that module be interrogated or downloaded? Was the vehicle infected with malware causing the brakes to not function or is the subject lying? Can the information be accessed over a network acquisition or must it be pulled directly from a flash chip? This data recovery tool fits the gap between crash data recovery applications (e.g. data from engine control

units and airbag control modules) and infotainment data recovery applications (multimedia, navigation, etc.). It is uniquely focused on vehicle control systems, sensors and networks communicating information not included in the above referenced systems.

### Cell Phone Applications

There are millions of cellular telephone applications; however, leading cellular telephone forensic software vendors only support approximately 900 applications. A software tool is required that can consistently parse/congregate application databases exported from standard cellular telephone forensic tools. An example of which would be the ability to extract and correctly report global positioning points from various applications used by a subject.

### Cell Phone Passwords

Cellular telephone forensic tools, e.g. IP Box, MFC Box, XPin Clip, marketed for the circumvention of password locked smartphones are inconsistent in the manner in which the examiner interacts with the phone. A universal graphical user interface (GUI) tool is required to assist in the examiner in the password circumvention phase of the examination.

### DVR Log Recovery

We believe that Security DVR's use an open source Operating System based on Linux. Case Agents would like to know if data from these devices was deleted by user command, or as part of the OS functions. We believe the OS is on an EEPROM chip on the board, and that by default they may store Linux log files. A tool is required that allows the examiner to acquire the information, possibly over USB, regardless of the format of the information on the device.

### Video Community

A mobile application needs to be developed to assist first responders in the collection of video recorded by businesses. Many businesses use video systems to capture events occurring on their premises. However, if an event occurs that is captured across multiple video systems (unbeknownst to the businesses that control the systems) there is a chance that valuable investigative leads may not be recovered. Additionally, if law enforcement has prior knowledge of where and what video might be available, a more efficient response to an event can occur. The mobile application will allow law enforcement personnel to approach businesses and ask them to volunteer information about their system. Once entered, information such as video system type, geo location, database build, as well as business owner contact information will all be on record. If an incident occurs, responders will be able to seize video and then immediately know where other area systems are located (which may or may not have captured something pertinent) and be prepared to quickly continue with seizure and analysis efforts. As a second phase, video streams from consenting businesses will be uploaded to regional crime centers. This will remove (or at least minimize) the seizure step of the process.

### Social Media Video

Various devices recording video in various formats are used by the public to capture events that may be of investigative interest. Commonly people will upload video footage to social media sites. A tool is required that will scan social media sites for video based on investigator/examiner provided keywords, e.g. ‘Baltimore riot’, download the video, and tag the downloaded video with any available footage metadata, e.g. time/date. The time/date tag will assist in possibly sequencing multiple pieces of video footage from different people at the same event. An additional tool is required to authenticate audio and video downloaded from social media websites. The tool will need to handle the inconsistent metadata as well as the different formats from the different social media sites and compare the information with a known database that contains signatures for items like Premiere and Audition reencoding.

Body Worn Cameras

Body worn cameras capture very large amounts of video. A tool is required that can scan through stored video footage and identify/categorize occurrences based on predefined tags that may include, but not be limited to the following: fighting/yelling, police vehicle emergency lights, microphone key, rapid vehicle acceleration/deceleration, vehicle(s) impact.

Internet of Things

As the use of connected technology devices increase, there is a need to establish a method for forensic examiners to capture user data from networked devices. The machine to machine communication made possible by hardware such as Arduinos provides unique challenges to forensic examiners. In addition to collecting historical information, it is imperative that the capture process stop potentially destructive processes from occurring. Additionally, a study to the authenticity of the imagery, e.g. how much imagery can be retrieved and validated.

**SECTION 6  
DELIVERABLES SCHEDULE**

**6. DELIVERABLES SCHEDULE:**

The contractor shall forward any requested documentation or deliverables to the COR within the specified time at the initiation of the assignment. The Government shall review any required deliverable documentation within five (5) business days and provide comments concerning any issues to be resolved prior to the Government’s acceptance. The contractor shall provide the final deliverable (as revised to address Government comments) within two (2) business days after receipt of the Government’s comments.

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Quality Control Plan	Within 30 days of contract award.	1	Emailed	COR
	Updated QCPs			

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
	shall be submitted within 5 working days when changes are made thereafter.			
Business Continuity Plan	Within 30 days of contract award.  Updated annually.	1	Emailed	COR

**SECTION 7  
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

**7. PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success below:

\*Please provide your Performance Objectives below. Also refer to the various types of Surveillance listed under the Performance Objective Table in blue.

<b>Performance Objective</b> (The Service required—usually a shall statement)	<b>Standard</b>	<b>Performance Threshold</b> (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	<b>Method of Surveillance</b>
<b>PRS # 1</b>			
<b>PRS # 2</b>			
<b>PRS # 3</b>			

*The following listing provides various types of Surveillance as examples to select from and should not be included on the final document:*

*Random Sampling: Appropriate for frequently recurring tasks. Evaluate randomly selected samples of the lot to determine the acceptability of the entire lot.*

*Random Inspection Guide, Method of surveillance, Lot size, Sample size, Performance requirement, Sampling procedure, Inspection procedure*

*100 Percent Inspection: Appropriate for tasks that occur infrequently. Inspect and evaluate performance each time task is performed*

*Periodic Surveillance: Evaluation of samples selected on other than 100% or statistically random basis. (i.e., monthly, quarterly, semi-annually etc.)*

*Validated Customer Complaint: Complaints must be validated.*

## SECTION 8 APPLICABLE PUBLICATIONS

### **8. APPLICABLE PUBLICATIONS (CURRENT EDITIONS):**

8.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

FAR - Federal Acquisition Regulation

HSAR - Department of Homeland Security Acquisition Regulation

HSAM – Homeland Security Acquisition Manual

## SECTION 9 CLAUSES

### **9. CLAUSES**

*Clauses Incorporated by Referenced:*

**52.202-1 Definitions. (JUN 2020)**

**52.203-5 Covenant Against Contingent Fees. (May 2014)**

**52.203-7 Anti-Kickback Procedures. (JUN 2020)**

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)**

**52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (JUN 2020)**

**52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)**

**52.204-7 System for Award Management. (OCT 2018)**

**52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)**

**52.204-13 System for Award Management Maintenance. (OCT 2018)**

**52.204-18 Commercial and Government Entity Code Maintenance. (AUG 2020)**  
**52.204-19 Incorporation by Reference of Representations and Certifications. (Dec 2014)**  
**52.209-10 Prohibition on Contracting with Inverted Domestic Corporations. (NOV 2015)**  
**52.211-5 Material Requirements. (Aug 2000)**  
**52.212-4 Contract Terms and Conditions - Commercial Items. (OCT 2018)**  
**52.216-7 Allowable Cost and Payment. (AUG 2018)**  
**52.222-17 Nondisplacement of Qualified Workers. (MAY 2014)**  
**52.223-6 Drug-Free Workplace. (MAY 2001)**  
**52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (JUN 2020)**  
**52.224-1 Privacy Act Notification. (APR 1984)**  
**52.224-2 Privacy Act. (APR 1984)**  
**52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (JUN 2020)**  
**52.227-17 Rights in Data - Special Works (DEC 2007)**  
**52.229-3 Federal, State, and Local Taxes. (FEB 2013)**  
**52.232-1 Payments. (APR 1984)**  
**52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts. (AUG 2012)**  
**52.232-22 Limitation of Funds. (APR 1984)**  
**52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)**  
**52.233-3 Protest after Award. (AUG 1996)**  
**52.243-3 Changes -- Time-and-Materials or Labor-Hours. (SEP 2000)**  
**52.249-5 Termination for Convenience of the Government. (Educational and Other Non-profit Institution. (AUG 2016)**  
**52.246-6 Inspection -- Time-and-Material and Labor-Hour. (MAY 2001)**  
**52.249-6 Termination (Cost-Reimbursement). (MAY 2004)**  
**52.249-6 Termination (Cost-Reimbursement) Alternate IV. (SEP 1996)**  
**52.249-14 Excusable Delays. (APR 1984)**  
**52.253-1 Computer Generated Forms. (JAN 1991)**

***Clauses incorporated by full text:***

**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

Federal Acquisition Regulation (FAR):

. . . [www.acquisition.gov/far](http://www.acquisition.gov/far)

Homeland Security Acquisition Regulation (HSAR):



... [http://www.dhs.gov/interweb/assetlibrary/cpo\\_hsar\\_finalrule.pdf](http://www.dhs.gov/interweb/assetlibrary/cpo_hsar_finalrule.pdf)

(End of clause)

**52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)**

(a) Definitions. As used in this clause-

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Subsidiary* means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

**52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Feb 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

### **52.212.1 Instructions to Offerors-Commercial Items. (Jun 2020)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with [subpart 4.10](#) of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity

less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

**52.212-2 Evaluation—Commercial Items. (Oct 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Factor 1 – Fulfillment of the Performance Work Statement
- Factor 2 – Past performance
- Factor 3 – Quality Plan
- Factor 4- Price

**FACTOR 1 - Fulfillment of the Performance Work Statement**

The Government will evaluate the contractor’s technical approach to meeting the requirements indicated in the Performance Work Statement, based on:

Offeror’s Topic:

Select a topic of your choice or a topic from the list of Topics in SECTION 5 Specific Tasks (\*\*Note the list of Topics are encouraged).

- Offeror’s proposed approach to provide high quality proposal as described in the Performance Work Statement.

General statements such as "the vast resources of our nationwide company will be used to perform the services required by the “Performance Work Statement ” are not sufficient. The Offeror shall clearly address each element of the proposal as required by this solicitation. Any quotation failing to address all of the elements of this RFP may be considered an indication of the Offeror's lack of understanding in response to the Government's requirements, and may result in the quotation being determined unacceptable.

**FACTOR 2 - Past Performance**

The Government is seeking to determine whether the Offeror consistently delivers quality services in a timely manner. The quality of the Offeror’s past performance will be evaluated on the basis of information contained in the Offeror’s quotations, and the information that the Government obtains through reference checks or any other means.

Offerors shall submit a listing of three (3) relevant contracts held with Government and private entities within the past two (2) years in which similar services have been performed. Any contracts during this period that resulted in disputes over non-performance between the offeror and a client shall be identified. For each listing, the following basic information is to be provided: Name of Government Agency/Company Client; Two (2) Individual Points of Contact and Telephone Number(s); Address of Client; Email Address of Client; Contract Number and Dollar Amount; Description of Services Provided; and Period of Performance.

**FACTOR 3 - Quality Plan**

The Government is seeking to determine whether the Offeror’s Quality Plan will provide the Government assurances that its basic requirements for quality research and

development will be consistently met throughout the contract life. The Performance Work Statement is designed to be a performance based, since it provides a minimum of specifications for the requirements. Requirements are defined by expectation of the finished products. Offerors are, therefore, provided ample leeway to propose quality plans based on their operations, processes and other capabilities. Offerors quality plans will describe how their operations, production techniques, management capabilities and other techniques will produce the quality research and development required in this proposal.

Quality Plans will be evaluated on Offerors' understanding of USSS requirements and their abilities to meet the requirements as outlined in the Performance Work Statement. Because it is a performance-based Performance Work Statement, Offerors should to the maximum extent possible clearly show how its quotation and products will provide added value to USSS.

Evaluation will compare the proposal and its quality plan against the Performance Work Statement to make the determinations outlined above.

#### **FACTOR 4 - PRICE AND OTHER BUSINESS FACTORS**

(End of Provision)

##### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. (Jul 2020)**

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

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a) (1) (A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).



(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (June 2020), with *Alternate I* (Oct 1995) ([41U.S.C.4704](#) and [10 U.S.C. 2402](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#)).

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

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(5) [Reserved].

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

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

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) ([31 U.S.C. 6101 note](#)).

(9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

(10) [Reserved].

(11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C. 657a](#)).

(ii) Alternate I (Mar 2020) of [52.219-3](#).

\_\_ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_ (ii) Alternate I (Mar 2020) of [52.219-4](#).

\_\_ (13) [Reserved]

\_\_ (14)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) of [52.219-6](#) ([15 U.S.C. 644](#)).

\_\_ (ii) Alternate I (Mar 2020) of [52.219-6](#) .

\_\_ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).

\_\_ (ii) Alternate I (Mar 2020) of [52.219-7](#).

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

\_\_ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Jun 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).

\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).

\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).

\_\_ (IV) Alternate III (Jun 2020) of [52.219-9](#).

\_\_ (v) Alternate IV (Jun 2020) of [52.219-9](#)

\_\_ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

(ii) Alternate I (Mar 2020) of [52.219-13](#).

\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C. 637\(a\) \(14\)](#)).

\_\_ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\) \(4\) \(F\) \(i\)](#)).

\_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](#)).

\_\_\_ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (May 2020) ([15 U.S.C. 632\(a\) \(2\)](#)).

(ii) Alternate I (MAR 2020) of [52.219-28](#).

\_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).

\_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) ([15 U.S.C. 637\(m\)](#)).

\_\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

\_\_\_ (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15U.S.C. 637\(a\) \(17\)](#)).

\_X\_ (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

\_X\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).

\_X\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

\_\_\_ (30)

(i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

\_\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](#).

\_\_\_ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

\_\_\_ (ii) Alternate I (Jul 2014) of [52.222-35](#).

\_\_\_ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

\_\_\_ (ii) Alternate I (Jul 2014) of [52.222-36](#).

\_X\_ (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (35) (i) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_ (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

\_\_\_ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\) \(3\) \(A\) \(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\) \(2\) \(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).

\_\_\_ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).

\_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).

\_\_\_ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

- \_\_\_ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- \_\_\_ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- \_\_\_ (47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- \_\_\_ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- \_\_X\_ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- \_\_X\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) ([41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).
- \_\_X\_ (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_\_\_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (52) [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).
- \_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).
- \_\_X\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (Jun 2020).
- \_\_\_ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).

\_\_X\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_\_ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

\_\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\) \(13\)](#)).

\_\_\_ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

\_\_\_ (iii) Alternate II (Feb 2006) of [52.247-64](#).

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

\_\_\_ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (5) [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](#)).

\_\_\_ (6) [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](#)).

\_\_\_ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, 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 (Jun 2020) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a) (1) (A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\) \(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug2018) ([41 U.S.C. chapter 67](#)).

(xiii) (A) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (Mar2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May2014) ([41 U.S.C. chapter 67](#)).



(xvi) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

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

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

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

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

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

(End of clause)

*Alternate I* (Feb 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

*Alternate II*. (Jun 2020) As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d) (1) and (e) (1) for paragraphs (d) (1) and (e) (1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(I) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e) (1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#)).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(D) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a) (1) (A) of Pub. L. 115-232).

(E) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\) \(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(F) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(G) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).

(H) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(I) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

(J) [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](#).

(K) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(L) \_\_\_ (1) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).

\_\_\_ (2) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(M) [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](#)).

(N) [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](#)).

(O) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(P) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(Q) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(R) (1) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(2) Alternate I (Jan 2017) of [52.224-3](#).

(S) [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).

(T) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(U) [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](#).

(End of Clause)

#### **52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a Multiple Time and Materials, Labor Hour, IDIQ contract resulting from this solicitation.

(End of Clause)

#### **52.217-8 Option to Extend Services. (NOV 1999)**

The Government may require continued performance of any services within the limits

and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 20 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days 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 five (5) years.

(End of Clause)

**52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)**

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

**52.245-1 Government Property. (Jan 2017)**

“*Cannibalize*” means to remove parts from Government property for use or for installation on other Government property.

“*Contractor-acquired property*” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“*Contractor inventory*” means—

- (1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;
- (2) Any property that the Government is obligated or has the option to take over under any type of contract, *e.g.*, as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and
- (3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“*Contractor’s managerial personnel*” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor’s business;
- (2) All or substantially all of the Contractor’s operation at any one plant or separate location; or
- (3) A separate and complete major industrial operation.

“*Demilitarization*” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“*Discrepancies incident to shipment*” means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

*“Equipment”* means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

*“Government-furnished property”* means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

*“Government property”* means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

*“Loss of Government property”* means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) *Items that cannot be found after a reasonable search;*
- (2) *Theft;*
- (3) *Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or*
- (4) *Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.*

*“Material”* means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

*“Nonseverable”* means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“*Precious metals*” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Production scrap” means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, *e.g.*, textile and metal clippings, borings, and faulty castings and forgings.

“*Property*” means all tangible property, both real and personal.

“*Property Administrator*” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“*Provide*” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“*Real property*” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“*Sensitive property*” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Unit acquisition cost” means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may

employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f) (1) (v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

*(c) Use of Government property.*

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

*(2) Modifications or alterations of Government property are prohibited, unless they are—*

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

*(d) Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or



fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f) (1) (ii) (A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3) (i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d) (3) (i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall

retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

*(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts.*

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

*(f) Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, and site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(I) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under (f) (1) (iii) (A).

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor

shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) *Systems analysis.*

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with [31.205-19](#).

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible. [Standard Form 1428](#)

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules.*

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR [52.245-1\(f\) \(1\) \(iii\)](#) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.



(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by “lot” along with metal content, estimated weight and estimated value.

(3) *Submission requirements.*

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor’s determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections.* The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions.*

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j) (3) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

**52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es):

<https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses#i1063244>

(End of Provision)

**3052.204-70 Security requirements for unclassified information technology resources. (JUN 2006)**

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within 20 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 *et seq.*); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The securitplan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include -

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

**3052.204-71 Contractor employee access. (SEP 2012) -- Alternate I (SEP 2012)**

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to

Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

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

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the

Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) The individual must be a legal permanent resident of the U.S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
  - (2) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and
  - (3) The waiver must be in the best interest of the Government.
- (1) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

(End of clause)

**3052.1107-70 Electronic Submission of Payment Requests**  
**Electronic Submission of Payment Requests**

- (a) *Definition.* "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at [www.ipp.gov](http://www.ipp.gov) or any successor site.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

**3052.204-90 Unauthorized Use of the U.S. Secret Service Name**

In accordance with 18 U.S.C. 709, any contractor, except with the written permission of the Director of the U.S. Secret Service, who knowingly uses the words "Secret Service", "Secret Service Uniformed Division", "U.S.S.S.", "U.D." or any colorable imitation or such words or initials, in connection with or as a part of any advertisement, circular, book, pamphlet or other publication, play, motion picture, broadcast, telecast, other production, product or item, in a manner reasonably calculated to convey the impression that such advertisement, circular, book, pamphlet or other publication, product, or item, is approved, endorsed, or authorized by or by associated in any manner with, the U.S. Secret Service or the U.S. Secret Service Uniformed Division shall be punishable as follows: a corporation, partnership, business trust, association, or other business entity, by a fine under this title; an officer or member thereof participating or knowingly acquiescing in such violation or any individual violating this section, by a fine under this title or imprisonment for not more than one year, or both.

(End of clause)

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

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

(End of clause)

Alternate I (SEP 2012). If a contract involves sensitive or classified information, designate the paragraph in the base clause as (a) and add the following paragraph (b) to the clause:

(b) All advertisements, releases, announcements, or other publication regarding this contract or the agency programs and projects covered under it, or the results or conclusions made pursuant to performance, must be approved by the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity, release, or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

(End of Clause)

**3052.235-70 Dissemination of information - educational institutions. (DEC 2003)**

(a) The Department of Homeland Security (DHS) desires widespread dissemination of the results of funded non-sensitive research. The Contractor, therefore, may publish (subject to the provisions of the Data Rights and Patent Rights clauses of the contract)



research results in professional journals, books, trade publications, or other appropriate media (a thesis or collection of theses should not be used to distribute results because dissemination will not be sufficiently widespread). All costs of publication pursuant to this clause shall be borne by the Contractor and shall not be charged to the Government under this or any other Federal contract.

(b) Any copy of material published under this clause shall contain acknowledgment of DHS's sponsorship of the research effort and a disclaimer stating that the published material represents the position of the author(s) and not necessarily that of DHS. Articles for publication or papers to be presented to professional societies do not require the authorization of the Contracting Officer prior to release. However, a printed or electronic copy of each article shall be transmitted to the Contracting Officer at least two weeks prior to release or publication.

(c) Publication under the terms of this clause does not release the Contractor from the obligation of preparing and submitting to the Contracting Officer a final report containing the findings and results of research, as set forth in the schedule of the contract.

(End of clause)

**3052.242-72 Contracting officer's representative. (DEC 2003)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

(b) The Contracting Officer cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)