

**FEDERAL ACQUISITION REGULATION (FAR) PART 12
COMBINED SYNOPSIS/SOLICITATION NOTICE**

This Request for Proposal is a combined synopsis/solicitation for commercial products prepared in accordance with Federal Acquisition Regulation (FAR) Class Deviation 25-21, Rev. 2 for FAR Part 12¹ in conjunction with the procedures, as appropriate, at RFO FAR Part 15.² See RFO FAR 12.201-2 and 12.202. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued. As such, the following combined synopsis/solicitation information is being provided as required by RFO FAR Parts 5³ and 12.

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|-----------------------------------|--|
| (1) Action Code: | Not Applicable |
| (2) Date: | September 10, 2026 |
| (3) Year: | 2026 |
| (4) Contract Office Zip Code: | 20528-0115 |
| (5) Product or Service Code: | 7D20: IT and Telecom – Service Delivery Management
Hardware and Perpetual License Software |
| (6) NAICS Code: | 334118 Computer Terminal and Other Computer Peripheral
Equipment Manufacturing |
| (7) Contracting Office Address: | U.S. Department of Homeland Security
Office of Procurement Operations
6595 Springfield Center Drive
Springfield, VA 22150 |
| (8) Subject: | Department of Homeland Security (DHS)
Biometric Capture Devices |
| (9) Proposed Solicitation Number: | 70RDA126R00000001 |
| (10) Closing Response Date: | Responses due September 18, 2026 |

¹ FAR Class Deviation 25-21, Rev. 2 for FAR Part 12 was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025. Any subsequent citations to FAR Part 12 in this document will be cited as “RFO FAR” for brevity, and are referring specifically to FAR Class Deviation 25-21, Rev. 2 for FAR Part 12.

² FAR Class Deviation 26-08, Rev. 1 for FAR Part 15 was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025. Any subsequent citations to FAR Part 15 in this document will be cited as “RFO FAR” for brevity, and are referring specifically to FAR Class Deviation 26-08, Rev. 1 for FAR Part 15.

³ FAR Class Deviation 25-17 for FAR Part 5 was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025. Any subsequent citations to FAR Part 5 in this document will be cited as “RFO FAR” for brevity, and are referring specifically to FAR Class Deviation 25-17 for FAR Part 5.

70RDA126R00000001 – Biometric Capture Devices

- (11) Contracting Office Information: Contracting Officer Christopher Carroll
Christopher.Carroll@hq.dhs.gov
Contract Specialist Bridget Boyle
Bridget.Boyle@hq.dhs.gov
- (12) Contract Award and Solicitation: Solicitation Number: 70RDA126R00000001
Award Numbers: TBD
- (13) Contract Award Dollar Amount: \$440,736,478 (Ceiling)
- (14) Line Item Number: See SF1449 and Pricing Schedule
- (15) Contract Award Date: TBD. Performance dates are in the solicitation, Section F
- (16) Contractor: TBD – Multiple Awards Shall Be Made
- (17) Description: This is a combined synopsis/solicitation for commercial products prepared in accordance with RFO FAR Part 12 in conjunction with the procedures, as appropriate, at RFO FAR Part 15, and as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation is hereby issued as part of this notice. The anticipated Biometric Capture Devices solicitation shall be issued as a Request for Proposal (RFP) where RFO FAR provision 52.212-1 and clause 52.212-4 apply. Additional provisions, clauses, terms and conditions, to include evaluation factors and the basis for award, are in the Solicitation.
- (18) Place of Contract Performance: Place of performance is provided in Solicitation, Section F.
- (19) Set-Aside Status: The Biometric Capture Devices solicitation will be available for full and open competition with the anticipation that multiple awards will be made within each of the five (5) device tracks.

END OF SYNOPSIS/SOLICITATION COVER

PART I – THE SCHEDULE

SECTION A – STANDARD FORM (SF) 1449

The SF-1449 Form is incorporated into this document as a PDF Attachment.

The SF-1449 must be completed as described in Section L.

END OF SECTION A

SECTION B

SUPPLIES OR SERVICES AND PRICES

B.1 GENERAL DESCRIPTION

The solicitation, evaluation and award procedures for the requirements contained herein will be conducted using the procedures and policies in RFO FAR Part 12, Acquisition of Commercial Products and Commercial Services. Where necessary, the procedures in RFO FAR Part 15, Contracting by Negotiation, apply. However, if there is an inconsistency, RFO FAR Part 12 takes precedence.

This Government-wide, Multiple-Award Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract is established to provide the Department of Homeland Security (DHS) and its Components and other federal agencies with biometric capture devices and peripheral equipment to use in their respective missions. All warranted Contracting Officers of the federal government are authorized ordering officers.

The Government will order any products to be furnished under this IDIQ contract by issuing Orders from the effective date of the IDIQ contract through the expiration date of the IDIQ contract. Orders will be within the scope, issued within the IDIQ ordering period, and be within the maximum value of the IDIQ contract. The Ordering Contracting Officer shall ensure that the products are in scope of the IDIQ contract and consult with the IDIQ Contracting Officer/Contracting Officer's Representative, if needed.

B.2 IDIQ Tracks

This IDIQ contains five separate tracks for the following categories of biometric capture devices: Fingerprint, Facial, Iris, Palmprint, and Multi-Modal. Offerors may submit separate proposals for one, some or all tracks. The Government will separately evaluate proposals and make awards under each track. During performance, ordering activities, in their sole discretion, will select the appropriate track from which to solicit offers.

For each track, the Government anticipates establishing a minimum of three (3) and maximum of unlimited IDIQ contracts with Offerors submitting an overall proposal that is determined to be best value to the Government utilizing a Highest Technically Rated with a Fair and Reasonable Price award basis. These numbers are estimates, and DHS may increase or decrease the number of awards in its sole discretion. In determining the number of awards, DHS's intent is to ensure beneficial competition occurs at the delivery order level while maximizing the effectiveness and efficiency of the BCD program. Proposal submission and evaluation details are provided within Sections L and M of this solicitation.

The following table provides a simplified depiction of the BCD tracks.

Requirement	Biometric Capture Devices (BCD)				
NAICS Code:	334118				
SB Size Standard:	1,000 employees				
Tracks:	Track 1	Track 2	Track 3	Track 4	Track 5
Description:	Fingerprint Devices	Facial Devices	Iris Devices	Palmprint Devices	Multi-Modal Devices
Anticipated Awards:	Minimum of 3 to Unlimited	Minimum of 3 to Unlimited	Minimum of 3 to Unlimited	Minimum of 3 to Unlimited	Minimum of 3 to Unlimited

B.3 CONTRACT MINIMUMS & MAXIMUMS

- (a) Minimum. The minimum guaranteed award amount for this IDIQ contract is \$250.00 per Contractor for the base period of this contract, with a separate \$250.00 minimum applying to each track under which the Contractor receives an award. The \$250.00 minimum applies per track awarded regardless of the number of biometric capture devices a contractor receives an award for within that track. Orders beyond this minimum will be determined by DHS-wide and other federal agency needs. The guaranteed minimum covers the entirety of the contract, including the base and any exercised options. The exercise of an option does not re-establish the contract minimum for the IDIQ contract. With the exception of the \$250.00 minimum guarantee, no funds will be obligated on the IDIQ contract. Rather, each individual task order placed against this IDIQ contract will obligate funds. At the time of IDIQ contract award, DHS will obligate \$250.00 under each IDIQ contract to cover the minimum guarantee. Immediately after the first order is issued to a contractor against the contract, the \$250.00 will be de-obligated by contract modification and the guaranteed minimum satisfied via funding under the first order. This IDIQ contract does not obligate any additional funds.
- (b) Maximum. The total value of ALL orders awarded under ALL tracks issued under this IDIQ, including delivery orders in option periods and minimum contract amounts, shall not exceed \$440,736,478.41 – the ceiling amount for this IDIQ.
- (c) Total Estimated Amount by Track:
- Track 1 – Fingerprint Devices: \$132,326,452.92*
 - Track 2 – Facial Devices: \$32,559,545.24
 - Track 3 – Iris Devices \$17,567,234.23
 - Track 4 – Palmprint Devices: \$132,326,452.92*
 - Track 5 – Multi-Modal Devices: \$258,283,246.02
- * Track 1 and Track 4 share an aggregated total estimated amount of \$132,326,452.92.

The above values are provided for Contractor information purposes, only represent total estimated values per track, and do not establish a separate ceiling for each track. The value of orders awarded beneath each track may vary significantly from the above estimates during

performance. This IDIQ contains the single ceiling stated in paragraph (b) of this section which applies across all tracks regardless of the number of tracks awarded.

- (d) The Government has no obligation to issue orders to the Contractor beyond the amount specified in paragraph (a) of this section. Once the conditions of paragraph (a) have been met, the Contractor will continue to have the opportunity to be issued orders. An unlimited number of orders may be awarded under the IDIQ contract throughout the ordering period, including options, if exercised.

B.4 CONTRACT TYPE

This IDIQ Contract will permit Firm Fixed-Price (FFP) orders for the biometric capture devices and peripheral equipment.

Blanket Purchase Agreements (BPAs) may also be established under the master contract in accordance with RFO FAR 16.507-2(c)(3).⁴ Orders placed under such BPAs shall follow the BPA's ordering procedures and the fair opportunity requirements at RFO FAR 16.507, as applicable.

B.5 PRICING

Offerors may submit proposals for one, some, or all tracks. Because there are opportunities for multiple proposal submissions, the Contractor shall submit a separate proposal for each track. Contractors shall follow the pricing proposal instructions located at Section L – Instructions, Conditions, and Notices to Offerors and Attachment 1: Pricing Schedule.

Delivery Order level requirements may include brand name or brand name or equal (BNE) products/services that will be defined at the Delivery Order level after BCD IDIQ contracts are awarded. The inclusion of brand name or BNE solutions in the IDIQ contract does not authorize brand name procurements at the Delivery Order level absent the appropriate justification required by the RFO FAR and agency policy.

Proposed unit prices shall be based on commercially available pricing to include contractor provided discounts. The BCD contractor proposed unit prices shall become a part of the BCD award, Section B, and will be binding for the period of time represented within the Pricing Schedule for the applicable supply. Therefore, Delivery Order level unit prices for these items shall be provided that are at or below those unit prices included within the awarded BCD contractor's Pricing Schedule. In accordance with Section C - Statement of Work, the BCD awarded contractor shall be responsible for introducing technologically refreshed equipment to the DHS community as soon as it is commercially available.

Additional Pricing Schedule instructions are included within solicitation, Section L – Instructions,

⁴ FAR Class Deviation 26-04, Rev. 1 for FAR Part 16 was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025. Any subsequent citations to FAR Part 16 in this document will be cited as "RFO FAR" for brevity, and are referring specifically to FAR Class Deviation 26-04, Rev. 1 for FAR Part 16.

Conditions, and Notices to Offers and solicitation Pricing Schedule Attachment 1.

END OF SECTION B.

SECTION C – STATEMENT OF WORK

C.1 BACKGROUND

The biometric capture device marketplace is undergoing rapid innovation driven by the need for robust identity verification capabilities. One major trend is multi-modal biometric fusion, which combines modalities like fingerprints and facial recognition to enhance accuracy and security. Additionally, integration of AI-powered matching algorithms enables continuous self-learning to improve biometric accuracy over time based on expanded data. Liveness detection is another emerging capability that analyzes subtle details to thwart spoofing attempts using false replicas. Underpinning these trends is the dynamic, fast-evolving nature of the biometrics marketplace, fueled by escalating demands for flexible and reliable authentication across diverse operational contexts relevant to DHS and other federal agencies of the United States (U.S.) Government. In addition, the market still supports dedicated single modality systems for targeted use. The continuous emergence of progressive innovations highlights the responsiveness of this technology domain in providing cutting-edge capabilities for identity verification and screening.

DHS and other federal agencies have requirements to conduct biometric identification operations in the performance of their missions. U.S. federal agencies have a need to access Biometric Capture Devices (BCDs) to strengthen identity verification and security across federal agencies. BCD requirements are categorized by their capabilities and modalities to support diverse operational requirements. These BCD requirement capabilities include mobile, stationary, standoff, physical contact, ruggedization, and multi-modal. BCD requirement modalities include Face, Fingerprints, Iris, Palmprints and other modalities as they emerge.

Historically, DHS Components and other federal agencies have acquired biometric capture devices through individual, one-time procurements using a variety of contracting vehicles to include GWACs, DHS strategic sourcing contract vehicles, and stand-alone contracts. This approach results in fragmented purchasing, inconsistent standards, and limited economies of scale. By implementing a mandatory designation for usage for DHS and its components and enabling other federal agencies to utilize this Government-wide IDIQ, DHS aims to enhance standardization, interoperability, and leverage the collective buying power across its various components and other federal agencies.

The IDIQ establishes enables bulk purchasing, reducing unit costs and administrative overhead. A single multiple award IDIQ vehicle simplifies procurement processes, reducing duplicative efforts and contract management costs. Centralized procurement ensures devices meet uniform specifications, improving interoperability across agencies. Standardized devices facilitate easier integration with existing biometric systems and databases. A government-wide IDIQ attracts a broader vendor pool, promoting competitive pricing and innovation, while eliminating overlapping contracts and reducing the risk of inconsistent vendor performance. Centralized contracting enables faster response to mission needs and emerging threats.

C.2 PROGRAM OVERVIEWS

This contract will enable federal agencies of the U.S. Government to acquire standard, interoperable biometric capture devices meeting a common specification standard.

C.3 SCOPE/STATEMENT OF OBJECTIVES

The scope of this contract is to acquire standard, interoperable biometric capture devices and associated peripheral equipment (e.g., battery packs, cables, holsters, etc.) for fingerprint, iris, face, palmprints and other modalities for the federal agencies of the U.S. government. This contract includes peripheral equipment, technological refreshes and the allowance for the addition of new devices. Any ancillary or other services related to biometric capture devices are not included in this contract and will need to be separately acquired. New devices will be added via the on-ramping process; technological refreshes of devices in use by any entity of the federal government will be accomplished via bilateral contract modification.

This contract is intended to achieve the following objectives.

- Procure biometric capture devices and associated peripheral equipment (e.g., battery packs, cables, holsters, etc.) for fingerprint, iris, face, palmprints and other modalities that enable identity capture and identity verification.
- Support the government in reducing discrepancies and enhancing uniformity among biometric capture devices employed throughout the government to ensure optimal standardization.
- Provide the government with a wide range of biometric capture devices conforming to common specifications from which the government can select devices best suited for each use case.

C.4 CONTRACT REQUIREMENTS

C.4.1 Task 1: Biometric Capture Devices

The Contractor shall provide Biometric Capture Device(s) that meet or exceed the Minimum Essential Requirements (MERs) for the corresponding modality listed in **Attachments 3A – 3E**, detailing specifications for each device. The MERs establish the minimum technical performance required from any device provided under this contract.

Optionally, the Contractor shall provide devices that also meet or exceed one or more modality SPECIFIC requirements, also listed in **Attachments 3A – 3E**, in addition to the MERs. SPECIFIC Requirements are vital for specific types of equipment or implementations, such as for ruggedized mobile BCD or CBP Land Vehicle.

C.4.2 Task 2: Peripherals

The Contractor shall provide peripherals (e.g., battery packs, cables, holsters, etc.) required/recommended for product functionality.

C.4.3 Task 3: Technology Refresh Devices

The Contractor shall provide updated or improved devices whose predecessor versions the contractor can demonstrate are currently under use in any entity of the federal government, regardless of whether or not the devices have previously been added to this IDIQ. Such updated or improved devices can be added via contract modification to the BCD IDIQ at anytime during the period of performance without a need for further competition or justification. For purposes of this requirement, “updated” or “improved” devices include but are not limited to successor models or enhanced versions of existing devices that

provide improved performance, functionality, reliability, usability, interoperability, security, maintainability, or lifecycle support.

New devices, meaning devices that do not have a predecessor version currently in use within the federal government, may not be added through a contract modification. Such products must be submitted for Government review and consideration during a designated on-ramp period for potential addition to the BCD IDIQ.

C.4.4 Task 4: Technology Refresh Report

Contractor shall provide a Technology Refresh Report (TRR), semiannually, detailing updated or improved products that comply with MERs eligible to be added to this strategic sourcing vehicle via a technology refresh modification (see SOW C.4.3). Contractor shall also notify the Government via TRR when previously accepted products in the catalog are no longer available or have become obsolete.

C.5 DELIVERABLES

All document deliverables shall be provided in electronic format. Unless indicated otherwise, the Contractor shall provide all deliverables in Microsoft Office format to the Contracting Office Representative (COR) via email.

IDIQ Contract level deliverables are listed in the following table. Additional deliverables may be specified at the Delivery Order level.

SOW Section	Deliverable	Description	Due	Delivered To
4.1, 4.2	List of approved Biometric Capture Devices and Peripheral Equipment	List of approved biometric capture devices and related peripheral equipment offered by the Contractor, including all information identified in Tasks 1 and 2.	Initial: 10 days after award	IDIQ COR IDIQ CO
4.4	Technology Refresh Report	Update to the official biometric capture device catalog and removing obsolete items if applicable	Semi-annually	IDIQ COR IDIQ CO
5.3	Order Status report	Report of the status of orders during the previous month: orders at the start of the month, orders received, status of each	Within 3 business days of award or order status change	IDIQ COR DO COR
5.2	Monthly Financial Report	Report of cumulative order amount during the previous month and since contract inception to date.	Monthly by the 15 th of the following month	IDIQ COR IDIQ CO

SOW Section	Deliverable	Description	Due	Delivered To
5.5	Kick-Off Briefing Slides	Slides presented during IDIQ Kick-off Meeting. Briefing deck shall list contractor personnel, their title, contact information, and discuss the technical objectives of the IDIQ.	2 days prior to Kick-Off. Updates are due 5 days after Kick-Off meeting.	IDIQ COR IDIQ CO
5.6	Transactional Data Reports	Quarterly Report of the specific order, pricing, and savings information during the previous government quarter. Details are in Section 5.6	Quarterly no later than 15 days after the end of each Government Fiscal quarter.	(IDIQ CO, IDIQ CS)

C.5.1 Recurring Reports

The Contractor shall provide regular reporting to the Government as required in this Statement of Work.

C.5.2 Monthly Financial Reporting

The Contractor shall submit a Monthly Financial report by the 15th day of the following month. The Monthly Financial report shall provide the program financial status including the overall Contract financial status. The report shall include total amounts from delivery order awards during the reporting month as well as the cumulative order amount from Contract inception through the end of the reporting month.

C.5.3 Order Status Report

The Contractor shall deliver an Order Status Report to the IDIQ COR and the DO COR within three business days of award or of a status change to an order. Status changes may include changes to expected delivery dates or locations and changes to anticipated shipping dates. The report shall be delivered via email; additional report information shall be mutually agreed to by the DO Contractor and the DO COR.

C.5.4 Contract Post-Award Conference

C.5.4.1 IDIQ Post-Award Conference

The Contractor shall attend a Post Award Conference with the IDIQ Contracting Officer and the IDIQ COR no later than five (5) business days after the date of award. The purpose of the Post Award Conference, which will be chaired by the Contracting Officer, is to discuss the contracting objectives of this contract. The Post Award Conference will be held virtually via Microsoft Teams.

C.5.4.2 Delivery Order Post-Award Conference

The ordering entity may elect to hold a Delivery Order Post-Award Conference to provide an introduction between the contractor personnel and Government personnel who will be involved with the Delivery Order. Delivery Order post-award conferences may be required and will be addressed in the Delivery Orders.

C.5.5. Kick-Off Meeting

C.5.5.1 IDIQ Kick-Off Meeting

The Contractor shall participate in a Kick-Off Meeting with the IDIQ COR not later than ten (10) business days after the date of award. The purpose of the Kick-Off Meeting, which will be chaired by the IDIQ COR, is to discuss technical objectives of this IDIQ. The Kick-Off Meeting will be held at the Government's facility, located at 6595 Springfield Center Dr. Springfield, VA 22150 or virtually via Microsoft Teams.

The Contractor shall submit slides listing its personnel, their title, contact information, and the objectives of the IDIQ. The meeting will provide the opportunity to discuss technical, management, and reporting procedures and other issues of interest including but not limited to:

- POCs.
- Contractor organization overview.
- Invoicing considerations.
- Delivery Order Request for Quote process and procedures (e.g., approvals, routing).
- Program reporting
- Other subjects of interest

C.5.5.2 Delivery Order Kick-Off Meeting

The ordering entity may elect to hold a Delivery Order Kick-Off Meeting with the DO COR not later than ten (10) business days after the date of award. The purpose of the Kick-Off Meeting, which will be chaired by the DO COR, is to discuss technical objectives of the Delivery Order. The Kick-Off Meeting will be held at the Government's facility, or virtually via Microsoft Teams. Delivery Order kick-off meetings may be required and will be addressed in the Delivery Orders.

C.5.6 Transactional Data Reporting Requirements

C.5.6.1 The Contractor is required to provide comprehensive transactional data reports for all orders placed under the BCD contract. These reports are critical for supporting federal government category management initiatives and ensuring transparency in procurement activities. The specific requirements are as follows:

C.5.6.1.1 Frequency and Format:

- The Contractor shall provide a single group mailbox for all non-solicitation inquiries.
- The Contractor shall provide the transactional data report on a quarterly basis, no later than 15 days after the end of each fiscal quarter.

- The report must be submitted in electronic format, either .xls or .csv utilizing the DHS provided template, with the following column headers ordered from left to right: Award Vehicle, Contract Number (IDVPIID), Order Number (Award PIID), Modification Number (if applicable), Vendor Name, UEI, Federal Department or Agency, Component or Office, Order Date/Date of Award, Delivery Date, Baseline Price Per Unit (Contract Ceiling Price), Baseline Price Per Unit (GSA or Commercial List Price), Award Price Per Unit, Quantity of Item Sold, Unit of Measure, Description of Deliverable, SKU/Part Number, and Manufacturer Name.

C.5.6.1.2 Data Elements:

- Award Vehicle (BCD): Identify the contract vehicle under which the order was placed.
- Contract Number (IDVPIID): Provide the contract number associated with the IDIQ vehicle.
- Order Number (Award PIID): Provide the unique order number for each transaction.
- Modification Number (if applicable): Include any modification numbers associated with the order.
- Vendor Name: Identify the name of the vendor fulfilling the order.
- UEI: Unique Entity ID
- Federal Department or Agency: Specify the federal department or agency placing the order.
- Component or Office: Specify the component or office within the agency that issued/placed the order.
- Order Date/Date of Award: Provide the date when the order was placed or awarded.
- Delivery Date: Provide the date when this item was delivered.
- Baseline Price Per Unit (Contract Ceiling Price): Include the contract ceiling price per unit.
- Baseline Price Per Unit (GSA or Commercial List Price): Include the GSA or commercial list price per unit.
- Delivery Order Price Per Unit: Provide the delivery order price per unit.
- Quantity of Item Sold: Include the quantity of each item sold.
- Unit of Measure: Specify the unit of measure for each item.
- Description of Deliverable: Provide a brief description of each deliverable.
- SKU/Part Number: Include the SKU or part number for each item.
- Manufacturer Name: Provide the name of the manufacturer for each item.

C.5.6.1.3 Submission Process:

- The Contractor shall submit the transactional data report to the Contracting Officer Christopher Carroll at Christopher.Carroll@hq.dhs.gov and Contract Specialist, Bridget.Boyle@hq.dhs.gov.
- The Contractor is responsible for ensuring the accuracy and completeness of the data provided in each report.
- Zero transactional data for the quarter shall be submitted as well.

C.5.6.1.4 Compliance and Penalties:

- Failure to submit the required transactional data reports on time or providing incomplete or inaccurate data may result in adverse contractual and administrative actions.
- The Contractor must address any discrepancies or omissions identified by the Government within 3 days of notification.

C.5.6.1.5 Review and Verification:

- The Government reserves the right to review and verify the transactional data reports for accuracy and completeness.
- The Contractor shall cooperate with any Government audits or reviews related to the transactional data reporting requirements.

C.5.7 General Report Requirements

The Contractor shall provide all written reports in electronic format with read/write capability using applications compatible with DHS standard applications (e.g. Windows 10/11, Microsoft Office Applications/Office 365; Adobe portable document format [PDF]).

C.6 APPLICABLE DOCUMENTS

C.6.1 Compliance Documents

The following documents, including any updates to these documents during the period of performance, provide specifications, standards, or guidelines that must be complied with in order to meet the requirements of this contract. Documents are grouped by the applicable biometric modality. Some documents apply to multiple modalities. Links to the compliance documents are provided in Attachment 2.

C.6.1.1 Fingerprint and Palmprint Compliance Documents

- Electronic Biometric Transmission Standard (EBTS)(11.X), Appendix F, FBI CJIS Image Quality Specifications, and Appendix P, Specifications for Transmitting Palm Prints and Supplemental Fingerprints, June 05, 2025.
- ANSI/NIST-ITL 2-2008, update 2015, requirements for Type-4 and Type-14 fingerprints, Type-13 and Type-15 for palmprints.
- DHS Policy Directive 4300A: Information Technology System Security Program Sensitive Systems, Version 13.3 February 13, 2023.
- International Electrotechnical Commission (IEC) 60529: Ingress Protection Ratings, August 29, 2013.
- Federal Information Processing Standard (FIPS) 140-2, Security Requirements for Cryptographic Modules, May 25, 2001.
- DoD Instruction 8500.01, Cybersecurity, September 27, 2018.
- NIST SP 800-39, Managing Information Security Risk: Organization, Mission, and Information System View, March 2011.

C.6.1.2 Facial Recognition Compliance Documents

- IXM 6.0.9 Biometric Standards Requirements for US-VISIT, Version 1.0, March 15, 2020.
- FBI EBTS 10.0.8, Electronic Biometric Transmission Specification (EBTS) Version 10.0.8, September 30, 2017.
- DoD EBTS 4.1 Department of Defense Electronic Biometric Transmission Specification Version 4.1, April 2019.
- ANSI/NIST-ITL 2-2008, update 2015, requirements for Type-10 Images.
- International Electrotechnical Commission (IEC) standard 60529.
- DHS 4300A (see above).
- FIPS140-2 (See above).
- DoDI 8500.01 Cybersecurity (See above).
- NIST SP 800-39, Managing Information Security Risk: Organization, Mission, and Information System View, March 2011.
- FBI EBTS Version 11.2 Final, September 20, 2023

C.6.1.3 IRIS Compliance Documents

- ANSI/NIST-ITL 1-2011 update 2015, Type 17, Data Format for the Interchange of Fingerprint, Facial, Scar Mark& Tattoo (SMT) Information, August 21, 2016.
- ISO/IEC 19794-6: 2011, Part 6 Iris Image Data, October 2011.
- NIST Iris Exchange (IREX-X), April 12, 2024.
- IXM 6.0.9 – (See above).
- FBI EBTS 10.X (Type 17) – (See above).
- DoD EBTS 4.1 (Type 17) – (See above).
- ANSI/IESNA RP27.1-96 (Photobiological Safety of Lamps and Lighting Systems).
- IEC 60825-1.2-2001.
- International Electrotechnical Commission (IEC) standard 60529.

C.6.2 Reference Documents

The following documents may be helpful to the Contractor in performing the work described in this document:

- Electronic Biometric Transmission Standard (EBTS) Version 11, Appendix F, FBI CJIS Image Quality Specifications, and Appendix P, Specifications for Transmitting Palm Prints and Supplemental Fingerprints, June 05, 2025
- ANSI/NIST-ITL 1-2011, update 2015, requirements for Type-4 and Type-14 fingerprints, Type-13 and Type-15 for palmprints.
- DHS 4300A (see above)
- IEC 60529 International Electrotechnical Commission (IEC), February 2001.
- NIST SP 800-39, Managing Information Security Risk: Organization, Mission, and Information System View, March 2011
- Federal Information Processing Standard (FIPS) 140-2, Security requirements for Cryptographic Modules, December 2, 2002
- DoD Instruction 8500.01, Cybersecurity, October 7, 2019

C. 6.3 Hardware and Software Acceptance Testing

The Government reserves the right to test any device offered under this IDIQ at any time during the IDIQ period of performance to verify compliance with all applicable requirements listed herein. Any device that fails such verification testing will be removed from the IDIQ. Individual delivery orders may require acceptance testing. If a delivery order requires acceptance testing, then the delivery order will provide instructions on test procedures, performance standards, place and period for testing, etc.

C.7 GOVERNMENT FURNISHED ITEMS

The government will furnish no working space, equipment, or supplies in support of this Contract.

C.8 TRAVEL

Contractor travel is not anticipated under this Statement of Work.

END SECTION C

SECTION D – PACKING, PACKAGING, AND MARKING

D.1 Packaging, Packing, and Marking

Products shall be packaged, packed, and marked in accordance with standard commercial practices. The Contractor is fully liable for all damage, deterioration, or losses incurred during shipment and handling, unless the damage, deterioration, or losses are due to the fault of the Government. The Contractor shall provide a packing slip which shall accompany each carton with information identifying the contract number, the order number, a description of the hardware/software enclosed (manufacturer name, model number, serial number), and the customer point of contact.

D.2 Environmental Considerations

The Contractor shall use (where possible) packing materials which have the least impact on the environment when manufactured or discarded, including, brown cardboard in lieu of cardboard which has been bleached white and/or dyed, and materials which both decompose and are recyclable in lieu of recycle-only products such as plastic or Styrofoam.

End Section D

70RDA126R00000001 – Biometric Capture Devices
SECTION E – INSPECTION AND ACCEPTANCE

E.1 Clauses Incorporated by Reference (FAR 52.252-2) (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 www.acquisition.gov/far.

RFO FAR Clause No.	Title and Date
52.212-4	Terms and Conditions—Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21, REV 2) (effective November 28, 2025)

Inspection and acceptance of all products under each delivery order will comply with applicable FAR clauses, depending upon the contract type of the order.

E.2 Hardware and Software Acceptance Testing

The Government reserves the right to test any device offered under this IDIQ at any time during the IDIQ period of performance to verify compliance with all applicable requirements listed herein. Any device that fails such verification testing will be removed from the IDIQ. Individual delivery orders may require acceptance testing. If a delivery order requires acceptance testing, then the delivery order will provide instructions on test procedures, performance standards, place and period for testing, etc.

END OF SECTION E

SECTION F - DELIVERY**F.1 Clauses Incorporated by Reference (RFO FAR 52.252-2) (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 www.acquisition.gov/far.

RFO FAR Clause No.	Title and Date
52.242-15 ⁵	Stop-Work Order (AUG 1989)
52.242-17	Government Delay of Work (APR 1984)
52.247-34 ⁶	F.O.B. Destination (NOV 1991)
52.247-35	F.O.B Destination within Consignee's Premises (APR 1984)

F.2 Delivery Requirements

All systems, equipment, software, and user-installable components ordered under this contract shall be shipped F.O.B. Destination within *Consignees Premises*, unless otherwise specified on individual delivery orders.

F.3 Delivery Schedules

Delivery schedules shall be established in accordance with the awarded delivery order. The Contractor may request that it be permitted to make delivery within a longer period of time for extremely large orders and orders with diverse delivery locations. The decision to permit or negotiate a longer period of time for delivery rests exclusively with the Government and shall be established at the delivery order level.

F.4 PERIOD OF PERFORMANCE

The period of performance for this contract is a one-year base period with four one-year option periods as follows:

Base Period	12 months from date of award
Option Period One	12 months from expiration of Base Period
Option Period Two	12 months from expiration of Option Period One
Option Period Three	12 months from expiration of Option Period Two
Option Period Four	12 months from expiration of Option Period Three

⁵ FAR Class Deviation 26-11, Rev. 1 for FAR Part 42 was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025. Any subsequent citations to FAR Part 42 in this document will be cited as "RFO FAR" for brevity, and are referring specifically to FAR Class Deviation 26-11, Rev. 1 for FAR Part 42.

⁶ FAR Class Deviation 26-05, for FAR Part 47 was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025. Any subsequent citations to FAR Part 47 in this document will be cited as "RFO FAR" for brevity, and are referring specifically to FAR Class Deviation 26-05, for FAR Part 47.

Delivery Orders may be placed prior to the expiration of the IDIQ for delivery no later than 12 months beyond the IDIQ date of expiration.

F.5 PLACE OF PERFORMANCE

The place of performance will be the Contractor's facilities unless otherwise specified in a delivery order.

F.6 HOURS OF OPERATION

Contractor employees shall generally perform all work between the hours of 8:00 a.m. and 5:00 p.m. ET, Monday through Friday (except Federal holidays). However, there may be occasions when contractor employees shall be required to work other than normal business hours, including weekends and holidays, to fulfill requirements under this SOW; this should prove the exception rather than the rule.

END SECTION F

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Authorized Users

All warranted Contracting Officers of the federal government are authorized ordering officers.

Further, DHS may place delivery orders under this Contract for the benefit of other Federal agencies as a servicing agency under an Interagency Agreement (IAA) (see RFO FAR Subparts 17.5 and 17.6) as well as for other agencies and institutions as permitted by law.

G.2 Contracting and Administration Authority

The following subsections describe the roles and responsibility of individuals who will be the primary points of contact for the Government on matters regarding contract administration as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments at any time. IDIQ contract-level inquiries should be made to

Christopher.Carroll@hq.dhs.gov and Bridget.Boyle@hq.dhs.gov.

G.2.1 BCD Contracting Officer/Contract Specialist (IDIQ Contract Level)

The DHS BCD Contracting Officer (CO) is the only person authorized to approve changes to, or modify any of the requirements under, the IDIQ contract. In the event the Contractor effects any such change at the direction of any person other than the BCD IDIQ contract CO, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The BCD IDIQ Contracting Officer and Contract Specialists are:

Name: Christopher Carroll
Title: Contracting Officer
Address: Department of Homeland Security
6595 Springfield Center Dr.
Springfield, VA 22150

Name: Bridget Boyle
Title: Contract Specialist
Address: Department of Homeland Security
6595 Springfield Center Dr.
Springfield, VA 22150

The Contractor shall submit requests for modification of this contract and other administrative requests to Christopher.Carroll@hq.dhs.gov and Bridget.Boyle@hq.dhs.gov.

Contractual problems of any nature should be handled as soon as possible and according to applicable public laws and regulations (e.g., Federal Acquisition Regulation). The problem resolution escalation sequence for this IDIQ is as follows: 1) the initial point of contact for problem resolution is the individual requesting or receiving the equipment, software, and/or services, 2) then the Contracting Officer that placed the delivery order, and 3) finally, the BCD IDIQ contract CO is authorized to formally resolve the problem.

Requests for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the BCD IDIQ contract CO. The BCD IDIQ contract CO is the only official authorized to terminate an IDIQ contract for convenience or cause, to issue notices of termination for convenience or cause, and to issue cure notices and show cause notices for the IDIQ contracts.

G.2.3 BCD Contracting Officers Representative (IDIQ Contract-level)

The BCD IDIQ Contracting Officer's Representative (COR) has responsibility for receipt and acceptance of the contract-level deliverables and reports and past performance reporting for the contracts. The BCD IDIQ COR supports the BCD IDIQ contract CO in the general management of the program. The BCD IDIQ contract COR is:

Name: TBD
Address: TBD
Department of Homeland Security
6595 Springfield Center Dr.
Springfield, VA 22150
Email: TBD@dhs.gov

G.2.4 Delivery Order Contracting Officer (DO CO)

The delivery order Contracting Officer (DO CO) resides within the ordering activity/component and will be identified on an individual delivery order. The DO CO is authorized to:

- (1) Issue delivery orders.
- (2) Complete any and all administrative contractual actions with the Contractor concerning those delivery orders issued by their office.
- (3) Terminate delivery orders, issued by their office, for convenience and cause and cancel delivery orders with no additional cost to the Government.

G.2.5 Delivery Order Contracting Officer's Representative (DO COR)

DO COs may designate DO CORs for individual delivery orders that will be responsible for the day-to-day coordination of the delivery order.

The DO COR will represent the DO CO in the administration of technical details within the scope of the delivery order. The DO COR is also responsible for the final inspection and acceptance of all delivery order deliverables and reports, and other such responsibilities as may be specified in the delivery order. The DO COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the DO CO or the Government. The DO COR does not have authority to alter the Contractor's obligations or to change the delivery order specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify delivery order obligations or the specification, changes will be issued in writing and signed by the DO CO.

G.2.6 Contractor Representatives

The Contractor shall identify a Program Manager who shall have the authority to make contract and technical decisions respectively regarding this contract. These individuals will act for the Contractor for

the duration of this contract or until the BCD IDIQ contract CO has been notified by the Contractor in writing of their replacement. Contact information for these individuals will be maintained outside of the base contract.

G.2.6.1 Program Manager

The Contractor shall appoint a Program Manager (PM) who will be the Contractor's authorized representative for technical and administrative performance of all products and services required hereunder. The PM shall provide the single point of contact through which all Contractor/Government communications, work, and technical direction shall flow. The Program Manager shall receive and execute, on behalf of the Contractor, such technical direction as the Contracting Officer and his/her designated representative may issue within the terms and conditions of the contract. All administrative support of the Contractor's technical personnel, and all interface and interaction with subcontractors, OEMs, and suppliers used by the Contractor in performance of this contract, shall be the responsibility of the Contractor.

G.3 Fair Opportunity

The BCD IDIQ has five separate contract award tracks. Ordering on BCD requires that each Contractor within one track be provided a fair opportunity to be considered for an individual delivery order award exceeding the micro-purchase threshold, unless one of the exceptions at RFO FAR 16.507-6(b) applies. Fair opportunity must be provided to all awardees within the track regardless of whether the device is on the government attested device list or the new device list. If there are two small businesses within the track that offer the device that meets the agency's specific requirements, the DO CO may, but is not required to, set it aside for small business. Determination of which track will be used and whether or not to set aside a requirement for small business is at the sole discretion of the DO CO.

Items peculiar to one manufacturer must be justified in accordance with RFO FAR 16.507-7.

Pursuant to RFO FAR 12.402(b) and 16.507-1, the DO CO may make an award, at or under the micro-purchase threshold, without seeking competitive quotations.

G.4 Device List

The BCD IDIQ shall include a government attested device list and new device list. Devices on the government attested device list and devices on the new device list are equally eligible to compete for orders. The objective of the lists is to demonstrate what devices have been successfully utilized by the government and what devices are new to the government. The Government attested devices may not require additional testing at the order level while new devices may require testing at the order level.

G.4.1 Government Attested Devices

The BCD IDIQ shall include a government attested device list for each of the five tracks. The government attested device list shall consist of all devices that have been tested, utilized or approved by a federal agency. As part of the solicitation, there will be a form that the offeror will send to federal agencies as part of Factor 2, Supporting Documentation. If the federal agency completes the form and confirms the device meets the specified requirements for the device and the agency has used the product as specified, it will be added to the list. If a device is on the government attested device list, delivery

orders can be placed immediately for these devices since additional testing may not be required at the delivery order level. However, a DO CO may require testing for the device at their own discretion.

G.4.2. New Device List

The BCD IDIQ shall also include a new device list in each of the five tracks. The new device list shall consist of all devices that were issued awards, but have not been previously tested, utilized or approved by a federal agency. The new device list shall include any Refreshed/Updated devices since they have not been tested. A DO CO may require any of these devices to be tested at the delivery order level. If the device fails testing, the device may be terminated and removed from the IDIQ catalog. If the device passes testing, the device may be moved from the new device list to the attested device list.

G.5 Ordering Procedures

The DO CO shall provide a fair opportunity to each Contractor to be considered for all delivery orders exceeding the micro-purchase threshold, except as provided in RFO FAR 16.507-6(b)).

The DO CO shall determine the track to be used for the fair opportunity competition and solicit only the Contractors within that selected track.

The DO CO may, but is not required to, solicit orders via a small business set aside and compete the order among small business awardees if determined appropriate.

The DO CO shall use e-mail delivery order solicitation to the vendors. The DO CO shall address in the solicitation as appropriate:

Proposed device or peripheral or software (Make and model)

Delivery terms

Any agency specific terms and conditions

The DO CO shall specify whether RFO FAR 52.227-14⁷, RFO FAR 52.227-17, or agency specific data right clauses are applicable to an order.

Each Contractor will evaluate the opportunity and determine whether or not to submit a solicitation response.

A solicitation response shall include a technical response and pricing for the proposed device or peripheral or software.

G.6 Delivery Orders

Delivery Orders issued under this contract will contain the following information:

⁷ FAR Class Deviation 25-38, Rev. 1 for FAR Part 27 was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025. Any subsequent citations to FAR Part 27 in this document will be cited as "RFO FAR" for brevity, and are referring specifically to FAR Class Deviation 25-38, Rev. 1 for FAR Part 27.

- Date of delivery order;
- Contract number and delivery order number;
- Description, quantity ordered, and contract price;
- Desired delivery date;
- Required delivery date;
- Place of delivery;
- Accounting and appropriation data;
- Any other pertinent information such as the name and address of the Contractor; and
- Specific billing address for each destination, especially on multiple destination orders.

G.7 Ordering Via Use of Government-Wide Purchase Cards

In addition to the use of delivery orders, the Contractor shall accept orders under this contract via the use of Government-wide purchase cards. No separate fee shall be charged for use of Government-wide purchase cards. The Contractor shall establish or utilize a tracking system for orders under this contract that are capable of making a distinction between delivery orders, and orders issued using a Government-wide purchase card. The system shall also be able to make a distinction between which agency used the Government-wide purchase card to issue the order.

G.8 Delivery Order Protests

All protests at the delivery order level will be handled by the Agency soliciting the delivery order. In accordance with RFO FAR 16.508(a), no protest under RFO FAR Part 33⁸ is authorized in connection with the issuance or proposed issuance of a delivery order under this contract, except for:

- (a) A protest on the grounds that the delivery order increases the scope, period, or maximum value of the contract, or
- (b) Protests of delivery orders in excess of \$10 million may only be filed with the Government Accountability Office (GAO), in accordance with the procedures at RFO FAR 33.105.

G.9 Invoicing and Payment

See RFO FAR 52.212-4(g). Invoices instructions will be specified at the delivery order level by the individual ordering activity.

Unless otherwise stated in the delivery order, the Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to include at a minimum, the following information:

- Name and address of the Contractor;
- Invoice date and number;
- Contract number, contract line item number (CLIN) and delivery order number;
- Description, quantity, unit of measure, unit price and extended price of the items delivered;

⁸ FAR Class Deviation 25-25 for FAR Part 33 was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025. Any subsequent citations to FAR Part 33 in this document will be cited as "RFO FAR" for brevity, and are referring specifically to FAR Class Deviation 25-25 for FAR Part 33.

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- Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- Terms of any discount for prompt payment offered;
- Name and address of official to whom payment is to be sent;
- Name, title, and phone number of the person to notify in event of defective invoice; and
- Electronic funds transfer (EFT) banking information.

All invoices shall be submitted to the “Designated Billing Office” and/or “Designated Payment Office” address specified in each Delivery Order. Invoices will be handled in accordance with the Prompt Payment Act and a payment will be made for items accepted by the Government that have been delivered to the delivery destination set forth in each delivery order.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

This section provides special contract requirements for this IDIQ contract. Additional clauses, provisions, and other terms and conditions regarding special contract requirements may be designated by the delivery order contracting officer at the delivery order level. Non-DHS agencies, such as the Department of War, Department of Justice, and Department of State may include supplemental or superseding special contract requirements at the delivery order level to comply with Agency specific requirements. Delivery orders shall specifically identify any such instances. To the extent a non-DHS Agency delivery order does not specify any supplemental or superseding special contract requirements, the requirements of this Section H shall apply to the order. With the exception of any non-DHS Agency requirements specified at the delivery order level, if there is a conflict between delivery order special contract requirements and IDIQ special contract requirements, the IDIQ special contract requirements shall take precedence.

H.1 COMPLIANCE WITH DHS SECURITY POLICY

All unclassified hardware, software, and services provided under this contract shall be compliant with *DHS Sensitive System Policy Directive 4300A*.

All classified collateral hardware, software, and services provided under this contract shall be compliant with *DHS National Security Systems Policy Directive*.

H.1.1 Sensitive But Unclassified Systems Requirements

The Contractor will have access to unclassified and Sensitive But Unclassified (SBU) Information under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination.

OCIO has determined that performance of this contract requires the Contractor access to SBU information. SBU is unclassified information for official use only. Contractor employees that do not have a security clearance and require access to SBU information will be given a suitability determination.

- Data Security - SBU systems shall be protected from unauthorized access, modification, and denial of service. The Contractor shall ensure that all aspects of data security requirements (i.e., confidentiality, integrity, and availability) are included in the functional requirements and system design and ensure that they meet the minimum requirements as set forth in the DHS IT and cybersecurity policies and procedures. These requirements include:
 - Integrity - The computer systems used for processing SBU data shall have data integrity controls to ensure that data is not modified (intentionally or unintentionally) or repudiated by either the sender or the receiver of the information. A risk analysis and vulnerability assessment shall be performed to determine what type of data integrity controls (e.g., cyclical redundancy checks, message authentication codes, security hash functions, and digital signatures, etc.) shall be used.
 - Confidentiality - Controls shall be included to ensure that SBU information collected, stored, and transmitted by the system is protected against compromise. A risk analysis and vulnerability assessment shall be performed to determine if threats to the SBU information or data exist. If it exists, data encryption shall be used to mitigate such threats.

- Availability - Controls shall be included to ensure that the system is continuously working and that all services are fully available within a timeframe commensurate with the availability needs of the user community and the criticality of the information processed.
- Data Labeling - The Contractor shall ensure that documents and media are labeled consistent with the DHS Sensitive Systems Policy for systems and services delivered and operated by the Contractor.

H.1.2 Encryption Compliance

If encryption is required, the following methods are acceptable for encrypting sensitive information:

1. FIPS 197 (Advanced Encryption Standard (AES)) 256 algorithm and cryptographic modules that have been validated under FIPS 140-2.
2. National Security Agency (NSA) Type 2 or Type 1 encryption.
3. Public Key Infrastructure (PKI) (Section 5 of DHS Sensitive Systems Policy Directive 4300A).
4. National Security Systems requiring encryption shall comply with the following standards:
 - a. Products using FIPS 197 AES algorithms with at least 256-bit encryption that have been validated under FIPS 140-2 (Note: The use of Triple Data Encryption Standard (3DES) and FIPS 140-1 is no longer permitted. If AES cannot currently be used, the Program Manager will obtain the necessary waiver or exception.)
 - b. NSA Type 2 or Type 1 encryption

H.1.3 Security Review

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, including the organizations of the DHS Office of the Chief Information Officer, the Office of the Inspector General, authorized COR, and other Government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract.

The Contractor shall contact the DHS Chief Information Security Officer to coordinate and participate in the review and inspection activity of Government oversight organizations external to DHS. Access shall be provided to the extent necessary for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and risks to the confidentiality, integrity, and availability of DHS data or the function of information systems operated on behalf of DHS, and to preserve evidence of a computer crime.

H.1.4 Interconnection Security Agreement

An Interconnection Security Agreement (ISA) between DHS and non-DHS information systems shall be established only through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements, memoranda of understanding, service level agreements or interconnect service agreements.

H.1.5 OCIO CISO CYBER-SUPPLY CHAIN RISK MANAGEMENT (C-SCRM)

a. Definitions

- i. **Component:** a unit defined by the supplier that connects to and functions as part of the product. For software products, a component is a unit of software defined by a supplier at the time the component is built, packaged, or delivered. For hardware, a component is one hardware unit designed to connect to and function as part of a larger product.
- ii. **End-of-Life (EOL):** means that an ICT product has reached the final stage of the product life cycle in which that version of the ICT product will no longer be supported nor manufactured (e.g., no patches will be developed, no security improvements will be made, and, sometimes, no troubleshooting technical assistance will be offered).
- iii. **End-of-Support (EOS):** means that an ICT product will no longer be supported (e.g., no patches will be developed, no security improvements will be made, and, sometimes, no troubleshooting technical assistance will be offered).
- iv. **Information and Communications Technology (ICT):** encompasses the capture, storage, retrieval, processing, display, representation, presentation, organization, management, security, transfer, and interchange of data and information; includes all categories of ubiquitous technology used for the gathering, storing, transmitting, retrieving, or processing of information (e.g., microelectronics, printed circuit boards, computing systems, software, signal processors, mobile telephony, satellite communications, and networks).
- v. **Product:** part of the equipment (hardware, software and materials) for which usability is to be specified or evaluated.

b. Original Equipment Manufacturer (OEM) End-use Information and Communications Technology (ICT) Product

- i. The contractor shall provide new equipment unless otherwise formally approved by the Government, in writing. The contractor shall provide only Original Manufacturer (OEM) end-use products to the Government. In the event that a shipped OEM product, or part or component of that product, fails, all replacements must be new (i.e., non-refurbished, not previously used) OEM.
- ii. The contractor may provide previously-used OEM products only with written Government approval. Such parts shall be procured from their original source and shipped only from the manufacturer's authorized shipment points.

c. Accounting of Components in ICT Products

- i. The contractor shall provide and maintain a list of components for each product used in performance of the contract, including through subcontracts or other arrangements. This list for each product shall provide the component manufacturer's name, address, state, and/or domain of registration, and, where applicable, the Unique Entity Identifier (UEI) number, for all components comprising the ICT products.
- ii. The contractor shall notify the Government when a new contractor/subcontractor/service provider is introduced to the ICT provided on this contract, or when suppliers of components or products are

changed. If a software component used in the performance of the contract is updated with a new build or release, the contractor must update the list provided in accordance with (i) above to reflect the new version of the software. This includes software builds to integrate an updated component or dependency.

iii. For software products, the contractor shall provide all OEM software updates, and patches to correct defects, for the life of the product [i.e., until the "End of Life" (EoL) or "End of Support" (EoS)]. Software updates and patches shall be made available to the government for all products procured under this Contract, and replaced when End of Support (EoS) is reached.

iv. A contractor using team members in performance of the contract (e.g., subcontractors or other service providers) shall ensure that the standards for the accounting of components in this subsection are met by team members.

d. Supply-Chain Transport

i. The contractor shall use formal, documented and accountable transit, storage, and delivery procedures (i.e., the possession of the end-use product to be delivered is documented at all times from initial shipping point to final destination, and every transfer of the product from one custodian to another is fully documented and accountable) for all information and communication technology (ICT) shipments to fulfill this contract.

ii. The contractor shall maintain all records pertaining to the transit, storage, and delivery of ICT deliverables under this contract through at least 6 months after acceptance, and make available for inspection upon request of the Government.

iii. The contractor shall make use of tamper-proof or tamper-evident packaging for all shipments.

iv. The contractor shall provide a packing slip for each container or package with the information identifying the contract or order number, a description of the hardware/software enclosed (Manufacturer name, model number, serial number), and the customer point of contact.

v. The contractor shall provide a shipping notification to the intended government recipient; with a copy transmitted to the Contracting Officer, or other designated representative. This shipping notification shall be provided electronically and identify the contract or order number, a description of the hardware/software being shipped (manufacturer name, model number, serial number), initial shipper, shipping date and identifying (tracking) number.

e. Changes to Ownership and Control

The Contractor shall immediately notify the Contracting Officer and Contracting Officer's Representative regarding any significant changes to corporate ownership or control from contract award through final delivery or the end of the period of performance. A significant change would be one in which a change occurs in the individuals or entities who, directly or indirectly, either (1) exercises substantial control over an entity, or (2) owns or controls at least 25 percent of the ownership interests of an entity.

H.2 DHS Enterprise Architecture Compliance

All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the contractor shall comply with the following HLS EA requirements:

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware and software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Architecture Division (EAD) for review, approval and insertion into the DHS Data Reference Model and Mobius.
- Development of data assets, information exchanges and data standards will comply with the DHS Data Management Policy MD 103-01 and all data-related artifacts will be developed and validated according to DHS data management architectural guidelines.
- Applicability of Internet Protocol Version 6 (IPv6) to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005) regardless of whether the acquisition is for modification, upgrade, or replacement. All EA-related component acquisitions shall be IPv6 compliant as defined in the U.S. Government Version 6 (USGv6) Profile (National Institute of Standards and Technology (NIST) Special Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program.

H.3 Artificial Intelligence / Machine Learning Requirements

Definitions: Artificial Intelligence (AI) includes the following: (1) Any artificial system that performs tasks under varying and unpredictable circumstances without significant human oversight, or that can learn from experience and improve performance when exposed to data sets. (2) An artificial system developed in computer software, physical hardware, or other context that solves tasks requiring human-like perception, cognition, planning, learning, communication, or physical action. (3) An artificial system designed to think or act like a human, including cognitive architectures and neural networks. (4) A set of techniques, including machine learning, that is designed to approximate a cognitive task. (5) An artificial system designed to act rationally, including an intelligent software agent or embodied robot that achieves goals using perception, planning, reasoning, learning, communicating, decision making, and acting.

Requirements: The 2019 National Defense Authorization Act (NDAA) and Executive Order (EO) 13960 require that AI used in the Federal Government foster public trust and confidence while protecting privacy, civil rights, civil liberties, and American values. All federal employees, contractors, and subcontractors, when designing, developing, acquiring, and/or using AI for or within DHS, will adhere to the following 9 principles.

1. Lawful and respectful of our Nation's values: Agencies shall design, develop, acquire, and use AI in a manner that exhibits due respect for our Nation's values and is consistent with the Constitution and all other applicable laws and policies, including those addressing privacy, civil rights, and civil liberties.
2. Purposeful and performance-driven: Agencies shall seek opportunities for designing, developing, acquiring, and using AI, where the benefits of doing so significantly outweigh the risks, and the risks can be assessed and managed.
3. Accurate, reliable, and effective: Agencies shall ensure that their application of AI is consistent with the use cases for which that AI was trained, and such use is accurate, reliable, and effective.

4. Safe, secure, and resilient: Agencies shall ensure the safety, security, and resiliency of their AI applications, including resilience when confronted with systematic vulnerabilities, adversarial manipulation, and other malicious exploitation.
5. Understandable: Agencies shall ensure that the operations and outcomes of their AI applications are sufficiently understandable by subject matter experts, users, and others, as appropriate.
6. Responsible and traceable: Agencies shall ensure that human roles and responsibilities are clearly defined, understood, and appropriately assigned for the design, development, acquisition, and use of AI. Agencies shall ensure that AI is used in a manner consistent with these Principles and the purposes for which each use of AI is intended. The design, development, acquisition, and use of AI, as well as relevant inputs and outputs of particular AI applications, should be well documented and traceable, as appropriate and to the extent practicable.
7. Regularly monitored: Agencies shall ensure that their AI applications are regularly tested against these Principles. Mechanisms should be maintained to supersede, disengage, or deactivate existing applications of AI that demonstrate performance or outcomes that are inconsistent with their intended use or this order.
8. Transparent: Agencies shall be transparent in disclosing relevant information regarding their use of AI to appropriate stakeholders, including the Congress and the public, to the extent practicable and in accordance with applicable laws and policies, including with respect to the protection of privacy and of sensitive law enforcement, national security, and other protected information.
9. Accountable: Agencies shall be accountable for implementing and enforcing appropriate safeguards for the proper use and functioning of their applications of AI, and shall monitor, audit, and document compliance with those safeguards. Agencies shall provide appropriate training to all agency personnel responsible for the design, development, acquisition, and use of AI.

H.4 Cloud and FedRAMP Requirements

- (a) Cloud computing. All use of cloud computing products or services that process unclassified information must comply with the FedRAMP Authorization Act, 44 U.S.C. Section 3607 et. seq. The following requirements apply when using cloud computing to provide information systems or services in the performance of the contract.
 - i. Cloud computing security requirements. The Contractor shall implement and maintain administrative, technical, and physical safeguards and controls with the security level and services required in accordance with FedRAMP Security Authorization Requirements unless notified by the Contracting Officer that this requirement has been waived by the Agency Chief Information Officer.
 - ii. Cloud computing continuous monitoring. The Contractor shall maintain an adequate continuous monitoring capability based on the FedRAMP Security Authorization Requirements including processes described in the NIST Special Publication (SP) 800-137, Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations and governed by the FedRAMP Continuous Monitoring Strategy Guide.

iii. Cloud computing services cyber incident reporting. The Contractor shall report all cybersecurity incidents that are related to the cloud computing service provided under this contract. Reports shall be submitted according to FedRAMP Security Authorization Requirements, published FedRAMP Incident Communications Procedures, and Federal Incident Notification Guidelines for submitting incident notifications to CISA using the CISA incident reporting form (<https://us-cert.cisa.gov/report>).

H.5 HSPD-12 Requirements

Procurements for products, systems, services, hardware, or software involving controlled facility or information system shall be PIV-enabled by accepting HSPD-12 PIV credentials as a method of identity verification and authentication.

Procurements for software products or software developments shall be compliant by PIV by accepting PIV credentials as the common means of authentication for access for federal employees and contractors.

PIV-enabled information systems must demonstrate that they can correctly work with PIV credentials by responding to the cryptographic challenge in the authentication protocol before granting access.

If a system is identified to be non-compliant with HSPD-12 for PIV credential enablement, a remediation plan for achieving HSPD-12 compliance shall be required for review, evaluation, and approval by the CISO.

The Homeland Security Presidential Directive 12 (HSPD-12) requires the use of the Personal Identity Verification (PIV) credentials as the common means of authentication for access to DHS facilities, networks, and information systems. Personal Identity Verification (PIV) credentials shall be used as the primary means of logical authentication for DHS sensitive systems. The Contractor must use his or her federal issued Personal Identity Verification (PIV) credentials to access DHS resources to include IT applications and physical facility.

The DHS Office of the Chief Security Officer shall be notified of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the Contracting Officer Representative (COR) all DHS issued Personal Identity Verification (PIV) credentials/identification cards and building passes that have either expired or have been collected from terminated employees. If a PIV credential/identification card or building pass is not available to be returned, a report shall be submitted to the COR, referencing the PIV credential, pass or card number, name of individual to who it was issued and the last known location and disposition of the PIV credential, pass or card. The Contractor or contractor personnel's failure to return all DHS issued identification cards and building passes upon expiration, upon the contractor personnel's removal from the contract, or upon demand by DHS may subject the contractor personnel and the Contractor to civil and criminal liability.

H.6 SECTION 508 COMPLIANCE

H.6.1 Section 508 Requirements

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) (codified at 29 U.S.C. § 794d) requires that when Federal agencies develop, procure, maintain, or use information and communications technology (ICT), it shall be accessible to

people with disabilities. Federal employees and members of the public with disabilities must be afforded access to and use of information and data comparable to that of Federal employees and members of the public without disabilities.

All products, platforms and services delivered as part of this work statement that, by definition, are deemed ICT shall conform to the revised regulatory implementation of Section 508 Standards, which are located at 36 C.F.R. § 1194.1 & Appendix A, C & D, and available at <https://www.gpo.gov/fdsys/pkg/CFR-2017-title36-vol3/pdf/CFR-2017-title36-vol3-part1194.pdf>.

In the revised regulation, ICT replaced the term electronic and information technology (EIT) used in the original 508 standards. ICT includes IT and other equipment. Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the Contracting Officer and a determination will be made according to DHS Directive 139-05, Office of Accessible Systems and Technology, dated November 12, 2018, and DHS Instruction 139-05-001, Managing the Accessible Systems and Technology Program, dated November 20, 2018, or any successor publication.

H.6.2 Section 508 Requirements for Technology Services

1. When developing or modifying ICT, the Contractor is required to validate ICT deliverables for conformance to the applicable Section 508 requirements. Validation shall occur on a frequency that ensures Section 508 requirements is evaluated within each iteration and release that contains user interface functionality.
2. When modifying, installing, configuring, or integrating commercially available or government-owned ICT, the Contractor shall not reduce the original ICT Item's level of Section 508 conformance.
3. When developing or modifying web based and electronic content components, except for electronic documents and non-fillable forms provided in a Microsoft Office or Adobe PDF format, the Contractor shall demonstrate conformance to the applicable Section 508 standards (including WCAG 2.0 Level A and AA Success Criteria) by conducting testing using the DHS Trusted Tester for Web Methodology Version 5.0 or successor versions, and shall ensure testing is conducted by individuals who are certified by DHS on version 5.0 or successor versions (e.g. "DHS Certified Trusted Testers"). The Contractor shall provide the Trusted Tester Certification IDs to DHS upon request. Information on the DHS Trusted Tester for Web Methodology Version 5.0, related test tools, test reporting, training, and tester certification requirements is published at <https://www.dhs.gov/trusted-tester>.
4. When developing or modifying electronic documents and forms provided in a Microsoft Office or Adobe PDF format, the Contractor shall demonstrate conformance to the applicable to the applicable Section 508 standards (including WCAG Level A and AA Level 2.0 Success Criteria) by conducting testing using the test methods published under "Accessibility Tests for Documents" at <https://www.dhs.gov/compliance-test-processes>.
5. When developing or modifying software functions of ICT, the Contractor shall demonstrate conformance to the applicable Section 508 standards (including the requirements in Chapter 5 and

WCAG 2.0 Level A and AA Success Criteria). When the requirements in Chapter 5 do not address one or more software functions, the Contractor shall demonstrate conformance to the Functional Performance Criteria specified in Chapter 3. The Contractor shall use a test process capable of validating conformance to all applicable Section 508 standards for software functionality delivered pursuant to this contract. The Contractor may utilize the DHS Trusted Tester Methodology for Web and Software Version 4.0 as a component of the overall test process used. This version of the test process provides partial test coverage of the Section 508 standards that apply to software. If the Contractor uses this test process, the Contractor shall address the test coverage gaps through additional test procedures. Information on the DHS Trusted Tester Methodology for Web and Software Version 4.0, including coverage against the applicable Section 508 standards for software as well as gaps that need to be addressed through other test methods, related test tools, and training is published at <https://www.dhs.gov/trusted-tester>.

H.6.3 Section 508 Deliverables

1. Section 508 Test Plans: When developing or modifying ICT pursuant to this contract, the Contractor shall provide a detailed Section 508 Conformance Test Plan. The Test Plan shall describe the scope of components that will be tested, an explanation of the test process that will be used, when testing will be conducted during the project development life cycle, who will conduct the testing, how test results will be reported, and any key assumptions.
2. Section 508 Test Results: When developing or modifying ICT pursuant to this contract, the Contractor shall provide test results in accordance with the Section 508 Requirements for Technology Services provided in this solicitation.
3. Section 508 Accessibility Conformance Reports: For each ICT item offered through this contract (including commercially available products, and solutions consisting of ICT that are developed or modified pursuant to this contract), the Offeror shall provide an Accessibility Conformance Report (ACR) to document conformance claims against the applicable Section 508 standards. The ACR shall be based on the Voluntary Product Accessibility Template Version 2.0 508 (or successor versions). The template can be found at <https://www.itic.org/policy/accessibility/vpat>. Each ACR shall be completed by following all of the instructions provided in the template, including an explanation of the validation method used as a basis for the conformance claims in the report.

H.7 Security Requirements

The Contractor shall comply with the administrative, physical, and technical security controls to ensure that the Government's security requirements are met. During the course of this contract, the Contractor may not use, disclose, or reproduce data that bears a restrictive legend, other than as required in the performance of this SOW.

The highest level of security that will be required under this contract is TS/SCI, and Special Access Program (SAP). Contractor employees shall safeguard this information against unauthorized disclosure or dissemination.

All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor must conform to all security policies contained in the Security Policies and Procedures documentation. All services provided under this contract must be compliant with the Information Security Policy, identified in MD 140-01, Information Technology Systems Security and *DHS Sensitive Systems Policy Directive 4300A*.

H.8 Termination

During the period of performance of the contract, the rights of ingress and egress to and from any office for Contractor's personnel shall be made available, as deemed necessary by the Government. All Contractor employees whose duties under this contract require their presence at any Government facility shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. Obtaining the corporate identification badge is the sole responsibility of the Contractor.

All prescribed information shall immediately be delivered to the appropriate Government Security Office(er) for cancellation or disposition upon the termination of employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations applicable to that site.

The Contractor shall return to the COR all DHS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COR, referencing the pass or card number, name of individual to whom it was issued and the last known location and disposition of the pass or card.

H.9 Information Technology Security Clearance

When sensitive Government information is processed on DHS telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed and adhere to the procedures governing such data as outlined in "DHS IT Security Program - Publication DHS MD 4300.Pub." Contractor personnel shall have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with DHS security policy are subject to having their access to DHS IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

H.10 DHS Geospatial Information System Compliance

All implementations that require access to the DHS Geospatial Information Infrastructure (GII), including geospatial data, information, and services shall comply with the applicable policies and requirements set forth in the GII, including (but not limited to) the following:

- All data built to the GII, whether adopted or developed, shall be submitted to the government for review and insertion into the DHS Data Reference Model.

H.11 On-Ramping and Off-Ramping of BCD Awardees

H.11.1 On-Ramping of BCD Awardees

The total number of Contractors within the BCD tracks may fluctuate due to any number of reasons including but, not limited to, competition levels on delivery orders; mergers & acquisitions; and the Government's exercise of the off-ramp process. It is in the Government's best interest that there are an adequate number of BCD awardees within each track to ensure adequate competition and to ensure DHS and other federal agencies meet their respective mission requirements. On-ramping will not be required for refreshed devices which will be added to the IDIQ through bilateral modification. Since refreshed devices are placed on the new device list, testing may be required to verify attestation. New devices will be required to go through the on-ramping process. See IDIQ Sections C.4.3, Task 3: Technology Refresh Devices, and G.4, Device List.

Contractors are hereby notified that inclusion of on-ramping procedures in this IDIQ does not obligate the Government to perform an on-ramping procedure during this IDIQ's period of performance. On-ramping may occur on a track-by-track basis or an IDIQ-wide basis. Furthermore, an on-ramping procedure may be performed for any single BCD track, multiple tracks, or IDIQ-wide at any time, at the full discretion of DHS.

The Government will review IDIQ performance and requirements on a regular basis (at least yearly) and determine the necessity of on-ramping. The Government may implement on-ramp procedures at any time by reopening the competition.

On-ramping will allow additional interested contractors an opportunity to submit a proposal response for BCD IDIQ contract award consideration. The Government will award IDIQs based on the terms and conditions represented within the reopened solicitation. The scope and ordering period of subsequent BCD IDIQ contract awards will not exceed the ordering period of contracts awarded through the initial BCD evaluation. The solicitation will be reopened via amendment and any further amendments will be posted on www.SAM.gov.

H.11.2 Off-Ramping of BCD Awardees

The BCD IDIQ contract CO reserves the unilateral right to off-ramp non-performing Contractors. Non-performing contractors are defined as those contractors that have no active delivery orders within a one year period in a single track at the time of the Off-Ramping. Contractors under more than one BCD track will only be off-ramped from the track where non-performance occurred.

If at any point during the period of performance a Contractor decides that it no longer wishes to participate in the contract, then the Contractor may submit a request to the BCD IDIQ contract CO requesting termination of their contract. If IDIQ CO accepts the contractor's request, the BCD IDIQ contract CO will "ramp off" the contractor referencing RFO FAR 52.216-22 ALT II. This action is independent of any other action permitted under the contract terms and conditions. If a "ramped off" Contractor is currently under contract to perform under any delivery order, the Contractor will be required to continue to perform under the terms of the specific delivery order through its completion.

Off-ramping methods may include:

- Permitting the Contractor's BCD IDIQ contract term to expire instead of exercising an Option;

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- Debarment, Suspension, or Ineligibility as defined in RFO FAR Subpart 9.4⁹;
- Termination as defined in RFO FAR 52.212-4;
- Contractors who fail to meet the standards of performance, deliverables, or compliances;
- Taking any other action which may be permitted under the awarded BCD IDIQ contract and/or awarded delivery order terms and conditions.

END SECTION H

⁹ FAR Class Deviation 25-27, Rev. 3 for FAR Part 9 was issued as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025. Any subsequent citations to FAR Part 9 in this document will be cited as “RFO FAR” for brevity, and are referring specifically to FAR Class Deviation 25-27, Rev. 3 for FAR Part 9.

SECTION I – CONTRACT TERMS & CONDITIONS

The following FAR and Homeland Security Acquisition Regulation (HSAR) clauses are incorporated by reference or full text into this solicitation, resulting BCD IDIQ awards, and, except as provided herein, all delivery orders. Additional clauses may be designated by the delivery order contracting officer at the delivery order level. Non-DHS agencies, such as the Department of War, Department of Justice, and Department of State may include supplemental or superseding clauses at the delivery order level to comply with Agency specific regulations and requirements. Delivery orders shall specifically identify any such clauses. To the extent a non-DHS Agency delivery order does not specify any supplemental or superseding clauses, the clauses of this Section I shall apply to the order. With the exception of any non-DHS Agency clauses specified at the delivery order level, if there is a conflict between delivery order clauses and IDIQ clauses, the IDIQ clauses shall take precedence.

DHS issued FAR Deviations for each FAR Part as part of the Revolutionary FAR Overhaul (RFO), which was implemented in response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025. This procurement is conducted under the RFO FAR as implemented in these deviations. The clauses below, as appropriate, cite to the corresponding RFO FAR or other FAR / Homeland Security Acquisition Regulation (HSAR) deviation.

I.1 Clauses Incorporated by Reference (RFO FAR 52.252-2) (FEB 1998)

RFO FAR Clause No.	Title and Date
52.212-4	Contract Terms and Conditions – Commercial Products and Commercial Services (DEVIATION 25-21, Rev. 2) (effective November 28, 2025).
52.203-6 with Alt I	Restrictions on Subcontractor Sales to the Government (JUN 2020) with Alt I (NOV 2021)
52.203-7	Anti-Kickback Procedures (JUN 2020)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-13	System for Award Management Maintenance. (AUG 2025) (DEVIATION 25-19) (effective November 28, 2025)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (NOV 2025) (DEVIATION 25-27) (effective November 28, 2025)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2025) (DEVIATION 25-27) (effective November 28, 2025)
52.219-8	Utilization of Small Business Concerns (OCT 2025) (DEVIATION 26-03) (effective November 28, 2025)

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52.219-13	Notice of Set-Aside of Orders (Mar 2020)
52.219-14	Limitations on Subcontracting (OCT 2025) (DEVIATION 26-03) (effective November 28, 2025)(RFO FAR 52.219-14(f)(1) is marked “By the end of the performance period of each order issued under this contract.
52.219-33	Nonmanufacturer Rule (OCT 2025) (DEVIATION 26-03) (effective November 28, 2025)
52.222-3	Convict Labor (JUN 2003)
52.222-19	Child Labor-Cooperation with Authorities and Remedies (APR 2026) (DEVIATION 26-10, Revision 1) (effective April 3, 2026)
52.222-35	Equal Opportunity for Veterans (OCT 2025) (DEVIATION 26-10) (effective November 3, 2025)
52.222-36	Equal Opportunity for Workers with Disabilities (OCT 2025) (DEVIATION 26-10) (effective November 3, 2025)
52.222-37	Employment Reports on Veterans (OCT 2025) (DEVIATION 26-10) (effective November 3, 2025)
52.222-50	Combating Trafficking in Persons (NOV 2021)
52.222-54	Employment Eligibility Verification (OCT 2025) (DEVIATION 26-10) (effective November 3, 2025)
52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2022)
52.222-90	Addressing DEI Discrimination by Federal Contractors (APR 2026) (DEVIATION 26-10, Revision 2) (effective April 27, 2026)
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (OCT 2025) (DEVIATION 26-12) (effective November 28, 2025)
52.223-23	Sustainable Products and Services (OCT 2025) (DEVIATION 26-12) (effective November 28, 2025)
52.226-7	Drug-Free Workplace (May 2024)
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.227-14*	Rights in Data – General (MAY 2014)*
52.227-17*	Rights in Data-Special Works (DEC 2007)*
52.229-12	Tax on Certain Foreign Procurements —Notice and Representation (FEB 2021)
52.232-33	Payment by Electronic Funds Transfer—System for Award Management
52.232-36	Payment by Third Party (OCT 2025) (DEVIATION 26-13) (effective November 28, 2025)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.233-1	Disputes (AUG 2025) (DEVIATION 25-25) (effective November 3, 2025)
52.233-3	Protest After Award (AUG 2025) (DEVIATION 25-25) (effective November 3, 2025)
52.233-4	Applicable Law for Breach of Contract Claim (AUG 2025) (DEVIATION 25-25) (effective November 3, 2025)
52.244-6	Subcontracts for Commercial Products and Commercial Services (APR 2026) (DEVIATION 26-10, Revision 2)

	(effective April 27, 2026)
52.240-91 with ALT I	Security Prohibitions and Exclusions Alternate I (AUG 2025) (DEVIATION 25-23) (effective November 3, 2025).

***Delivery Orders shall specify whether RFO FAR 52.227-14, RFO FAR 52.227-17, or agency data right clause(s) are applicable to an order.**

I.2 Clauses Incorporated in Full Text

RFO FAR 52.216-18 Ordering. (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of IDIQ award (_____) through the expiration of IDIQ Option Period 4 (____).

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

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

RFO FAR 52.216-19 Order Limitations. (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$250.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$50,000,000.00;
- (2) Any order for a combination of items in excess of \$100,000,000.00; or
- (3) A series of orders from the same ordering office within 10 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

RFO FAR 52.216-22 Indefinite Quantity. (DEVIATION 26-04) (effective November 28, 2025)

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

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

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

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract one year after the expiration of IDIQ option period 4 (____).

(End of clause)

Alternate II (DEVIATION 26-04) (effective November 28, 2025).

As prescribed in 16.505(e)(2), add paragraphs (e) and (f) substantially the same as the following to the basic clause:

(e) The Government may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the contractor receives the notice of cancellation. No further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order.

(f) The Contractor may request to cancel this contract by submitting a written cancellation request to the contracting officer. The cancellation will take effect 30 calendar days after the Government receives the cancellation request, unless the contracting officer informs the contractor, before cancellation is effective, that cancellation is not approved. A contractor who requests cancellation is not eligible for the minimum guarantee. If cancelled, no further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order.

RFO FAR 52.216-32 Task-Order and Delivery-Order Ombudsman. (SEPT 2019)

(a) In accordance with [41 U.S.C. 4106\(g\)](#), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. _____ *[Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]*

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

Alternate I (SEPT 2019). As prescribed in 16.505 (j), add the following paragraph (d) to the basic clause.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order: _____ *[The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.]*

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

RFO FAR 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 BCD IDIQ contract CO may exercise the option by written notice to the contractor within 30 business days of contract expiration.

(End of clause)

RFO FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the contractor within 15 business days of contract expiration; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 30 business days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

52.224-3 Privacy Training – Alternate I (DEVIATION 17-03 R2)(effective March 27, 2026)

(a)*Definition.* As used in this clause, personally identifiable information means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b)The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who—(1)Have access to a system of records;

(2)Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3)Design, develop, maintain, or operate a system of records (see also FAR subpart 24.3).

(c)The contracting agency will provide initial privacy training, and annual privacy training thereafter, to Contractor employees for the duration of this contract. Contractor employees shall satisfy this requirement by completing *Privacy at DHS: Protecting Personal Information* accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within 30 days of contract award and be completed on an annual basis thereafter not later than October 31st of each year.

(d)The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e)The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle

personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will—

- (1) Have access to a system of records;
- (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or
- (3) Design, develop, maintain, or operate a system of records.

(End of clause)

INFORMATION TECHNOLOGY SECURITY AWARENESS TRAINING (JULY 2023)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer’s Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules

of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually, and the COR will provide notification when a review is required.

(End of clause)

RFO HSAR 3052.242-71 DISEMINATION OF CONTRACT INFORMATION (DEC 2003)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the BCD IDIQ CO and/or delivery order CO. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the BCD IDIQ CO and/or delivery order CO.

(End of clause)

CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (JULY 2023) (HSAR DEVIATION 25-09) (effective November 28, 2025)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a)Provisions.

- ☐ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause
- ☐ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.
- ☐ 3052.247-70 F.o.B. Origin Information.
- ☐ Alternate I
- ☐ Alternate II
- ☐ 3052.247-71 F.o.B. Origin Only.
- ☒ 3052.247-72 F.o.B. Destination Only.

(b) Clauses.

- ☐ 3052.203-70 Instructions for Contractor Disclosure of Violations.
- ☒ 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- ☐ Alternate I
- ☐ 3052.209-72 Organizational Conflicts of Interest.
- ☐ 3052.209-73 Limitation on Future Contracting.
- ☐ 3052.215-70 Key Personnel or Facilities.

- ☐ 3052.216-71 Determination of Award Fee.
- ☐ 3052.216-72 Performance Evaluation Plan.
- ☐ 3052.216-73 Distribution of Award Fee.
- ☐ 3052.217-91 Performance. (USCG)
- ☐ 3052.217-92 Inspection and Manner of Doing Work. (USCG)
- ☐ 3052.217-93 Subcontracts. (USCG)
- ☐ 3052.217-94 Lay Days. (USCG)
- ☐ 3052.217-95 Liability and Insurance. (USCG)
- ☐ 3052.217-96 Title. (USCG)
- ☐ 3052.217-97 Discharge of Liens. (USCG)
- ☐ 3052.217-98 Delays. (USCG)
- ☐ 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
- ☐ 3052.217-100 Guarantee. (USCG)
- ☐ 3052.219-71 DHS Mentor Protégé Program.
- ☐ 3052.228-70 Insurance.
- ☐ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
- ☐ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
- ☐ 3052.228-92 Fair Market Value of Aircraft. (USCG)
- ☐ 3052.228-93 Risk and Indemnities. (USCG)
- ☐ 3052.236-70 Special Provisions for Work at Operating Airports.
- ☒ 3052.240-71 Contractor Employee Access.
- ☒ Alternate I
- ☒ Alternate II
- ☒ 3052.240-72 Safeguarding of Controlled Unclassified Information.
- ☒ Alternate I
- ☒ 3052.240-73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents.
- ☒ 3052.242-72 Contracting Officer's Representative.

____ 3052.249-90 Contract Termination. (USCG)

(End of clause)

SECTION J – ATTACHMENTS

Attachment 1 – Pricing Schedule (Excel)

Attachment 2 – Compliance Requirements

Attachment 3 – Minimum Essential Requirements and Specific Requirements

3A – Fingerprint MERs and Specific (Excel)

3B – Face MERs and Specific (Excel)

3C – Iris MERs and Specific (Excel)

3D – PalmPrint MERs and Specific (Excel)

3E – Multi-Modal MERS and Specific (Excel)

Attachment 4 – Acronyms

Attachment 5 – Transactional Data Report Template (Excel)

Attachment 6– Biometric Capture Device Questionnaire

END OF SECTION J

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

(Section K will be removed from the resulting IDIQ contract awards)

The following RFO FAR provisions are incorporated by reference into this solicitation:

RFO FAR Clause No.	Title and Date
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation (NOV 2025) (DEVIATION 25-27) (effective November 28, 2025)
52.204-7	System for Award Management (AUG 2025) (DEVIATION 25-19) (effective November 28, 2025)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024)
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (AUG 2024)
52.209-12	Certification Regarding Tax Matters (OCT 2025)
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services. (Aug 2025) (DEVIATION 25-21) (effective November 28, 2025)
52.217-5	Evaluation of Options (SEP 2025) (DEVIATION 25-36) (effective November 28, 2025)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 2021)
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan (OCT 2020)
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)
52.233-2	Service of Protest. (AUG 2025) (DEVIATION 25-25) (effective November 3, 2025)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(Section L will be removed from the resulting IDIQ contract awards)

L.1 Communications, Questions, and Amendments

Offerors requesting information regarding this solicitation shall only contact the BCD IDIQ Contracting Team at the e-mail addresses listed below. The BCD IDIQ contract Contracting Officer (CO) and Contract Specialist (CS) are the only individuals authorized to contact Offerors and the only individuals authorized to release information regarding the subject procurement. Contacting other DHS personnel regarding this solicitation in an attempt to gain procurement-sensitive information may result in disqualification from the evaluation process.

All questions associated with the subject solicitation shall be sent in writing to the email addresses listed below no later than **10:00AM Eastern Time on September 14, 2026**. The Government reserves the right not to provide a response for any Offeror question/clarification received after the date and time stated above.

Contracting Officer: Christopher.Carroll@hq.dhs.gov

Contract Specialist: Bridget.Boyle@hq.dhs.gov

The subject line of the e-mail shall contain the following: “Solicitation 70RDA126R00000001 - Questions.” Offerors shall cite the section, paragraph number, and page number of the applicable part of the RFQ the question pertains to. Questions shall be submitted in a Microsoft Excel file following the format represented in the table immediately below.

Question #	Reference	Question Category	Question
#	Solicitation Section or Attachment Section	Contractual or Technical	Question

If amendments to the solicitation are issued, all Offerors shall acknowledge the amendments by signing the accompanying Standard Form (SF) 30 and returning the signed SF30 for all amendments issued with their proposal submission. Failure to acknowledge all amendments issued by the Government may result in the Government finding the proposal submitted in response to this solicitation noncompliant.

L.2 General Proposal Instructions

Offerors shall examine and follow all instructions. Failure to do so will be at the Offeror's own risk. Proposals shall be prepared in accordance with this section. To aid in the evaluation, proposals shall be clearly and concisely written as well as assembled in accordance with the instructions provided. All material submitted should be directly pertinent to the requirements of this solicitation. Extraneous narratives, elaborate brochures, uninformative "PR" material and so forth, shall not be submitted. All pages of each part shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number to the extent practicable.

The proposal should not simply rephrase or restate the Government’s requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet the stated requirements. Including statements such as “will comply”, “noted and understood,” and “in accordance with best industry practices/standards,” etc. without providing supporting narratives are not sufficient and may result in the Government finding the proposal noncompliant.

It is the Offeror’s responsibility to provide current, complete and accurate information in their proposal. If in reviewing the proposal the Government identifies or otherwise learns that the proposal information is not accurate or misrepresents the Offeror’s status or capabilities, that information may result in the Offeror not being eligible for award.

Offerors, particularly offerors submitting multiple proposals, shall read these instructions carefully to ensure conformance.

Proposals shall be valid for 120 days.

L.2.1 Multiple Proposals

Interested offerors may submit proposals for one or more of the five BCD award tracks. Each award track requires a separate proposal. Accordingly, an offeror that wishes to compete under multiple tracks shall submit a separate proposal for each track.

Within a single track, an offeror may propose more than one device that satisfies the requirements of that track. In that case, the offeror shall include all proposed devices for that track within the single proposal submitted for that track.

Offerors shall clearly identify the applicable award track in the proposal cover letter. Alternate proposals with differing pricing models or technologies from those required in this solicitation will not be accepted or evaluated.

L.3 Proposal Submission Requirements

For each track an Offeror submits a proposal, the proposal for the track shall be organized in the following Volumes and Parts:

Table A: Volume I – Technical

Volume / Quotation Tab	Tab Title
Tab A	• Cover Page / Letter (limit 2 pages) • Technical Assumptions (limit 2 pages per device)
Tab B	• Factor 1: Availability of Devices --Attachments 3A-3E as appropriate (one per device) • Factor 2: Supporting Documentation --Technical specifications (limit 10 pages per device) --Factor 2: Reference List (Limit 1 page per device) --Factor 2: Attachment 6, Biometric Capture Device Questionnaire(s) (BCDQ) • Factor 3: Technical Approach (limit 10 pages per device)

Table B: Volume II – Business and Pricing

Volume / Quotation Tab	Tab Title
Tab A	• Cover Page / Letter (limit of 2 pages) • SF-1449 “Request for Proposal” • SF-30 “Amendments(s)” (if any) • Representations and certifications (may be completed at www.sam.gov) • Pricing Assumptions
Tab B	• Attachment 1 – IDIQ Pricing Worksheet

All documents except the excel worksheets (Attachment 1 and Attachments 3A – 3E as applicable) are to be submitted as PDFs unless otherwise indicated below. The maximum file size DHS can accept is 5MB. Attachments may be submitted as .zip files.

Additional proposal cover pages and/or tables of contents documentation submitted outside of the items explicitly stated within the above table are not required and will not be considered.

L.3.1 Compliance Review

The Government will conduct a compliance review. Proposals that are found to be noncompliant may be removed from further evaluation or consideration for award. Proposals received after proposal due date and time will be considered late and may not be evaluated. Any proposals where all portions of the proposal are not received by the time stated will be considered late and may not be evaluated.

Failure to follow these instructions may make the proposal noncompliant with this solicitation.

L.3.2 Proposal Format Instructions

All proposals shall be submitted in accordance with these instructions. Documentation submitted in any other format will not be considered by the Government.

With the exception of the excel worksheets (Attachment 1 and Attachments 3A – 3E as applicable), Offerors shall ensure that the proposal attachments print on standard 8 ½” by 11” paper with 1-inch margins. Offerors shall use Times New Roman 12-point font or larger text, Arial 10-point font or larger for the tables and text in headers/footers, and Arial 8-point font or larger for graphics.

Offerors shall not exceed the specified page limitations. Pages in excess of the page count will not be considered. Further, hyperlinks and/or embedded documents or videos included within any portion of the proposal will not be considered.

L.4. Proposal Submission

L.4.1 Proposal Due Date and Submission

Proposals shall be submitted via e-mail to the Contracting Officer and Contract Specialist on or before **September 18, 2026 at 10:00 AM Eastern Time**.

It is the responsibility of the Offeror to confirm the Government's receipt of the submitted proposal. This solicitation does not commit the Government to pay any cost for the preparation and submission of a proposal in response to this solicitation. The BCD IDIQ contract CO is the only individual who can legally obligate the Government to the expenditure of public funds in connection with the award of this IDIQ contract.

L.4.2 Proposal Contents

L.4.2.1 Volume I - Technical

L.4.2.1.1 Signed Cover Letter (limited to 2 pages)

The offeror shall provide a signed cover letter which shall only include the required information listed below:

- Name of Offeror
- Address
- City, State, Zip code
- Universal Entity Identifier (UEI) Number
- Points of Contact (Primary & Alternate) for both Technical and Pricing Proposal
- Telephone Number
- e-mail Address
- Solicitation/Proposal number
- Track the proposal is being submitted for
- Number of devices being submitted
- Name of devices being submitted
- Date of Proposal
- Prompt Payment Terms
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and confirming the proposal validity of 120 days.
- Names and contact information of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation.
- Name, title, and signature of person authorized to sign the proposal.

L.4.2.1.2 Technical Proposal Assumptions (limited to 2 pages per device)

The offeror shall indicate if any technical related assumptions have been made, conditions have been stipulated or exceptions have been taken with the solicitation as written. If technical assumptions, conditions, or exceptions are not noted in this Volume and this section of the proposal, it will be assumed that the Offerors proposal reflects no technical assumptions, conditions, or exceptions for award and that the Offeror agrees to comply with all of the terms and conditions set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the Offeror's submission. Accordingly, any technical related assumptions, conditions, or exceptions listed in any other Volume or section will not be considered. The Offeror is advised that any assumption, condition, or exception taken to the terms and conditions of the solicitation may adversely impact its evaluation rating. Any assumptions, conditions, or exceptions that are considered

unacceptable by the Government and cannot be resolved may result in the Offeror being removed from consideration.

L.4.2.1.3 Technical Evaluation Factors

L.4.2.1.3.1 Attachment 3A – 3E Completion, Minimum Essential Requirements (MER) and Specific Requirements

Factor 1 – Availability of Devices and Factor 2 – Supporting Documentation have specific instructions for each device track and require completion of a single Attachment 3A – 3E as appropriate for each offered device. Offerors shall ensure they follow these instructions for the specified device which they are proposing. Offerors shall complete a separate Attachment 3A – 3E, as appropriate, for each offered device. Attachments 3A – 3E contain a Minimum Essential Requirements (MER) tab and Specific Requirement tab for each device track. The MER tab must be completed and will be evaluated under Factor 1; the specific requirement tab must be completed and will be considered under Factor 2. Offerors must complete both tabs in their entirety for each offered device. For each device, Offerors should only submit a single Attachment 3A – 3E, as appropriate, which contains completed MER and Specific Requirement tabs.

If an Offeror proposes more than one device beneath a single track, the Offeror shall submit a separate Attachments 3A – 3E, as appropriate. For example, if an Offeror proposes two devices beneath the fingerprint track, the Offeror shall complete and submit separate Attachment 3As for each device.

Proposals that include more than one device in a single checklist (e.g., two devices within a single Attachment 3A) will be considered noncompliant and will not be evaluated.

For the **fingerprint track**, the Offeror shall complete and submit a separate Attachment 3A for each device.

For the **face track**, the Offeror shall complete and submit a separate Attachment 3B for each device.

For the **iris track**, the Offeror shall complete and submit a separate Attachment 3C for each device.

For the **palmpoint track**, the Offeror shall complete and submit a separate Attachment 3D for each device.

For the **multi-modal track**, the Offeror shall complete and submit a separate Attachment 3E for each device. Within Attachment 3E, the Offeror shall complete the excel tabs that make up the multi-modal device. For example, if the multi-modal device is for fingerprinting and iris, then the Offeror shall complete the MER and specific tabs relating to fingerprinting and Iris. A multi-modal device is defined as meeting the minimum essential requirements for at least 2 modes.

L.4.2.1.3.2 Factor 1- Availability of Devices (Pass/Fail)

Consistent with L.4.2.1.3.1, the Offeror shall complete and submit the checklist(s) for Minimum Essential Requirements (MERs) for the specified device type: fingerprint, face, iris, palm or multi-modal (a combination of two or more device types) as provided in Attachments 3A, 3B, 3C 3D and 3E to the solicitation. The checklist(s) is limited to the information provided. The Offeror shall not make any

changes or adjustments to the template(s) provided. The Offeror shall provide a separate checklist for each biometric capture device that the Offeror is including in their proposal.

Factor 1 will be rated on a pass/fail basis. The proposed biometric capture device must meet all of the minimum essential requirements to pass this factor and be further considered for award. The Offeror shall self-certify through the submission of the corresponding Attachment 3 checklist that the device meets the minimum essential requirements. The Government will not review any other document to confirm the selections of the completed checklist.

Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

L.4.2.1.3.3 Factor 2- Supporting Documentation (Not Rated)

Factor 2 is not rated. The Offeror shall submit the following supporting documentation which will not be evaluated or factor into the award decision. Rather, the Government requires the submission of this information to facilitate IDIQ contract administration. Failure to submit the required information may be considered an instance of non-compliance that renders the proposal ineligible for award.

1. The Offeror shall submit the technical specifications for each device proposed under Factor 1 with a page limit of 10 pages per device. The Offeror shall also identify the current version of software and/or provide peripherals (battery packs, cables, holsters, etc.) required/recommended for product functionality for each device.
2. Consistent with L.4.2.1.3.1, the Offeror shall complete and submit the checklist(s) for Specific Requirements for the specified device type: fingerprint, face, iris, palm or multi-modal (a combination of two or more device types) as provided in Attachments 3A, 3B, 3C 3D and 3E to the solicitation. The checklist(s) is limited to the information provided. The Offeror shall not make any changes or adjustments to the template(s) provided. The Offeror shall provide a separate checklist for each biometric capture device that the Offeror is including in their proposal.
3. For each proposed biometric device that was or currently is in use by any entity of the federal government, the offeror shall provide a single page reference statement. The reference statement shall include the name(s) of the federal agency/agencies, contract numbers, periods of performance, list of biometric devices on reference contracts, point of contact names, e-mail addresses and phone numbers. The references provided in this statement shall correspond to those provided in Attachment 6, Biometric Capture Device Questionnaire (BCDQ). If a proposed biometric capture device has not been used by any entity of the federal government, Offerors shall expressly state that the device has not been used any entity of the federal government in lieu of providing a reference statement.
4. For each proposed biometric capture device that was or currently is in use by any entity of the federal government, the Offeror shall provide Attachment 6, Biometric Capture Device Questionnaire (BCDQ) for each proposed biometric capture device. The offeror listed on the BCDQ shall be the name of the offeror who submitted the proposal, not the name of the federal entity submitting the reference. The Questionnaires should be sent to the individual in the federal government most knowledgeable about the Offeror's device capability on the identified order or program (e.g. the Contracting Officer's Representative, federal Program/Project Manager, or the

Contracting Officer). Offeror references shall submit a complete and accurate Attachment 6, Biometric Capture Device Questionnaire (BCDQ) to Contracting Officer Christopher Carroll at Christopher.Carroll@hq.dhs.gov and Contract Specialist, Bridget.Boyle@hq.dhs.gov by the proposal submission due date.

It is the responsibility of the Offeror to ensure that BCDQs are provided to their references and that all completed BCDQs are returned to the Contracting team at the addresses above no later than the closing date of the solicitation.

If a proposed biometric capture device has not been used by any entity of the federal government, Offerors shall expressly state that the device has not been used any entity of the federal government in lieu of submission of a BCDQ.

The reference statement and BCDQ will be used by the Government to determine whether each proposed biometric capture device should be placed on the government attested or new device list. See RFP Section G.4. The reference statement and BCDQ, or alternatively a statement that the device has not been used by any entity of the federal government, will not be evaluated or factor into the award decision.

L.4.2.1.3.4 Technical Approach (10 pages per device)

The Offeror shall demonstrate their knowledge, approach, and capabilities of meeting the requirements in the Statement of Work (SOW). The proposal shall include a:

- Discussion of background, objectives, and requirements;
- The Offeror's knowledge, approach, and capabilities of meeting the requirements in the Statement of Work (SOW);
- Discussion of the Offeror's delivery process and procedures and how it ensures on time delivery for the devices

L.4.2.2 Volume II – Business and Pricing

L.4.2.2.1 Signed Cover Letter (limited to 2 pages)

The offeror shall provide a signed cover letter for Volume II which shall only include the information as stated in Section L.4.2.1.1. A cover letter is required for both Volumes I and II.

L.4.2.2.2 Price Proposal Assumptions (limited to 2 pages)

The offeror shall indicate if any pricing related assumptions have been made, conditions have been stipulated or exceptions have been taken with the solicitation as written. If price assumptions, conditions, or exceptions are not noted in this Volume and this section of the proposal, it will be assumed that the Offerors price proposal reflects no assumptions, conditions, or exceptions for award and that the Offeror agrees to comply with all of the terms and conditions set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the Offeror's submission. Accordingly, any price related assumptions, conditions, or exceptions listed in any other volume or section will not be considered.

Any assumptions, conditions, exceptions taken to the terms and conditions of the solicitation shall be stated in this section. The Offeror is advised that any assumption, condition, or exception taken to the terms and conditions of the solicitation may adversely impact its evaluation rating. Any assumptions,

conditions, or exceptions that are considered unacceptable by the Government and cannot be resolved may result in the Offeror being adversely evaluated or removed from consideration for award.

L.4.2.2.3 Pricing Sheet (Attachment 1)

Price/cost will not be a rated factor; it is a criterion in the overall evaluation of the offeror's proposal. Proposed prices will be evaluated for fairness and reasonableness. Offerors must submit Attachment 1, Pricing Sheet and complete the tab(s) – Fingerprint; Face; Iris, Palmprint, or Multi-Modal – based on the track within which the Offeror is submitting a proposal. Offerors are instructed to input entries in the columns B through R. In column B, the Offeror lists the biometric capture device or the part. In Column C, the Offeror inputs the item number, In Columns D through R, the Offeror inputs the Commercial Base Prices, Offeror Discount (%) (Fixed), and the Discounted Unit Price across the various price breakpoints. The various price breakpoints are 1, 2-100, 101-500, 500-1,000 and 1,000+. Offerors are to add a row for every biometric capture device and every peripheral equipment being proposed for that specific track. Offerors are strongly encouraged to provide rates discounted from their commercial pricing. Offerors shall provide rates for the base and each optional ordering period.

Offerors shall not delete any rows or columns in the worksheet and shall not change any information, except that they may adjust the width and height of any cell, add a narrative tab (if desired), and add rows for devices/peripheral equipment.

END OF SECTION L

SECTION M – EVALUATION FACTORS FOR AWARD**M.1 Basis for Award –**

Proposals shall be submitted in accordance with the instructions outlined in Section L. Proposals that fail to comply with proposal submission requirements may be removed from further evaluation or consideration for award.

The Government anticipates awarding a minimum of three (3) IDIQ contracts beneath each track (Fingerprint, Face, Iris, Palm, Multi-Modal) to those responsible Offerors whose proposals are most advantageous and represent the best value to the Government utilizing the Highest Technically Rated Offerors with a Fair and Reasonable Price (HTRO-FRP) award basis. There is no maximum number of IDIQ awards per track. These numbers are estimates, and DHS may increase or decrease the number of awards in its sole discretion.

Using the HTRO-FRP award basis, the Government will evaluate the non-price factors to first determine the highest technically rated proposals beneath each track. The Government will then evaluate price for those Offerors determined to be among the highest technically rated proposals within each track to determine whether their proposed prices are fair and reasonable. The Government will select for award within each track the highest technically rated offerors with fair and reasonable pricing. If an offeror submits a proposal with multiple devices under a single track, each device will be separately evaluated and considered for award using a HTRO-FRP award basis. To be clear, the Government will not consider tradeoffs between price and non-price factors under the HTRO-FRP award basis.

The Evaluation Factors are as follows:

Evaluation Factors
Factor 1 – Availability of Devices
Factor 2 - Supporting Documentation (Not Rated)
Factor 3 – Technical Approach
Factor 4 – Price (Not Rated)

Factor 1 – Availability of Devices will be evaluated on a pass/fail basis. Because of the pass/fail evaluation basis of Factor 1, Factor 1 will be considered of equal weight for all offerors receiving a “pass” evaluation rating in making an award decision. Factor 2 – Supporting Documentation is not a rated factor and will not be evaluated or factor into the award decision. Rather, as noted in Section L, the Government requires the submission of the information in Factor 2 to facilitate IDIQ contract administration. Factor 3 – Technical Approach is a rated evaluation factor that will be used to determine the highest technical rated proposals. As there will be no tradeoff between any of the Technical Factors and Price, there is no relative weighting between the non-Price Factors and the Price Factor. To receive consideration for award, Offerors must receive a “Pass” rating under Factor 1 – Availability of Devices, a rating of "Some Confidence" or “High Confidence” under Factor 3 – Technical Approach, and must have pricing that is determined Fair and Reasonable.

The Government will conduct a tiered evaluation of the technical factors.

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- The Government will first evaluate Factor 1 – Availability of Devices. Factor 1 will be evaluated on a pass / fail basis. Offerors who receive a Pass rating for a device for Factor 1 will continue in the evaluation process to Factor 3 – Technical Approach. Offerors who receive a Fail rating for a device for Factor 1 will not be evaluated in the remaining factors and will be removed from further consideration for award. If an offeror submits multiple devices under a single track, each device will be separately evaluated using this framework. For example, if an Offeror submits a proposal for two devices beneath the Iris track, and one device receives a Pass for Factor 1 and one device receives a Fail for Factor 1, the Government will only further evaluate and consider for award the device that received a Pass for Factor 1.
- For devices that received a Pass rating under Factor 1, the Government will next evaluate Factor 3 – Technical Approach. Factor 3 will be evaluated using confidence ratings. Offerors who receive a “Low Confidence” rating for a device for Factor 3 will not be evaluated under Factor 4 – Price for that device and will be removed from further consideration for award for that device. If an offeror submits multiple devices under a single track, each device will be separately evaluated using this framework. For example, if an Offeror submits a proposal for two devices beneath the Iris track that received pass ratings for Factor 1, and one device receives a “Low Confidence” rating and the other a “High Confidence” rating beneath Factor 3, then the Government will only further evaluate and consider for award the device that received a “High Confidence” rating for Factor 3.
- Within each track, the Government will determine the highest technical rated proposals and conduct a price fairness and reasonableness analysis. In determining the highest technically rated proposals, the Government will consider qualitative aspects of each proposal under Factor 3 and not just the assigned “Some” or “High” Confidence ratings. The highest technically rated proposals with fair and reasonable pricing will be selected for award. If an offeror submits a proposal with multiple devices under a single track, each device will be separately evaluated and considered for award using a HTRO-FRP award basis.

The Government intends to evaluate proposals and award a contract without negotiations with offerors (except clarifications as described in RFO FAR 15.202(a)(2)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct negotiations if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly evaluated proposals. The Contracting may determine negotiations are necessary in one, some, or all tracks, each of which will have a separate competitive range.

M.1.1 Evaluation

All proposals shall be subject to evaluation by a team of Government personnel. The proposal will be evaluated strictly in accordance with its written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient.

Factor 1 – Availability of Devices (Pass/Fail)

Factor 1 will be evaluated on a pass/fail basis. Through its evaluation of Factor 1, the Government will evaluate whether the proposed device meets all of the listed Minimum Essential Requirements (MERs) provided in Attachments 3a – 3e for the specified device type: fingerprint, face, iris, palmprint, or multi-modal (a combination of two or more device types). To receive a pass rating, the device must meet all of the MER (i.e., all “YES” responses in Column D of the MER tab). If a device fails to meet even a single MER (i.e., a single “NO” response in Column D of the MER tab), it will receive a fail rating. No other documentation will be reviewed as part of this factor beyond the Offeror’s submitted Attachment 3a -3e MER tab for each device.

Factor 2 Supporting Documentation (Not Rated)

The Contractor shall submit supporting documentation for each biometric capture device. The Government may review the supporting documentation, but it will not be evaluated or factor into the award decision. Rather, the Government requires the submission of this information to facilitate IDIQ contract administration.

1. Technical Specifications
 - a. The technical specifications for each device will not be reviewed or used in the evaluation or award process. The technical specifications for each device will be kept by government for interoperability determinations and testing at the delivery order level.
2. Specific Requirement Checklist
 - a. The Specific Requirements checklist will not be evaluated. The Government will review the checklist for completion.
3. Reference Statement and Biometric Capture Device Questionnaire (BCDQ)
 - a. The Government will review the reference statement and BCDQ to determine the placement of the device on the Government Attested list or the New Device List. See RFP Section G.4. The results of this review will result in two tables, Government Attested Devices or New Devices. If the Government receives a completed BCDQ and the device is rated an average of 3 or higher, the Government will include the device on the Government Attested Devices list. If the Government receives a BCDQ and the device has a rated average of less than 3, then the device will be placed on the New Devices list. If a device has not previously been used by a federal entity or if the Government does not receive a BCDQ, then the device will be placed on the New Devices list. As noted in the RFP, all awarded devices will be eligible to compete for delivery order awards regardless of whether they are Attested or New Devices. Placement on these lists will help the Government assess whether testing may be appropriate at the delivery order level. Further, regardless of which list a device may be on, the device may be subject to testing at the delivery order level.

Factor 3 – Technical Approach

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Through its evaluation of Factor 3, the Government will evaluate the Offeror's Technical Approach to determine its confidence level that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract. The assessment will consider:

- The Offeror's understanding of the background, objectives, and requirements.
- The Offeror's knowledge, approach, and capabilities of meeting the requirements in the Statement of Work (SOW).
- The Offeror's delivery process and procedures and how the Offeror ensures on time delivery for the devices

Offerors who demonstrate an ability to provide executable, effective, and innovative solutions may receive a higher confidence assessment rating.

In its evaluation of Factor 3, the Government will consider the benefits and risks associated with the Offerors' proposed approaches to arrive at a confidence rating. The table below shows the ratings the Government will assign in its evaluation of these criteria.

Ratings for Factor 3	
Rating	Definition
High Confidence	The Government has high confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract
Some Confidence	The Government has some confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract.
Low Confidence	The Government has low confidence that the Offeror understands the requirement, proposes a sound approach, or will be successful in performing the contract.

To be eligible for award, a proposal must comply in all material aspects to the terms and conditions set forth in this solicitation, and the Offeror must be determined responsible according to the standards set forth in RFO FAR Subpart 9.1. The Government may consider information submitted with the proposal, information obtained from Government systems, past performance information, financial capability, integrity, business ethics, and any other information relevant to responsibility.

Factor 3 – Price

For the purposes of this solicitation, price is not rated and is not ranked in the order of evaluation criteria. Rather, the Government will evaluate price for fair and reasonableness. Price in this context means the unit rates and bulk rates proposed in the submitted Attachment 1. This evaluation will not result in a Total Evaluated Price as there is no total price to evaluate at the IDIQ level. The Government may determine Fair and Reasonable prices by using the Independent Government Cost Estimate, comparison of pricing obtained through competition, the commercial pricing provided in Attachment 1, or other price analysis techniques. Fair and reasonable unit rates and bulk rates proposed will be used to

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establish maximum rates on awarded IDIQ contracts if awarded and will apply for the life of the IDIQ. Proposed prices, including all proposed unit rates and bulk rates, will only be evaluated to determine that the proposed rates are fair and reasonable. Additionally, only Offerors determined to be the highest technically rated will have their price proposals evaluated.

Each price proposal evaluated will include the discounts offered. The evaluation will assess the accuracy, completeness, discounts offered and reasonableness. This process includes the verification that figures are correctly calculated, and prices are presented in an adequate format in the submitted Attachment 1.

Note: The Government will consider the option at RFO FAR 52.217-8 to have been evaluated through the evaluation of rates proposed for all contract periods. Offerors should assume that if the Government exercises clause RFO FAR 52.217-8 to extend performance, that the option will be priced at the rates in effect when the option is exercised.