S		ONTRACT/ORDER				QUISITION NU			PAGE O	1
2. CONTRACT NO		R TO COMPLETE BLO	CKS 12, 17, 23, 2	4, & 30 4. ORDER NUMBER	RCN	K-20-0	3010	5. SOLICITATION NUMB	<u> </u>	6. SOLICITATION
			EFFECTIVE DATE					70RCSA20Q00	000056	ISSUE DATE 08/18/2020
	R SOLICITATION RMATION CALL:	a. NAME Wayne La	atimore			. TELEPHONE 202-447				DUE DATE/LOCAL TIME /2020 1000 ES
9. ISSUED BY		•	CODE	DHS/OPO/CISA/	10. THIS ACQU	ISITION IS	□ u	NRESTRICTED OR	⊠ SET ASIDE	% FOR:
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19. ITEM NO.		SCHEDULI	20. E OF SUPPLIES/SE	RVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT
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25. ACCOUNTI	ING AND APPROPRI	ATION DATA						26. TOTAL AWARD AM	OUNT (For Go	vt. Use Only)
27b. CONTR 28. CONTRA COPIES TO ALL ITEMS S SHEETS SU	RACT/PURCHASE OF ACTOR IS REQUIRED ISSUING OFFICE. SET FORTH OR OTH JBJECT TO THE TER	RDER INCORPORATES  D TO SIGN THIS DOCU CONTRACTOR AGREE HERWISE IDENTIFIED A RMS AND CONDITIONS	S BY REFERENC JIMENT AND RETU S TO FURNISH A ABOVE AND ON A	ND DELIVER	212-5 IS ATTA	CHED. 29. AWARD C DATED  NCLUDING A HEREIN, IS A	ADDEN OF CONT ANY ADD CCEPTE	RACT: YOUR OF OITIONS OR CHANGESED AS TO ITEMS:	S WHICH ARE	
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19. ITEM NO.		20. SCHEDULE OF SUPPLIE	S/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PR	ICE	24. AMOUNT
	will be a '	Time and Material	Blanket Purchase	<u> </u>					
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32e. MAILING	ADDRESS OF AUTHO	RIZED GOVERNMENT REPRESEI	NTATIVE	32f. TELE	PHONE NUI	MBEK	OF AUTHORIZE	D GOVER	NMENT REPRESENTATIVE
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TAW SOW Section 3.3  Firm Fixed Price (FFP)  POP 9/3/2020 - 9/2/2021  Data Management  IAW SOW Section 3.4  Labor Hour (LH)  POP 9/3/2020 - 9/2/2021  Operations and Maintenance  IAW SOW Section 3.5  Firm Fixed Price (FFP)  POP 9/3/2020 - 9/2/2021  (Optional) MCTE Transition to Classified Cloud Environment  IAW SOW Section 3.6  Labor Hour (LH)  POP 9/3/2020 - 9/2/2021				
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Environment IAW SOW Section 3.6 Labor Hour (LH)				
ODC - All Other IAW SOW Section 5.7 Cost Reimbursable (CR) POP 9/3/2020 - 9/2/2021 NTE - \$427,200.00				
Travel IAW SOW Section 5.7 Cost Reimbursable (CR) POP 9/3/2020 - 9/2/2021 NTE - \$12,640.00				
Option Year 1 - Program/Project Management Support IAW SOW Section 2.1 Firm Fixed Price (FFP) POP 9/3/2021 - 9/2/2022 (Option Line Item)	t			
OPTION YEAR 1 - Systems Engineering and Lifecycle Support Continued				
	Cost Reimbursable (CR) POP 9/3/2020 - 9/2/2021 NTE - \$12,640.00  Option Year 1 - Program/Project Management Support LAW SOW Section 2.1 Firm Fixed Price (FFP) POP 9/3/2021 - 9/2/2022 (Option Line Item)  OPTION YEAR 1 - Systems Engineering and Lifecycle Support	Cost Reimbursable (CR) COST Reimbursable (CR) COP 9/3/2020 - 9/2/2021 NTE - \$12,640.00  Option Year 1 - Program/Project Management Support IAW SOW Section 2.1 Firm Fixed Price (FFP) COP 9/3/2021 - 9/2/2022 (Option Line Item)  OPTION YEAR 1 - Systems Engineering and Lifecycle Support	Cost Reimbursable (CR) POP 9/3/2020 - 9/2/2021 NTE - \$12,640.00  Option Year 1 - Program/Project Management Support NAW SOW Section 2.1 Firm Fixed Price (FFP) POP 9/3/2021 - 9/2/2022 (Option Line Item)  OPTION YEAR 1 - Systems Engineering and Lifecycle Support	Cost Reimbursable (CR) POP 9/3/2020 - 9/2/2021 NTE - \$12,640.00  Option Year 1 - Program/Project Management Support IAW SOW Section 2.1 Firm Fixed Price (FFP) POP 9/3/2021 - 9/2/2022 (Option Line Item)  OPTION YEAR 1 - Systems Engineering and Lifecycle Support

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CONTINUATION SHEET	70RCSA20Q0000056	4	39

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
	IAW SOW Section 3.1				
	Firm Fixed Price (FFP)				
	POP 9/3/2021 - 9/2/2022				
	(Option Line Item)				
1003	OPTION YEAR 1 - Information Management and				
	Support				
	IAW SOW Section 3.2				
	Firm Fixed Price (FFP)				
	POP 9/3/2021 - 9/2/2022				
	(Option Line Item)				
	(0) 01011 21110 20011,				
1004	OPTION YEAR 1 - Enterprise and Technical				
	Architecture				
	IAW SOW Section 3.3				
	Firm Fixed Price (FFP)				
	POP 9/3/2021 - 9/2/2022				
	(Option Line Item)				
1005	OPTION YEAR 1 - Data Management				
	IAW SOW Section 3.4				
	Labor Hour (LH)				
	POP 9/3/2021 - 9/2/2022				
	3/3/2021 3/2/2022				
	(Option Line Item)				
1006	OPTION YEAR 1 - Operations and Maintenance				
	IAW SOW Section 3.5				
	Firm Fixed Price (FFP)				
	POP 9/3/2021 - 9/2/2022				
	(Option Line Item)				
1007	OPTION YEAR 1 - (Optional) MCTE Transition to				
	Classified Cloud Environment				
	IAW SOW Section 3.6				
	Labor Hour (LH)				
	POP 9/3/2021 - 9/2/2022				
	(Option Line Item)				
	(option line Item)				
	Continued				

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 OF 39

ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	amount ( F')
1008	OPTION YEAR 1 - ODC - All Other IAW SOW Section 5.7 Cost Reimbursable (CR) POP 9/3/2021 - 9/2/2022 NTE - \$440,016.00 (Option Line Item)				
1009	OPTION YEAR 1 - Travel IAW SOW Section 5.7 Cost Reimbursable (CR) POP 9/3/2021 - 9/2/2022 NTE - \$13,019.00 (Option Line Item)				
2001	OPTION YEAR 2 - Program/Project Management Supportant S	rt			
2002	OPTION YEAR 2 - Systems Engineering and Lifecycle Support IAW SOW Section 3.1 Firm Fixed Price (FFP) POP 9/3/2022 - 9/2/2023	e			
	(Option Line Item)				
2003	OPTION YEAR 2 - Information Management and Suppoliant Sow Section 3.2 Firm Fixed Price (FFP) POP 9/3/2022 - 9/2/2023 (Option Line Item)	rt			
2004	OPTION YEAR 2 - Enterprise and Technical Architecture IAW SOW Section 3.3 Firm Fixed Price (FFP) POP 9/3/2022 - 9/2/2023 (Option Line Item) Continued				

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ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2005	OPTION YEAR 2 - Data Management IAW SOW Section 3.4 Labor Hour (LH) POP 9/3/2022 - 9/2/2023 (Option Line Item)				
2006	OPTION YEAR 2 - Operations and Maintenance IAW SOW Section 3.5 Firm Fixed Price (FFP) POP 9/3/2022 - 9/2/2023 (Option Line Item)				
2007	OPTION YEAR 2 - (Optional) MCTE Transition to Classified Cloud Environment IAW SOW Section 3.6 Labor Hour (LH) POP 9/3/2022 - 9/2/2023 (Option Line Item)				
2008	OPTION YEAR 2 -ODC - All Other IAW SOW Section 5.7 Cost Reimbursable (CR) POP 9/3/2022 - 9/2/2023 NTE - \$453,216.48 (Option Line Item)				
2009	OPTION YEAR 2 - Travel IAW SOW Section 5.7 Cost Reimbursable (CR) POP 9/3/2022 - 9/2/2023 NTE - \$13,409.78  (Option Line Item)				
3001	OPTION YEAR 3 - Program/Project Management Support IAW SOW Section 2.1 Firm Fixed Price (FFP) POP 9/3/2023 - 9/2/2024				
	(Option Line Item) Continued				

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ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3002	OPTION YEAR 3 - Systems Engineering and Lifecycle Support IAW SOW Section 3.1 Firm Fixed Price (FFP) POP 9/3/2023 - 9/2/2024				
	(Option Line Item)				
3003	OPTION YEAR 3 - Information Management and Support IAW SOW Section 3.2 Firm Fixed Price (FFP) POP 9/3/2023 - 9/2/2024				
	(Option Line Item)				
3004	OPTION YEAR 3 - Enterprise and Technical Architecture IAW SOW Section 3.3 Firm Fixed Price (FFP) POP 9/3/2023 - 9/2/2024				
	(Option Line Item)				
3005	OPTION YEAR 3 - Data Management IAW SOW Section 3.4 Labor Hour (LH) POP 9/3/2023 - 9/2/2024				
	(Option Line Item)				
3006	OPTION YEAR 3 - Operations and Maintenance IAW SOW Section 3.5 Firm Fixed Price (FFP) POP 9/3/2023 - 9/2/2024 (Option Line Item)				
	Continued				

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ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT	UNIT PRICE	amount ( F')
3007	OPTION YEAR 3 - (Optional) MCTE Transition to Classified Cloud Environment				
	IAW SOW Section 3.6				
	Labor Hour (LH)				
	POP 9/3/2023 - 9/2/2024				
	(Option Line Item)				
3008	OPTION YEAR 3 -ODC - All Other				
	IAW SOW Section 5.7				
	Cost Reimbursable (CR)				
	POP 9/3/2023 - 9/2/2024				
	NTE - \$466,812.97				
	(Option Line Item)				
3009	OPTION YEAR 3 -Travel				
	IAW SOW Section 5.7				
	Cost Reimbursable (CR)				
	POP 9/3/2023 - 9/2/2024				
	NTE - \$13,812.07				
	(Option Line Item)				

## **SECTION 1: SERVICES AND PRICES**

# 1.1 Description of Services

The U.S. Department of Homeland Security (DHS) intends to issue a Blanket Purchase Agreement (BPA) Call under the Department of Homeland Security (DHS) wide Geospatial Technical Support Services (GTSS) Blanket Purchase Agreement (BPA). This Request for Quote, 70RCSA20Q00000056 is to obtain Modeling Capability Transition Environment (MCTE) Support Services for the National Risk Management Center (NRMC).

### 1.2 BPA Call Type

This is a Time and Material BPA Call.

### 1.3 Price Schedule

**SEE ATTACHMENT 2** 

# **SECTION 2: STATEMENT OF WORK (SOW)**

SEE ATTACHMENT 1

# **SECTION 3: PACKAGING AND MARKING**

N/A

## SECTION 4: INSPECTION AND ACCEPTANCE

See Section 9 of the Statement of Work (SOW).

## **SECTION 5: DELIVERABLES OR PERFORMANCE**

### **5.1** Period of Performance

The period of performance of this BPA Call is from date of award with a Base Period of 12 month and three (3) one-year Option Periods.

 Base Period
 9/3/2020 through 9/2/2021

 Option Period One
 9/3/2021 through 9/2/2022

 Option Period Two
 9/3/2022 through 9/2/2023

Option Period Three 9/3/2023 through 9/2/2024 FAR 52.217-8 9/3/2024 through 3/2/2025

## **5.2** Place of Performance

See Section 5.3 of the SOW.

### **5.3** Deliverables

Deliverables are under Section 10, in the SOW.

# **SECTION 6: CONTRACT ADMINISTRATION**

### 6.1 Points of Contact for this task order

6.1.1 Kerri B. Williams, Contracting Officer

U.S. Department of Homeland Security

Office of Procurement Operations (MGMT/OPO) / Stop 0115

245 Murray Lane

Washington, DC 20528-0115

Phone: (202) 447-0653

Email: Kerri.Williams@hq.dhs.gov

6.1.2 Wayne S. Latimore, Contract Specialist

U.S. Department of Homeland Security

Office of Procurement Operations (MGMT/OPO) / Stop 0115

245 Murray Lane

Washington, DC 20528-0115

Email: Wayne.Latimore@hq.dhs.gov

Phone: (202) 447-0652

6.1.3 Contracting Officer's Representative (COR)

### NAME TO BE INSERTED AT AWARD

## 6.2 **Invoice and Payment Provisions**

Invoices shall be prepared per Section VII, Contract Clauses; Paragraph A. entitled "FAR CLAUSES INCORPORATED BY REFERENCE," FAR Clause 52.232-25 Prompt Payment, and FAR Clause 52.232-7, Payments under Time and Materials and Labor-Hours. In addition to invoice preparation as required by the FAR, the Contractor's invoice shall include the following information:

- 1) Cover sheet identifying DHS;
- 2) Task Order Number;
- 3) Modification Number, if any;
- 4) DUNS Number;
- 5) Month services provided
- 6) CLIN and Accounting Classifications
- 7) ATTN: CISA/OUS
- B. The contractor shall submit invoices monthly.
- C. Contract Line Item Number (CLIN) and description for each billed item.
- D. Any additional backup information as required by this contract.
- E. The Contractor shall submit the invoice electronically to the address below:

E-mail: CISAInvoice.Consolidation@ice.dhs.gov

F. Simultaneously provide an electronic copy of the invoice to the following individuals at the addresses below:

E-mail: Contract Officer Contract Specialist

COR

The contractor shall submit invoices to the email addresses above. Additionally, the contractor shall prepare and submit a sufficient and procurement regulatory-compliant invoice and receiving report for technical certification of inspection/acceptance of services and approval for payment. The contractor shall attach back up information to the invoices and receiving reports substantiating all costs for services performed. The receiving agency's written or electronic acceptance by the COR and date of acceptance shall be included as part of the backup documentation.

If the invoice is submitted without all required back up documentation, the invoice shall be rejected. The Government reserves the right to have all invoices and backup documentation reviewed by the Contracting Officer prior to payment approval.

# **SECTION 7: SPECIAL CONTRACT REQUIREMENTS**

### 7.1 Post Award Evaluation of Contractor Performance

7.1.1 Contractor Performance Evaluations

In accordance with FAR Subpart 42.1502, Policy, agencies are required to prepare an evaluation of contractor performance for each (non-construction/A&E) contract in excess of \$150,000. An assessment must be prepared at least annually and at the conclusion of the contract. In addition, contracts with a period of performance exceeding one year (including option periods) require interim evaluations so as to document contractor performance and provide current information for source selection purposes.

### 7.1.2 Contractor Performance Assessment Reporting System (CPARS)

The U.S. Department of Homeland Security utilizes the Department of Defense's Contractor Performance Assessment Reporting System (CPARS), a web-enabled application that collects and manages the library of automated contractor performance assessments, to collect and maintain contractor performance assessments. An assessment evaluated evaluates a contractor's performance, both positive and negative, and provides a record on a given contractor during a specific period of time, under a specific contract or task order. CPARS is for UNCLASSIFIED use only.

### 7.1.3 Contractor Performance Information

The DHS Office of Procurement Operations' (OPO) assessments of contractor performance shall be accessed by the contractor electronically after completion of the assessment by logging onto CPARS at <a href="https://www.cpars.csd.disa.mil">https://www.cpars.csd.disa.mil</a>. Contractors shall be given a minimum of thirty days to submit comments, rebut statements, and/or provide additional information to the Government.

The OPO Assessing Official shall review the Assessing Official Representative's assessment and consider the potential for disagreements between the Government and the contractor. If the contractor's response to the report is contentious, the Assessing Official will forward the evaluation to the Reviewing Official, who will serve as the mediator and shall resolve any dispute between the contractor and Government. If the Reviewing Official cannot resolve the dispute, the matter shall be referred to the Deputy Director, Office of Procurement Operations, for decision and resolution.

Copies of the evaluation, contractor response, and review comments, if any, shall be retained as part of the evaluation. The evaluation may be used to support future award decisions. The release of the completed contractor evaluation shall be restricted to Government personnel and the contractor whose performance is being evaluated. Once the evaluation is completed, it is copied into the Past Performance Information Retrieval System (PPIRS), a web-enabled, government-wide application that provides timely and pertinent contractor past performance information to the Federal acquisition community for use in making source selection decisions, where it can be viewed by authorized personnel at any agency for source selection purposes.

# 7.2 Observance of Legal Holidays and Administrative Leave

7.2.1 For work to be performed at Government site(s), the Contractor must establish a standard holiday schedule that coincides exactly with the Government's schedule for employees working on a Government site. Holidays observed are listed below. For Government site work, holidays and other non-work days are not billable unless work is specifically requested by the Government and productive hours are performed on those days. The following is a list of the official Federal Government holidays:

New Year's Day
 Martin Luther King's Birthday
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans Day
 Thanksgiving Day
 (10) Christmas Day

- 7.2.2 In addition to the days designated as holidays, the Government observes the following days:
  - 7.2.2.1 Any other day designated by Federal Statute
  - 7.2.2.2 Any other day designated by Executive Order
  - 7.2.2.3 Any other day designated by the President's Proclamation
- 7.2.3 No work shall be performed by Contractor personnel at Government facilities on Federal holidays or other non-work days without prior written approval of the CO.
- 7.2.4 It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.
- 7.2.5 When the Federal and governmental entities grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Task Order (TO) CO or the TO COR.

- 7.2.6 Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract.
- 7.2.6.1 Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station) shall continue to work and the contract price shall not be reduced or increased.
- 7.2.6.2 Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.
- 7.2.7 In those situations that furloughed Government personnel are reimbursed, the Contractor may not invoice for their employees working during the Government furlough until such time as the special legislation affecting Government personnel is signed into law by the President of the United States.

### 7.3 IDENTIFICATION OF CONTRACTOR PERSONNEL

The contractor shall ensure that its employees will identify themselves as employees of their respective company while working on DHS/OPO contracts. For example, contractor personnel shall introduce themselves in person and in voice-mail, and sign attendance logs as employees of their respective companies, and not as DHS employees. The contractor shall ensure that its personnel use the following format signature on all official e-mails generated by DHS computers:

Name
Position or Professional Title
Company name
Supporting the \_\_\_\_\_ division/office of DHS
Phone
Fax
Other contact information as desired

### 7.4 GOVERNMENT FURNISHED RESOURCES

See Section 7.0 of the SOW.

### 7.5 CONTRACTOR FURNISHED PROPERTY

Sec Section 8.0 of the SOW.

### 7.6 OTHER DIRECT COST

Other direct costs may include but are not limited to Amazon Web Services (AWS) fees, software licenses, data procurement, postage, copying, faxing, long distance phone usage expenses, conference attendance as part of this requirement, infographics, and ancillary printing. ODC's must be approved by the COR in advance and the expense must be necessary, allowable, and allocable for performance of this task order. ODC's must be submitted in enough time to the COR to give prior approval and must identify the purpose of the ODC's and provide a detailed cost breakdown. The Contractor shall be required to maintain the original or legible copy of receipts for all ODC's invoiced.

## 7.7 TRAVEL

Travel may be necessary to meet and coordinate interagency exchanges of information on this task. The Contractor will be reimbursed for all actual costs incurred for the required travel in accordance with the Federal Travel Regulations (FTR). Local travel will not be reimbursed. Local travel is defined as travel within a 50-mile radius of Washington, DC.

The Contractor shall obtain prior CO approval (electronic mail is acceptable) for all reimbursable travel in advance of each travel event, prior to incurring any costs associated with the travel. The CO approval shall be submitted with each invoice that contains travel costs.

# **SECTION 8: BPA CALL CLAUSES**

- 8.1 The Contractor's GTSS BPA contract clauses are incorporated into this task order.
- 8.2 Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) Clauses

### CLAUSES INCORPORATED BY REFERENCE

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

CITATION NUMBER	TITLE	<u>DATE</u>
FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER	
	RIGHTS AND REQUIREMENT TO INFORM	
	EMPLOYEESMOF WHISTLEBLOWER RIGHTS	APR 2014
FAR 52.204-2	SECURITY REQUIREMENTS	AUG 1996
FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF	

	CONTRACTOR PERSONNEL	JAN 2011
FAR 52.204-14	SERVICES CONTRACT REPORTING	
	REQUIREMENTS	OCT 2016
FAR 52.212-4	CONTRACT TERMS AND CONDITIONS-	
	COMMERCIAL ITEMS	OCT 2018
FAR 52.212-5	CONTRACT TERMS AND CONDITIONS	
	REQUIRED TO IMPLEMENT STATUTES OR	
	EXECUTIVE OREDERS-COMMERCIAL ITEMS	JUN 2020
FAR 52.217-5	EVALUATION OF OPTIONS	JULY 1990
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
FAR 52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
FAR 52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007
FAR 52.232-1	PAYMENTS	APR 1984
FAR 52.232-39	UNENFORCEABILITY OF UNAUTHORIZED	
	OBLIGATIONS	JUN 2013
FAR 52.237-3	CONTINUITY OF SERVICES	JAN 1991
FAR 52.242-15	STOP-WORK ORDER	AUG 1989
FAR 52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
FAR 52.245-1	GOVERNMENT PROPERTY	APR 2012
FAR 52.246-4	INSPECTION OF SERVICES-FIXED PRICE	AUG 1996
HSAR 3052.222-70	STRIKES OR PICKETING AFFECTING TIMELY	
	COMPLETION OF THE CONTRACT WORK	DEC 2003
HSAR 3052.222-71	STRIKES OR PICKETING AFFECTING ACCESS	
	TO A DHS FACILITY	DEC 2003
HSAR 3052.242-72	CONTRACTING OFFICER'S TECHNICAL	
	REPRESENTATIVE	DEC 2003

# **Clause Incorporated in Full-text:**

# **52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation** (Nov 2015)

- (a) *Definitions*. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
- (b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
  - (c) Representation. The Offeror represents that-

- (1) It  $\Box$  is,  $\Box$  is not an inverted domestic corporation; and
- (2) It  $\Box$  is,  $\Box$  is not a subsidiary of an inverted domestic corporation.

(End of provision)

# 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 Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the current period of performance.

# FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 29 days of the end of the current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months.

### HSAR 3052,204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

- (a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
  - (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland

Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless

authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

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

(End of clause)

# ALTERNATE I (SEP 2012)

When the contract will require Contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

- (g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.
- (h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.
- (i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).
- (j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.
- (k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (2) The waiver must be in the best interest of the Government.
- (l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

## HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

- Project Manager Senior (Key Personnel)
- Project Manager Junior (Key Personnel)
- GIS Visualization Developer (Key Personnel)

### Information Technology Security and PRIVACY TRAINING (MAR 2015)

- (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 31<sup>st</sup> 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 <a href="http://www.dhs.gov/dhs-security-and-training-requirements-contractors">http://www.dhs.gov/dhs-security-and-training-requirements-contractors</a>. 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 31<sup>st</sup> 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/dhssecurity-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.
- (c) *Privacy Training Requirements*. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take *Privacy at DHS: Protecting Personal Information* before accessing PII and/or SPII. The training is accessible at <a href="http://www.dhs.gov/dhs-security-and-training-requirements-contractors">http://www.dhs.gov/dhs-security-and-training-requirements-contractors</a>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31<sup>st</sup> of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the 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 31<sup>st</sup> of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

## **SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)**

- (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) Definitions. As used in this clause—

"Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

"Sensitive Information" is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-

296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

"Sensitive Information Incident" is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

"Sensitive Personally Identifiable Information (SPII)" is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver's license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual's name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

Other PII may be "sensitive" depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

- (c) *Authorities*. The Contractor shall follow all current versions of Government policies and guidance accessible at <a href="http://www.dhs.gov/dhs-security-and-training-requirements-contractors">http://www.dhs.gov/dhs-security-and-training-requirements-contractors</a>, or available upon request from the Contracting Officer, including but not limited to:
- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <a href="http://csrc.nist.gov/groups/STM/cmvp/standards.html">http://csrc.nist.gov/groups/STM/cmvp/standards.html</a>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <a href="http://csrc.nist.gov/publications/PubsSPs.html">http://csrc.nist.gov/publications/PubsSPs.html</a>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <a href="http://csrc.nist.gov/publications/PubsSPs.html">http://csrc.nist.gov/publications/PubsSPs.html</a>
- (d) *Handling of Sensitive Information*. Contractor compliance with this clause, as well as the policies and procedures described below, is required.
- (1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term "FOR OFFICIAL USE ONLY" to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

- (2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.
- (3) All Contractor employees with access to sensitive information shall execute *DHS Form* 11000-6, *Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.
- (4) The Contractor's invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.
- (e) *Authority to Operate*. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.
- (1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.
  - (i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's

responsibility to ensure the IT system controls are implemented and operating effectively.

- (ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.
- (iii)Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at http://www.dhs.gov/privacy-compliance.
- (2) Renewal of ATO. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

- (3) Security Review. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.
- (4) Continuous Monitoring. All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with FIPS 140-2 Security Requirements for Cryptographic Modules and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.
- (5) Revocation of ATO. In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.
- (6) Federal Reporting Requirements. Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.
- (f) Sensitive Information Incident Reporting Requirements.

- (1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and Reporting requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.
- (2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in 4300A Sensitive Systems Handbook Incident Response and Reporting, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:
  - (i) Data Universal Numbering System (DUNS);
    - (ii) Contract numbers affected unless all contracts by the company are affected;
    - (iii)Facility CAGE code if the location of the event is different than the prime contractor location:
    - (iv)Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
    - (v) Contracting Officer POC (address, telephone, email);
    - (vi)Contract clearance level;
    - (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
    - (viii) Government programs, platforms or systems involved;
    - (ix)Location(s) of incident;
    - (x) Date and time the incident was discovered;
    - (xi)Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
    - (xii) Description of the Government PII and/or SPII contained within the system;
    - (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
    - (xiv) Any additional information relevant to the incident.

- (g) Sensitive Information Incident Response Requirements.
- (1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.
- (2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
- (3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:
  - (i) Inspections,
  - (ii) Investigations,
  - (iii) Forensic reviews, and
  - (iv) Data analyses and processing.
- (4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.
- (h) Additional PII and/or SPII Notification Requirements.
- (1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the *DHS Privacy Incident Handling Guidance*. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.
- (2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.
- (i) *Credit Monitoring Requirements*. In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:
- (1) Provide notification to affected individuals as described above; and/or
- (2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:
  - (i) Triple credit bureau monitoring;
  - (ii) Daily customer service;
  - (iii) Alerts provided to the individual for changes and fraud; and
  - (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or
- (3) Establish a dedicated call center. Call center services shall include:
  - (i) A dedicated telephone number to contact customer service within a fixed period;
  - (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
  - (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
  - (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
  - (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
  - (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.
- (j) Certification of Sanitization of Government and Government-Activity-Related Files and Information. As part of contract closeout, the Contractor shall submit the certification to the

COR and the Contracting Officer following the template provided in NIST Special Publication 800-88 Guidelines for Media Sanitization.

(End of clause)

# SECTION 9: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment 1 – Statement of Work (SOW)

Attachment 2 – Price Schedule

Attachment 3 – Past Performance Questionnaire (PPQ)

### SECTION 10: TASK ORDER PROVISIONS

### 10.1 Federal Acquisition Regulation (FAR) Provisions

# RFQ PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <a href="http://acquisition.gov/far/">http://acquisition.gov/far/</a>.

# **SECTION 11: INSTRUCTIONS TO QUOTERS**

Quoters shall provide their response to this RFQ by 10:00 am, EST, August 27, 2020. Submit an electronic copy of your firm's quotation to the CO and Contract Specialist (CS) in Section 6.1, using WinZip software which is the preferred method to receive electronic quote submission When please when receipt is through responding, include "RFO 70RCSA20000000056" on the subject line of the email. The WinZip password shall be submitted under a separate email by the quote deadline. Please Note: There is not a character length or mixed case requirement imposed on your password. These submission instructions will also apply to any future correspondence, as applicable, in response to this solicitation. Vendors can either purchase a copy of WinZip at www.winzip.com or use the compression program which is part of Windows 7.

# 11.1 Instructions for Submission of Questions

Questions concerning this RFQ shall be submitted to the CO and CS under Section 6.1, by 10:00 am, EST, August 20, 2020. Questions must be in the following format utilizing MS Excel:

Document	Paragraph	Page number	Question
(attachment or			
exhibit)			

# 11.2 Instructions for Quoter

The technical and price quotes shall be separate documents so that the evaluation of each part may be conducted independently. The page limitations for each quote are as follows:

Volume 1: Technical Quote – Limited to 25 of Pages (excludes cover letter, table of contents and resumes).

Volume 2: Price Quote – No Page Limitation

## 11.2.1 Volume 1 – Technical Quote

<u>The technical quote must not contain any pricing information</u> but reference to resource information such as data concerning labor categories, materials, subcontractors, etc. must be provided so that the Quoter's understanding of the requirement may be evaluated.

### **Section A:**

### **Technical Approach and Understanding**

The Quoter must define their technical approach and understanding that satisfies the requirements defined in the SOW. The Quoter's technical approach and understanding should include the following: 1) discussion of the background, objectives, and work requirements of the SOW; 2) discussion of proposed methods and techniques for completing each task in the SOW; 3) discussion which supports how each task will be evaluated for full performance and acceptability of work from the Quoter's perspective; 4) discussion of any anticipated major difficulties and problem areas, along with potential recommended approaches for their resolution; and 5) discussion of major logistical considerations.

### Section B:

### **Management Approach and Capabilities**

The Quoter's management approach and capabilities shall include information that is simple, easy to read and clearly describes project personnel and responsibilities, any proposed subcontracting arrangements, communication and coordination plans, schedules of all tasks and subtasks, meetings, and deliverables.

The Quoter's management approach shall include your company's contingency and continuity of operations plans in the event of a natural or manmade disaster that may disrupt service capabilities. The quoter's management approach shall include all key personnel and a description of the firm's current personnel resources.

Finally, the Quoter shall provide a staffing plan that identifies those labor categories which will be assigned to perform each of the tasks defined in the SOW.

### a) Personnel

The Quoter quotation shall include resumes for the proposed key personnel. Personnel Resumes shall be limited to three (3) page maximum per resume. Descriptions shall address such items as the individual's background, education, work experience and accomplishments. Show the knowledge that the personnel have gained through completed and ongoing efforts that are similar

in nature to this effort. The resumes shall contain, at a minimum, the company name and address, telephone number, point of contact, overview of duties and the dates employed. A company overview, prepared by the Quoter, is not considered a resume and will thus not meet this requirement. The Quoter shall assign sufficient experienced personnel who are qualified in the conduct of similar operations and who have a proven background and level of experience for the work required. The quotation shall also contain a job description of the proposed personnel's duties as related to this contract requirement.

Resumes shall include the employee's education (including name of school, length of time and degree/certificate), appropriate certification and specific experiences that are directly related to the requirements of this RFQ. Resumes shall be in chronological order with the latest dates of employment first and will identify the company or agency, period of employment, title and job description of the individual, level of responsibility per position.

### 1) Staffing/Resources

The Quoter shall demonstrate that the proposed manning/personnel skill levels, expertise, and experience are adequate to perform the work required by the attached SOW. The Quoter shall provide a list of all subcontractors or consultants and identify the effort that they will be contracted to perform. Also identify the appropriate security clearances.

The Quoter shall provide a staffing plan that identifies those labor categories which will be assigned to each of the tasks defined in the SOW. The Staffing Plan shall be limited to five (5) pages and shall demonstrate how the quoter will manage its subcontractor/consultant's participation and monitor subcontractor/consultant performance; and, its plan for contingency and continuity of operations.

### 2) Key Personnel

The Quoter shall provide resumes and job descriptions of key personnel identified below. Describe the experience, skills, education, training, qualifications, and certifications for each personnel. Describe the availability and existing commitments of key personnel. All information proposed will be evaluated to assure relevant technical experience, specialized training as it relates to this procurement.

The Quoter may submit additional key personnel positions so long as all the specialized experience requirements are met under key personnel positions of the contract.

The personnel proposed shall possess the required education, experience, and security clearances to perform under this contract.

- Project Manager Senior (Key Personnel)
- Project Manager Junior (Key Personnel)
- GIS Visualization Developer (Key Personnel)

Key personnel positions shall have the following knowledge, skills, and abilities under Section 4.2, Key Personnel in the SOW.

### **Section C:**

#### **Past Performance**

The Quoter shall provide a minimum of three (3) references. In addition, the Quoter may submit a minimum of three (3) references for subcontractors who are expected to perform aspects of this effort that the Quoter considers critical to overall successful performance. If a Quoter does not have any relevant past performance, the past performance rating will be neutral. The Quoter should include rationale supporting the assertion of relevance for each reference. These references should also be from different contracts. Past performance references shall be as a prime contractor or first-tier subcontractor on previous or current projects/tasks that are similar in size, scope, and complexity to the work identified in the SOW. To be considered, past performance data may not be older than five (5) years from the date of the quotation, and may include active contracts. Furthermore, Quoters should include a list of all relevant DHS ongoing contracts or contracts completed for the specified period. Relevant will be defined as similar projects as in size, scope and complexity of the requirement. Each past performance citation may not exceed 2 pages. For each past-performance citation identify the following information:

- 1. Project title
- 2. Description of the project
- 3. Contract/task order number
- 4. Contract/task order amount
- 5. Government agency/organization
- 6. COR's name, address, telephone number and email address
- 7. Current status, e.g. completed and/or in progress, start and estimated completion dates
- 8. A brief narrative of why your firm believes this reference is relevant to the proposed task.

Provide the Past Performance Questionnaire (see Attachment 3) to each reference; request the reference to complete the questionnaire and provide it to Kerri B. Williams and Wayne Latimore at Kerri.Williams@hq.dhs.gov and Wayne.Latimore@hq.dhs.gov by the quote deadline.

# 11.2.2 Volume 2 - Price Quote

Each Quoter shall submit a price quote separate from the technical quote.

The price quote shall include the following:

a. Proposed labor categories that are consistent with the Quoter's GTSS BPA contract.

- b. Identification of the prime contractor's rates and the subcontractor's rates, if any.
- c. For each period of performance, provide a breakdown for each Contract Line Item Number (CLIN) that identifies 1) the labor categories proposed, 2) the total price for the CLIN, 3) the total price for the period of performance (e.g. base period and option period. Also provide a summary that shows the total price for each period of performance and the total price of the task order.
- d. The rates for proposed labor categories as indicated in Attachment 2 of the RFQ. The Quoter must complete the pricing spreadsheet and return it with its price quotation submission.

# **Pricing**

Pricing shall be submitted in a separate volume from the Technical Quote and Personnel resumes. There is no page limitation for the price quote. It shall be submitted at the same time as the technical quote. To be considered for award, the Quoter must submit prices that comply with the requirements of the GTSS BPA Contract and this RFQ.

All pricing data shall be provided in Microsoft Excel spreadsheets and shall contain the formulas for price calculations. Failure to include the pricing data in Excel spreadsheet will result in the quote not being considered. Proposed full time equivalents (FTE's) shall be based on direct productive labor hours (DPLH) of 1,920 hours per year. If the Quoter deviates from the above guidance, the Quoter shall clearly define, in Section 1 of the price quote, why the quote did not follow this guidance. Failure to follow the above guidance may result in the quote not being considered. See Attachment 2 for the Pricing Template.

## **Contract Line Item Types**

All tasks in the SOW will be Labor Hour, except for Travel and ODC which is Cost Reimbursement.

# **SECTION 12: EVALUATION FACTORS**

A single award will be made to the responsible Quoter submitting an overall quote that is determined most advantageous to the Government, price and non-price factors considered. Award will be made to the Quoter whose quote meets the Government's requirements and whose technical quote and price represent the best value to the Government. The evaluation of quotes will be based on the following factors:

- 1. Technical Approach and Understanding
- 2. Management Approach and Capabilities
- 3. Past Performance

### 4. Price

# **Relative Importance of the Evaluation Factors**

A technical analysis will be conducted on each quotation independently to determine technical merit and rating. A comparative analysis will be conducted by the Technical Evaluation Team to determine the quotation offering the Government the best value and meet the Government's needs.

- Factor 1 Technical Approach and Understanding is more important than Factor 2 Management Approach and Capabilities
- Factor 2 Management Approach and Capabilities is more important than Factor 3 Past Performance
- Combined together, the non-price factors of Technical Approach and Understanding, Management Approach and Capabilities, and Past Performance are significantly more important than Price/Cost.

The best value determination will be made using the tradeoff process, where non-price factors, when combined, are significantly more important than price.

## **SECTION 13: BASIS FOR AWARD**

One (1) award will be made to the Quoter whose quote is determined to best meet the needs of the Government after consideration of all factors, that is, the quote that provides the best value to the Government. For this procurement, best value trade-off is defined as the quote that results in the most advantageous acquisition decision for the Government as determined by trade off analysis among the non-price and price factors.

As quotations near equality in their technical merit, greater will be the importance of price/cost in making the award determination. In the event that two (2) or more quotations are determined not to have any substantial technical differences (i.e. are technically equal), award may be made to the lower priced quotation. It should be noted that award may be made to other than the lowest priced quotation if the Government determines that a price premium is warranted due to technical merit. The Government may also award to other than the highest technically rated quotation, if the Government determines that a price premium is not warranted.

The Government intends to award upon the basis of initial quotations. Discussions are not anticipated; however, the Government reserves the right to hold discussions at the sole discretion of the Contracting Officer. Quoters are therefore cautioned that each initial quotation should contain the Quoter's best quote.

## **SECTION 14: EVALUATION CRITERIA**

### **Evaluation Criteria**

Quotations submitted in response to this RFQ will be evaluated based on the following criteria:

# Factor 1: Technical Approach and Understanding

The Government will evaluate the quoter's technical approach and understanding that satisfies the requirements defined in the SOW. The Government will be seeking to determine the overall extent to which the quoter fully understands the technical requirements and demonstrates a capability to quickly, effectively, and efficiently perform the task(s) described. Therefore; the quoter shall provide documentation that clearly and concisely demonstrates an understanding of the government's requirement.

# Factor 2: Management Approach and Capability

The Government will evaluate the quoter's Management Approach and Capability to the extent to which it is clear, comprehensive, detail, effective, and demonstrates capability to manage tasks required by the SOW. The Government will evaluate the extent to which the quoter's proposed Key Personnel and other staff have the qualifications to fulfill their roles. The Government will evaluate the quoter's strategy to reduce risk in respect to the timely provision and retention of qualified personnel with appropriate skills, technical training, formal education, certifications and ability to obtain security clearances.

The appropriateness of the proposed staffing plan will be evaluated.

## Factor 3: Past Performance

The Quoter's Past Performance will be evaluated based upon the extent to which the Quoter or its subcontractor's performance demonstrates the likelihood of successful performance in providing requirements **similar in size**, **scope and complexity** of this solicitation. The Government may choose to evaluate publicly available reports and/or data from the Contractor Performance Assessment Reporting System (CPARS). The Government may use present and/or past performance data obtained from a variety of sources, not just those contracts identified by the Quoter. The information gathered for past performance may also be used in the responsibility determination.

The Government will review all past performance data submitted with the quotation and may contact all of the referenced companies/organizations and others to verify past performance information. If a Quoter does not have any relevant past performance, the past performance rating will be neutral.

If the Government receives a "poor" or "unsatisfactory" rating from a reference or negative past performance information from any other source on which the Quoter has not had a previous opportunity to comment, the Quoter will be afforded the opportunity to comment on the negative information.

### Factor 4: Price

The Government will evaluate the Offeror's Cost/Price Volume for accuracy, completeness (i.e., compliance with the Cost/Price instruction in Section 11.2.2). Price proposals will not be scored, ranked, nor rated.

Price reasonableness of the proposed labor rates on the completed Attachment 2 will be established by performing price analysis techniques listed under FAR 15.404-1(b)(2) and 15.404-3. The government will establish a total evaluated price based on the completed Summary sheet in Attachments 2 submitted with the representative task order proposal.

The Government will evaluate all proposed labor categories, unit prices and total price submitted on Attachments 2 to determine price reasonableness.

The Government will validate that any information provided in other parts of the quotation is consistent with the information provided in the price quotation. Any inconsistencies will be noted and may adversely affect the quotation evaluation.

The Government will evaluate quotes for award purposes by evaluating the prices for the base period as well as all option periods. The total price for all options periods will be added to the price for the base period. Evaluation of the option periods does not obligate the Government to exercise the option(s).

If needed, the Government intends to exercise the option or options under FAR 52.217-8 without further competition or need for justification for other than full or open competition (or limited source justification or sole source justification). For purposes of evaluation, the potential need to exercise the option under FAR 52.217-8 to extend the period of contract performance for the maximum period of six (6) months beyond the last option period will be considered the same for all Quoters. In considering the price of the base period and any option periods, the Government will consider that if the extension of service clause (FAR 52.217-8) is exercised, it will be on the exact same rates and terms, other than length of performance, as the base or option period being extended. The Government will determine whether the price, inclusive of all options (including the options available under FAR 52.217-8), is fair and reasonable, and whether the price of the base period and all option periods (including the option(s) represented by FAR 52.217-8), in combination with the other evaluation factors specified in the solicitation, represents the best value to the Government.