

SECTION B – SUPPLIES/ SERVICES AND PRICES/COSTS

Purpose

The purpose of this Request for Quotation (RFQ) is to provide Information Technology (IT) data processing, web hosting, and related services in support of the Office of Science & Technology Directorate, Office of Industry Partnerships (OIP). The services to be procured under this RFQ are to be issued under the General Services Administration (GSA) Schedule 70 contract vehicle, specifically incorporating Special Item Number 132-51.

All support provided by the contractor must be within scope, consistent, and fully compliant with the terms and conditions of the contractor's GSA Schedule 70 Contract. The contractor shall be responsible for all requirements as stated in the attached Statement of Work (SOW).

Type of Task Order

A Labor Hours (LH) Task Order as described in the Federal Acquisitions Regulation (FAR) 16.602 shall be placed.

Supplies and Services

For the consideration set forth in the RFQ, the contractor shall, during the period as specified in the task order terms and conditions, provide the following services and deliver the following reports and deliverables:

(a) Services

The contractor shall provide the estimated hours of direct employee, consultant and/or subcontractor labor to perform the requirements in the Statement of Work (SOW) as further described in Section 2.0: Statement of Work.

(b) Reports and Deliverables

The contractor shall deliver the reports and deliverables as specified in Section 9.0 (Deliverables) of the SOW.

Price Schedule

a) The Task Order Pricing Schedule, Attachment I herein, shall provide support covering the services available from the contractor's applicable GSA Schedule 70 Contract. The price schedule shall identify and price the services and support as identified. The level of effort shall include all costs and fees, including overhead and profit. The quoter must fill out Attachment I (Pricing Schedule) when responding to the solicitation, listing the total proposed price.

- b) The contractor may transfer hours between labor categories for up to ten percent (10%) of the total price of the related CLIN so long as the established ceiling price of the CLIN is not exceeded.
- c) As prescribed in FAR 16.601(d)(2), the resultant task order award will set a ceiling price for each period of performance that the contractor exceeds at its own risk. The ceiling price will represent the total dollar amount that may be incurred and expended for all efforts on the task order, including the base and all option periods. The contractor exceeds the ceiling amount at its own risk. The ceiling price is the current obligated amount of [to be determined].
- d) The Government is requesting additional discounts for this task order.

Level of Effort

- a) It is estimated that the recommended labor categories described in the Statement of Work will be required to perform the services described in Section III, SOW. These labor category descriptions provide **only guidelines** for possible combinations of staff. The labor categories identified in this section represent the type and qualifications of individuals that DHS envisions working under this task order. If the contractor's Schedule 70 Contract has a labor category with a different title but the qualifications and duty descriptions are the same or similar please provide that information to include the labor category title and the description.
- b) The man-hours of direct labor exclude sick pay, vacations, holidays and hours expended in indirect labor, but include subcontract hours and allowable overtime under the provisions of FAR 52.222-2. However, overtime will not be reimbursed unless authorized in writing by the COR with concurrence by the CO. Overtime is defined as hours worked in excess of the employee's normal workweek. The normal workweek is defined as forty (40) hours.

SECTION C – STATEMENT OF WORK (SOW)

See Attachment II – Statement of Work

(End of Section C)

SECTION D: PACKAGING AND MARKING

D.1 Packing, Packaging, Marking and Storage of Equipment

Unless otherwise specified, all items to be delivered under this task order shall be preserved, packaged, and packed in accordance with normal commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

All initial packing, marking and storage incidental to shipping of equipment to be provided under this contract shall be at the Contractor's expense. The Contractor shall supervise the packing of all acquired equipment furnished by the Contractor and shall supervise the unpacking of equipment to be installed.

The Contractor and the Contracting Officer's Representative (COR) will finalize the method in which report deliverables are to be submitted and marked for delivery. Additionally, Report Deliverables may be required to be submitted electronically and in hard copy.

D.2 Markings

All deliverables submitted to the Contracting Officer (CO) and Contracting Officer Representative (COR) shall be accompanied by a packing list or other suitable shipping document that shall clearly indicate the following:

- (a) Contract number;
- (b) Task order number;
- (c) Name and address of the consignor;
- (d) Name and address of the consignee;
- (e) Government bill of lading number covering the shipment (if any); and
- (f) Description of the item/material shipped, including item number, quantity, number of containers and package number (if any).

D.3 Branding

The Contractor shall comply with the requirements of any Department of Homeland Security Branding and Marking policies under 18 U.S.C. § 701 and 28 U.S.C. § 1733(b). As a matter of law, Federal criminal statutes prohibit unauthorized uses of the Department of Homeland Security Seal. In addition, DHS policy prohibits granting authorization for certain commercial uses of its Seal. However, it is permissible to reference DHS in materials if the reference is limited to true, factual statements. The words DHS and/or Homeland Security should appear in the same color, font, and size as the rest of the text in the document. Moreover, such references shall not imply in any way an endorsement of a product, company, or technology.

“The use of the DHS seal by any persons or organizations outside of DHS may only be done with the prior written approval of the Secretary or his designee. Any such requests for the use of the DHS seal must be made in writing and must specify, in detail, the exact use to be made. Any permission granted by the Secretary will apply only to the specific use outlined in the written request and is not construed as permission for any other use. The Secretary may seek advice from the Office of General Counsel when making these determinations.” As such, requests to use the DHS seal shall be submitted using the DHS Official Seal Usage Approval Form. See Attachment II: DHS Official Seal Usage Approval Form. The completed DHS Official Seal Usage Approval form should be sent via e-mail to Kathleen.McShea@hq.dhs.gov, DHS Director of New Media & Web Communications, and to the CO, with a copy to the COR.

D.4 Government Terms & Definitions

AES – Advanced Encryption Standard
CLIN – Contract Line Item Number
CO – Contracting Officer
COR – Contracting Officer’s Representative
COTS- Commercial off the Shelf
DHS – Department of Homeland Security
EOD – Entry on Duty
FTE – Full Time Equivalent
FY – Fiscal Year
GOTS – Government off the Shelf
IT – Information Technology
MD – Management Directive
NSI – National Security Information
OAST – Office of Accessible Systems and Technology
OGC – Office of General Counsel
OIP - Office of Industry Partnerships
OPO – Office of Procurement Operations
POC – Point of Contact
PM – Program Manager
PR – Purchase Request
PSD – Personnel Security Division
RFQ – Request for Quotation
R&D – Research & Development
SOW – Statement of Work
SCIF – Sensitive Compartmented Information Facility
SF – Standard Form
S&T – Science & Technology

SME – Subject Matter Expert

SSI – Security Sensitive Information (Sensitive but Unclassified Information)

SSO – Security Sensitive Office

TO – Task Order

VTA – Vermont Avenue

(End of Section D)

SECTION E: INSPECTION AND ACCEPTANCE

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

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text can be accessed electronically at the following internet address: <http://www.acquisition.gov/far>.

FAR Clause No.	Title and Date
52.212-4 (a)	Contract Terms and Conditions-Commercial Items (OCT 2018)
52.212-4 (ALT I)	Contract Terms and Conditions-Commercial Items (JAN 2017)

E.2 Inspection and Acceptance

(a) Inspection and acceptance of products and services shall be performed by a duly authorized Government representative identified in the Task Order in accordance with the FAR clauses incorporated at Section I, the Inspection and Acceptance clauses in the GSA Schedule 70 contract and as further defined in the Task Order.

(b) All deliverables will be inspected for content, completeness, accuracy and conformance to the Task Order requirements by the COR or as detailed in individual Task Order. The COR will review deliverables prior to acceptance and provide the contractor with an e-mail that provides documented reasons for non-acceptance. If the deliverable is acceptable, the COR will send an e-mail to the Contractor that the deliverable has been accepted.

(c) The COR will have the right to reject or require correction of any deficiencies in the deliverables that are contrary to the information contained in the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor shall have an opportunity to correct the rejected deliverable and return it per delivery instructions.

(d) The COR will have 10 business days to review deliverables and make comments. The Contractor shall have five (5) business days to make corrections and redeliver. All other review times and schedules for deliverables shall be agreed upon by the parties. The Contractor shall be responsible for timely delivery to Government personnel in the agreed upon review chain, at each stage of the review. The Contractor shall work with personnel reviewing the deliverables to assure that the established schedule is maintained.

(e) Services and cost reimbursable items such as travel and Other Direct Costs (ODCs) will be accepted upon receipt of proper documentation as specified in the order. If custom services are provided, acceptance will be as specified for the milestone with which they are associated. If custom services are for software development, the final acceptance of the software program will occur when all discrepancies, errors or other deficiencies identified in writing by the Government have been resolved, through either documentation updates, program correction, or other mutually agreeable methods.

(f) Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected.

(g) Non-conforming products or services will be rejected. Unless otherwise agreed by the parties, deficiencies will be corrected within five (5) calendar days of the rejection notice. If the deficiencies cannot be corrected within five (5) days, the Contractor will immediately notify the CO of the reason for the delay and provide a proposed corrective action plan within three (3) working days.

E.3 Contractor Responsibilities Associated with Inspection, Testing and Acceptance of Contractor Provided Products and Services

The Contractor is responsible for completion, verification, confirmation and communication to the Government of all inspections and test results necessary to substantiate that the products and services furnished under the Task Order conform to the Task Order requirements. Receipt is not complete and Government testing, inspection and acceptance need not begin until after the Contractor has fulfilled the aforementioned responsibilities.

(End of Section E)

SECTION F: DELIVERABLES OR PERFORMANCE

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

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text can be accessed electronically at the following internet address: <http://www.acquisition.gov/far/> and <http://farsite.hill.af.mil/VFHSARA.HTM>

FAR Clause No.	Title and Date
52.212-4 (f)	Excusable Delays (OCT 2018)
52.242-15	Stop-Work Order (AUG 1989) (<i>for other than cost reimbursement Task Orders</i>)
52.247-34	F.O.B. Destination (NOV 1991)
52.247-35	F.O.B. Destination, Within Consignee's Premises (APR 1984)

F.2 Period of Performance

The period of performance of this task order is a twelve (12) month base period and four (4) 12-month option periods as follows:

Base Period	September 9, 2019 through September 8, 2020
Option Period One	September 9, 2020 through September 8, 2021
Option Period Two	September 9, 2021 through September 8, 2022
Option Period Three	September 9, 2022 through September 8, 2023
Option Period Four	September 9, 2023 through September 8, 2024

The estimated value for each period of performance will be the ceiling for that task order period that the contractor exceeds at its own risk. FAR 16.601(d)(2)

F.3 Delivery

The services required under the Task Order shall be delivered and received at destination within the timeframe specified in the Task Order.

F.4 Master Contract Applicability

The performance period of this Task Order may not extend beyond the Contractor's GSA Schedule 70 master contract performance period. Notwithstanding all performance under this Task Order may also not extend beyond the end date of the contractor's GSA Schedule 70 master contract unless the contractor's GSA

Schedule 70 master contract allows for orders to extend beyond the master contract performance period.

F.5 Place of Performance

The work will be performed at the following Government site:

DHS Science and Technology Directorate, 1120 Vermont Avenue (VTA), Washington, DC* Teleworking will be permitted under the following guidelines:

Telework is to be used to accommodate either scheduled medical appointments or inclement weather days when the Government is open. Telework may be used as a standard occurrence such as a weekly/bi-weekly telework day(s), per the provisions below. Telework will not be used when the Government is closed without express written advance authorization from the COR or Contracting Officer, even if it is a regularly scheduled telework work day for that contractor employee, given the time frame available for Government oversight to be provided will be contingent upon the COR's availability.

- a. Regular Re-Occurring Telework: Telework may be performed under this Task Order if the following conditions are met:
 - i. There must be a telework agreement in place between the Contractor and their company specifying dates, times, and location for telework. The Contractor Program Manager must provide a copy of each signed agreement to Government, both the Contracting Officer and the COR, for the task order records.
 - ii. The number of scheduled telework days may not exceed 2 days per week
 - iii. Work under this Task Order can only be completed on a DHS issued laptop via the DHS VPN connection.
 - iv. Items completed must be specified in the Contractor's monthly report for that month as having been completed while teleworking.
 - v. The Contractor PM must ensure that Contractor employees are reachable via telephone by the COR at the telework

location.

- b. Intermittent Telework: Intermittent Telework, anything outside of regularly scheduled telework, may be performed under this Task Order if the following conditions are met:
 - i. Prior approval to telework must be obtained in writing from the Task Order COR by the Contractor's Task Order Program Manager (PM). All requests must originate from the Contractor's PM, or the Contractor's responsible contracts representative. Requests must include the Contracting Officer as a courtesy copy (cc :). Tasking must be able to be accomplished efficiently and effectively in a remote fashion, and must be of sufficient quantity to fill the duration of the planned telework period for a given Contractor employee.
 - ii. The Task Order COR must review all tasks to be completed/worked on during the telework period prior to providing written approval or disapproval of the PM's written request.
 - iii. Work under this Task Order can only be completed on a DHS issued laptop via the DHS VPN connection.
 - iv. The PM must report tasks that were completed, and show products from those tasks, if applicable, at the end of the workday. These items must be specified in the Contractor's monthly report for that month as having been completed while teleworking.
 - v. The PM must ensure that Contractor employees are reachable via telephone by the COR at the telework location.
 - vi. The PM must state the hours that a given Contractor employee will be online and working, and any hours the employee will be unavailable.
 - vii. Telework may only take place within the DC metro area at one of the following locations, provided the COR has given prior written approval:
 - a. The Contractor's facility

- b. The Contractor employee's place of residence
- c. DHS components other than S&T
- d. Approved offices onsite at FFRDC locations

Employees approved for regular and situational telework who are not able to report to their assigned office location due to office closure or dismissal because of a natural or man-made emergency event (e.g., hurricane, earthquake, wild fire, snow storm, flooding, act of terrorism) or when the Office of Personnel Management or other official agency announces that Government offices are open with the option for unscheduled telework, are required to telework each regularly scheduled workday during the emergency situation, when the capability to telework is available at the alternative worksite.

*Classified work will be done at the Government location only. **

F.6 Hours of Operations

When working on Government sites, normal duty hours are 8:00 am - 5:00 pm, Monday through Friday (except Federal holidays). Overtime will not be permitted under this Task Order, unless authorized in writing by the COR with concurrence by the CO. In the event of a shutdown for any reason (including, but not limited to: Government closures due to inclement weather or other public emergency, building closures due to lack of power or water, and additional Government holidays granted by the President), the Government will not be liable for Contractors' costs incurred during this period except to the extent agreed in advance and in writing by the COR or CO.

F.7 Observance of Legal Holidays and Excused Absence

- (a) The Government hereby provides notification that Government personnel observe the listed days as holidays: The ten listed holidays apply to services performed within the United States, and is provided for informational purposes only.

- | | |
|-----------------------------------|----------------------|
| (1) New Year's Day | (6) Labor Day |
| (2) Martin Luther King's Birthday | (7) Columbus Day |
| (3) President's Day | (8) Veterans' Day |
| (4) Memorial Day | (9) Thanksgiving Day |
| (5) Independence Day | (10) Christmas Day |

- (b) In addition to the 10 days designated as holidays, the Government observes:

- (1) Any other day designated by Federal Statute;
- (2) Any other day designated by Executive Order; and
- (3) Any other day designated by the President's Proclamation.

- (c) 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 in the Task Order. As such, this provision does not preclude reimbursement for authorized overtime work if applicable to the Task Order.

- (d) When the Federal and governmental entities grants excused absence to its employees, the Contractor may dismiss its assigned contractor personnel; however, the contractor may not bill the Government for time associated with such excused absences. 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 CO or the COR, as applicable.

F.8 Notice to the Government of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or completion date, or as soon as the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the CO and the COR in writing. The notification shall give pertinent details and the data shall be informational only in character. As such, this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract. See FAR 52.212-4 (f), Excusable Delays.

F.9 Deliverables: Meetings, Plans and Reports

- a) Per Section 9.0 of the Statement of Work, the Contractor shall provide all written deliverables directly to the DHS COR. The Contractor shall provide deliverables according to the following schedule and format requirements. The Contractor shall provide all written reports in electronic format with read/write capability using applications that are compatible with DHS workstations (Windows XP and Microsoft Office Applications) in hardcopy and electronic form and in accordance with the contract, unless otherwise noted.
- b) The Task Order will include specific requirements for meetings, plans, reports, and other deliverables. The Contractor shall submit reports, deliverables or outputs as described in Table F- 1: Deliverables, to the COR. All deliverables shall be written in the English language.

The information in Table F-1 below represents the range of meetings, plans, and reports that may be required as ordered by the CO and/or the COR.

All applicable deliverables, their required delivery dates, destination of delivery, and schedule for completion of work to be performed will be specified in the TO, as applicable.

For purposes of delivery, all deliverables shall be made by close of business (COB) 5:00 P.M. local time (Washington D.C.) at destination, Monday through Friday,

unless stated otherwise in the TO.

All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the initial deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.

Each task specific deliverable shall be accompanied by a cover letter from the Contractor on Company letterhead. Multiple deliverables may be delivered with a single cover letter describing the contents of the deliverable package.

In the event the Contractor anticipates difficulty in complying with any contract-level delivery schedule, the Contractor shall immediately provide written notice to the CO and COR. For any Task Order level deliverable, the Contractor shall provide written notification immediately to the CO and COR. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery; provided that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

In the event that a Contractor is non-compliant in submission of deliverables, the Government will reflect the non-compliance in the Contractor's past performance report.

c) Deliverables

Table F-1:

ITEM	SOW REFERENCE	DELIVERABLE / EVENT	DUE BY	DISTRIBUTION
1	2.1, Task 2	Functional Description on Major Changes	NLT 15 business days prior to any planned major change	COR, Contracting Officer, OIP Portal Program Managers
2	4.6	Post Award Conference	NLT 5 business days after award	N/A
3	4.6, 4.7	<i>Draft Contractor Project Plan</i>	NLT 5 business days after award	COR, Contracting Officer

ITEM	SOW REFERENCE	DELIVERABLE / EVENT	DUE BY	DISTRIBUTION
4	4.7	Final Contractor Project Plan	NLT 20 business days after award	COR, Contracting Officer
5	4.8	Original Business Continuity Plan	NLT 30 business days after award	COR, Contracting Officer
6	4.8	Updated Business Continuity Plan	Annually	COR, Contracting Officer
7	4.9	Transition Out Plan	120 calendar days prior to end of base contract year; updated 120 calendar days prior to option year end	COR, Contracting Officer
8	4.9	System Documentation	60 days prior to contract end-date	COR, Contracting Officer
9	4.10	Progress Reports	NLT 5 business days after award	COR, Contracting Officer
10	4.11	Stakeholder Meetings	Weekly with CIO; Monthly with OIP Portal Program Managers	See "Due By"

d) The Contractor shall not use, release to others, reproduce, distribute, or publish the data deliverables or any data first produced in the performance of this contract without first receiving approval from the COR.

F.9.1 Meetings

a) Progress Meetings. The Contractor shall be responsible for keeping the COR informed about Contractor progress throughout the performance period of this contract, and ensure that all contractor activities are aligned with DHS objectives. At a minimum, the Contractor shall review the status and results of its performance with the COR on a monthly basis at scheduled

meetings. These meetings shall be both working and formal sessions to review overall program efforts.

b) **Post Award Conference.** The Contractor shall meet with the CO, COR, the incumbent Service Provider Project Management, and members of the Program Management Office not later than seven (7) calendar days after award to jointly review project management tasks, work assignments, roles, responsibilities, and the proposed schedule for startup and program activities. The Post Award Conference will be held at DHS Science and Technology Directorate, 1120 Vermont Avenue (VTA), Washington, DC.

F.9.2 Reports

a) **Monthly Progress Reports** - The Contractor shall provide a monthly progress report to the Contracting Officer and COR via electronic mail and two hard copies to the COR. This report shall provide monthly cost and performance reporting of all assigned tasks. The contents and formats (MS Word and/or Excel) of the reports shall be specified in the Contract Management Plan. At a minimum, these reports shall include: highlights of support provided, expenditures, projected expenditures for the next reporting period and to term, and major issues affecting cost and performance. The costs portion of the report shall be structured to enable ready discernment of cost trends, projections, and variances. The Program Manager or the Contractor's designated GSA Schedule 70 labor category shall be qualified to act as the Contractor's single point of contact for all technical and administrative matters related to this Task Order. If more than one Task Order is awarded, the reports will be consolidated. This report shall also include a summary of all Contractor work performed, including a breakdown of labor hours by labor category, all direct costs by line item, an assessment of technical progress, schedule status, any travel conducted and any Contractor concerns or recommendations for the previous reporting period.

b) **Transition In Plan** – The Contractor shall provide a transition in plan to the Contracting Officer and COR via electronic mail and two hard copies to the COR. This plan shall address the contractors plan for minimizing impact such that continuity of services will be maintained without disruption. The contractor shall describe how it will achieve full staff support levels with 60 days of award. This report is due 10 business days after award of contract.

c) **Transition Out Plan** – The Contractor shall provide a transition out plan to the Contracting Officer and COR via electronic mail and two hard copies to the COR. This plan shall address the contractors plan for minimizing impact such that continuity of services will be maintained with disruption. The contractor shall describe how it will transition work to the new contractor. This report is due 90 days before the expiration of the contract.

(End of Section F)

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer:

The Contracting Officer (CO) is the only person authorized to approve changes to any of the terms and conditions of this delivery order. In the event the contractor effects any changes at the direction of any person other than the CO, the changes 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 CO shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or modify any term or condition of the contract. The CO is the only individual who can legally obligate government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract, which included any subsequent contract modifications to other specific written authorization from the CO.

The contractor shall not comply with any order, direction or request of government personnel unless it is issued in writing and signed by the CO, or is pursuant to specific authority otherwise included as a part of this contract. No order, statement, or conduct of government personnel, other than the CO, who visits the contractor's facilities or in any other manner communicate with the contractor personnel during performance of this contract shall constitute a change under the Changes clause of this contract.

The procuring and administering CO for this task order is:

Michael Jones, Contracting Officer
U.S. Department of Homeland Security
Office of Procurement Operations
S&T Acquisition Division
245 Murray Lane
Washington, DC 20528-0202
Tel: 202-447-5893
Michael.Jones@hq.dhs.gov

G.2 Contracting Officer Representative

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

The Contracting Officer's Representative for this delivery order is designated in accordance with Homeland Security Acquisition Regulation (HSAR) 3052.242-72 Contracting Officer's Representative,

The designated Primary COR is: TBD

The designated Alternate COR is: TBD

G.3 Marco Macherelli, Contract Specialist
U.S. Department of Homeland Security
Office of Procurement Operations
S&T Acquisition Division
245 Murray Lane
Washington, DC 20528-0202
Tel: 202-447-5964
Marco.Macherelli@hq.dhs.gov

G.4 Invoicing and payment

Invoices shall be prepared in accordance with FAR 52.212-4 (g). In addition, the Contractor's invoice shall include:

- 1) Cover sheet identifying DHS;
- 2) Task Order and GSA Schedule 70 Contract Number;
- 3) Modification Number, if any;
- 4) Data Universal Numbering System (DUNS) Number;
- 5) Month services provided; and
- 6) Contract Line Item Number (CLIN) and Accounting Classifications.

The Contractor shall submit one invoice by the 10th day of each month, in accordance with the delivery schedule in the Task Order.

Invoicing instructions: Invoices shall be submitted to the following addresses: invoiceSAT.consolidation@ice.dhs.gov, and simultaneously a copy to the CORs, TBD and the CO, Michael.Jones@hq.dhs.gov.

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 CO prior to payment approval.

G.5 Task Order Award

The Contractor must be authorized by the Contracting Officer prior to commencing work under the awarded Task Order.

G.6 Task Order Administration

The Contracting Officer is the only individual with the authority to extend the Contractor's period of performance under the Task Order.

The COR has the authority to adjust the number of days/hours ordered within existing labor categories once the total dollar value of labor ordered is not exceeded. The COR must provide approval in writing to the CO before the Contractor may make adjustment. The Contractor must request approval of the CO if revision of days/hours ordered includes the addition of a labor category or if total dollar value of labor would be exceeded.

The total Task Order ceiling price shall include a monetary sub-ceiling for total labor ordered and a separate monetary sub-ceiling for all other direct costs. The COR has the authority to approve revisions of costs within each respective sub-ceiling, provided such revision(s) are within the terms and conditions of the Task Order. However, the COR does not have the authority to approve revisions that exceed the respective sub-ceilings, move costs from one sub-ceiling category to the other, or increase the overall total estimated cost of the TO. COR approvals must be in writing and clearly state that the revision is at no additional cost to the Government.

G.7 Flow Down of Clauses

All applicable GSA Schedule 70 Contract clauses shall flow down to the Task Order. Furthermore, the Task Order pricing will only be changed as a result of a bilateral modification.

G.8 Order of Precedence

In the event of any inconsistencies between the provisions of the Task Order and the Contractor's GSA Schedule 70 Contract, the provisions of the GSA Schedule 70 Contract will take precedence. The Contractor shall not change condition or deviate from the Task Order pricing terms, or cause such to occur. The Contractor shall strictly comply with the terms and conditions of the RFQ and the resulting Task Order.

G.9 Pricing Terms

Requests for price adjustments shall be submitted in writing to the CO for DHS review. The Contractor may voluntarily decrease prices upon written notification to the CO. Price reductions and volume discounting are requested and encouraged. The unit prices will be reviewed annually, or as required to

determine whether further reductions are appropriate. Prices shall not include any fees to the sponsoring organization of any other DHS organization. The Contractor shall be responsible for the fee payments and other filings with DHS in accordance with the terms of its parent GSA Schedule 70 Contract.

G.10 Price Reduction

The unit prices for services available under the Task Order shall be at least as low as the unit prices that the Contractor including any teaming partners identified herein, offers under their GSA Schedule 70 contract. If at any time during the term of the Task Order the prices under the Contractor's DHS Schedule 70 contract becomes lower than the prices under the Task Order, the Task Order will be modified to include the lower prices.

G.11 Order Administration

Task Order and administration will be accomplished by a duly appointed CO assigned by DHS within their warranted authority.

G.12 Termination

Notwithstanding any other provision relating to the Task Order, the DHS Ordering CO may terminate at any time in accordance with the termination provisions contained in FAR 52.212-4 (l) and (m), Termination for Cause or Termination for the Government's Convenience.

G.13 Advertisements, Publicizing Awards, and Releases

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

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

(End of clause)

G.14 Non-Disclosure Agreements

All contractor personnel are required to sign non-disclosure agreements (DHS

Form 11000-6) upon starting work and as deemed necessary under this contract to protect proprietary and/or source selection information. Attachment IV.

(End of Section G)

SECTION H: SPECIAL CONTRACTING REQUIREMENTS

H.1 Logistic Support

DHS will provide information, materials, and forms unique to DHS to the vendor to support certain tasks under this SOW. These will be task specific and issued upon task commencement or as needed during task performance.

The Contractor shall use Government furnished facilities, property, equipment and supplies only for the performance of work under this contract, and shall be responsible for returning all Government furnished facilities, property, and equipment in good working condition, subject to normal wear and tear. Government resources to be provided are as follows:

- Office spaces, computers, telephone, equipment, and supplies deemed necessary by the Government to execute this work.
- Hardware, software, database, and documentation support deemed necessary by the Government to execute this work.

The Contractor shall use Government furnished information, data and documents only for the performance of work under this contract, and shall be responsible for returning all Government furnished information, data and documents to the Government at the end of the period of performance. The Contractor shall not release Government furnished information, data and documents to outside parties without the prior and explicit consent of the Contracting Officer.

H.2 Implementation of E.O. 13224- Executive Order on Terrorist Financing

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with the United States Executive Orders and laws.

H.3 Materials

Contractor purchased materials may be required to support this requirement. The Contractor will be notified by the COR for any such required materials. When required and in accordance with FAR 37.114(b), the Contractor shall:

Submit the documentation required to the COR for approval prior to entering into any equipment lease or purchase agreement. The COR will be required to provide all written documentation to the Contracting Officer.

After Task Order award and obligation of funds for materials by the CO and in accordance with FAR 37.114 (b), the Contractor shall obtain written consent from COR for purchases equal to or exceeding \$3,000.00 dollars with approval from the CO. The DHS S&T COR may NOT lower or raise the aforementioned \$3,000.00 dollars threshold at his/her discretion without prior written approval of the CO. If the DHS CO consents to such purchase, such item shall become the property of DHS. The Contractor will maintain any such items according to currently existing property accountability procedures. The DHS CO/COR will determine the final disposition of any such items.

H.4 Disclosure of Information

a. The Contractor is reminded that information furnished under this contract may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when DHS or the Government determines disclosure is warranted by the FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed releasable.

b. Any information made available to the Contractor by the Government must be used only for carrying out the provisions of this Task Order and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

c. In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

d. Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for the purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. 19 U.S.C. 641. This section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H.5 Section 508 Compliance

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable standards have been identified:

36 CFR 1194.21 – Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

36 CFR 1194.22 – Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous JavaScript and XML (AJAX) then “1194.21 Software” standards also apply to fulfill functional performance criteria.

36 CFR 1194.24 Video and Multimedia Products, applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation shall also comply with the software standards (1194.21) when the presentation is using a Web or Software application interface having user controls available.

36 CFR 1194.26 – Desktop and Portable Computers, applies to all desktop and portable computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.

36 CFR 1194.31 – Functional Performance Criteria applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 – Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required “1194.31 Functional Performance Criteria”, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone

support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

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 COR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply:

36 CFR 1194.2(b) – (COTS/GOTS products), When procuring a product, each agency shall procure products that comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards.

When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires approval from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

36 CFR 1194.3(b) – Incidental to Contract, all EIT that is exclusively owned and used by the Contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those Contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

H.6 Non Personal Services

- a. The services required under the contract constitute professional and management services, which are essential to the mission but not otherwise available within.
- b. The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage their employees and guard against any actions that have the nature of personal services, or give the

perception of personal services. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's further responsibility to notify the Contracting Officer immediately.

- c. These services shall not be used to perform work of a policy/decision making or management nature. All decisions relative to programs supported by the Contractor will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

H.7 Qualifications of Contractor Support

The Government may, at its sole discretion (via the Contracting Officer), direct the Contractor to remove any Contractor employee from DHS facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove an employee.

H.8 Employee Identification

- a. Throughout the duration of the contract, the Contractor shall be in compliance with Executive Order 13526, Classified National Security Information, and Homeland Security PD 12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- b. The Contractor shall coordinate with the COR to assure that any Contractor employee requiring routine access to the DHS offices and laboratories has appropriate Government- issued identification badges and building access cards before the employee enters on duty under this contract or any of its Task Orders. The Government-issued badges shall be worn in plain view, above the waist, at all times.
- c. Within five (5) business days of a Contractor employee's termination, reassignment, or other cessation of need, the Contractor shall return the employee's identification badge(s) and building pass(es) to the COR.
- d. The contractor shall return any unneeded, expired, or non-serviceable Government issued identification badges or building passes to the COR. If an identification badge or building pass is not available to be returned, a report must be submitted to the COR, referencing the badge or card number, name of individual to whom issued, and the last known location and disposition of the badge or card.
- e. Contractor employees visiting Government facilities shall wear an

identification badge that, at a minimum, displays the Contractor name, the employee's photo, name, clearance-level and badge expiration date. Visiting contractor employees shall comply with all Government escort rules and requirements. All contractor employees shall identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

- f. Contractor employees working on-site at Government facilities shall wear a Government issued identification badge. All contractor employees shall identify themselves as Contractors when their status is not readily apparent (in meetings, when answering Government telephones, in e-mail messages, etc.) and display the Government issued badge in plain view above the waist at all times.

H.9 Employee Conduct

The contractor shall be responsible for maintaining satisfactory standards of employee conduct, appearance, and behavior and shall be responsible for taking disciplinary action as may be necessary.

- a. Contractor's employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, security, sanitation, environmental protection, "off limits" areas) when visiting or working at Government facilities. The contractor shall ensure contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States or the Department of Homeland Security.
- b. If through fault or negligence, the contractor, contractor employees, or authorized contractor agents destroy, lose, or damage any Government property, equipment, stock, or supplies during performance of this contract, the Contractor shall repair or replace that property or reimburse the Government for its full replacement cost.
- c. The contractor is responsible for maintaining clean and orderly assigned working spaces. Furniture that may be assigned to the space(s) shall remain in place and not be removed. All telephones are for conducting official Government business.

H.10 Travel and Per Diem

- a. Domestic and International travel will be required in connection with this Task Order. International locations may include the following location: Canada. All travel will require the advanced written approval of the COR. Travelers are required to submit a summary trip report to the COR within five working days

following the completion of travel. Travel shall be in accordance with the Federal Travel Regulation

b. All travel will be reimbursed in accordance with the Federal Travel Regulation (FTR). However, unless approved by the COR, local travel will not be reimbursed within a 50-mile radius of the worksite. The worksite shall be considered the S&T office facility located at 1120 Vermont Avenue (VTA), Washington, DC or the location of the Contractor's on-site Government personnel, whichever is within the 50-mile radius.

If it is determined by the COR that local travel is required from the Government facility at 1120 Vermont Ave NW, to other government facilities is required in order to fulfill the tasks as outlined in the Statement of Work, the contractor may submit an initial request for local travel to the COR.

H.11 Protection of Information

- a. The Contractor agrees to adhere to the procedures governing DHS IT System as outlined in DHS IT Security Program Publication DHS MD 4300. Contractors who fail to comply with Department security policy are subject to having their access to DHS facilities and IT systems terminated.
- b. All Contractor employees using Department automated systems or processing Department sensitive data shall successfully complete periodic security awareness training provided by DHS. Contractor employees with access to classified information shall successfully complete specialized training provided by DHS. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a thorough and consistent understanding of the principles and concepts of IT security. Contractor employees shall not attach (physically or electronically) any unauthorized device to any device on the DHS-net. The COR will provide each Contractor employee (having a demonstrated need), with an Iron Key USB flash drive. The Contractor shall return the Iron Key USB flash drive to the COR, when the Contractor employee's need for it ceases to exist.
- c. Contractor access to proprietary information is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with DHS MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information. The Contractor shall ensure that all Contractor personnel having access to business or procurement sensitive information sign a non-disclosure agreement (DHS Form 11000-6).
- d. With regard to Section 508 compliance, this contract vehicle may require the purchase of electronic and information technology. Any electronic or information technology procured under this acquisition will be incidental to the

overall performance requirements. The Electronic and Information Technology Accessibility Standards are not applicable, per the exception § 1194.3

(b) “This part does not apply to electronic and information technology that is acquired by a contractor incidental to a contract.”

H.12 Protection of Privacy Act Information

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

H.13 Proprietary Information (company-to-company agreements)

The Contractor may be given access to third-parties’ proprietary information during the course of performing this SOW. In accordance with FAR 9.505-4(b), “[a] contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The contracting officer shall obtain copies of these agreements and ensure that they are properly executed.” While the contractor employee(s) may have a non-disclosure agreement (NDA) (DHS Form 11000-6) in place, it does not replace the separate FAR 9.505-4(b) requirement for a “company-to-company” agreement when the latter situation is present. Therefore, before gaining access to third-party information marked as proprietary or upon realizing of an attempt to be provided with such proprietary information, the contractor shall immediately alert the DHS Contracting Officer to obtain direction on whether a “company-to-company” agreement must be sought before proceeding further in reviewing or accessing the proprietary information. If the Contracting Officer indicates a “company-to-company agreement” is required, the contractor shall contract the third party in question and subsequently provide a copy of the finalized agreement to the Contracting Officer shortly following its execution.

H.14 Public Release of Information

Publicity releases and request for publication in connection with this contract shall not be made by the Contractor unless prior written approval has been received from the CO and cleared through appropriate DHS security review.

H.15 Government Furnished Resources

When applicable DHS will provide information, materials, and forms unique to DHS to the vendor to support certain tasks under this SOW. These will be task specific and issued upon task commencement or as needed during task performance.

The Contractor shall use Government furnished facilities, property, equipment and supplies only for the performance of work under this contract, and shall be responsible for returning all Government furnished facilities, property, and equipment in good working condition, subject to normal wear and tear. Government resources to be provided are as follows:

- Office spaces, computers, telephone, equipment, and supplies deemed necessary by the Government to execute this work.
- Hardware, software, database, and documentation support deemed necessary by the Government to execute this work.

The Contractor shall use Government furnished information, data and documents only for the performance of work under this contract, and shall be responsible for returning all Government furnished information, data and documents to the Government at the end of the period of performance. The Contractor shall not release Government furnished information, data and documents to outside parties without the prior and explicit consent of the Contracting Officer.

The Government will provide the Contractor with office space, workspace, general supplies, office equipment, and supplies necessary to perform work that that must be accomplished at the Government work site. The workspaces will be equipped with a computer connected to the DHS- net and a telephone. Only DHS approved computers are permitted to connect to the DHS networks.

H.16 DHS-Furnished Facilities

The Contractor shall use Government furnished facilities, property, equipment and supplies only for the performance of work under this contract, and shall be responsible for returning all Government furnished facilities, property, and equipment in good working condition, subject to normal wear and tear.

The Contractor shall use Government furnished information, data and documents only for the performance of work under this contract, and shall be responsible for returning all Government furnished information, data and documents to the Government at the end of the period of performance. The Contractor shall not release Government furnished information, data and documents to outside parties without the prior and explicit consent of the Contracting Officer.

H.17 Contractor Furnished Property

The Contractor shall furnish all facilities, materials, equipment and services necessary to fulfill the requirements of this contract, except for the Government Furnished Resources specified in Section H.18.

H.18 Claims

Notwithstanding the claim period Stated in FAR 52.233-1, Disputes, and pursuant to FAR 33.206, Initiation of a Claim, the contractor agrees to submit any claim related to this contract within 12 months after accrual.

H.19 Past Performance Evaluation

Past performance information is relevant for future TO source selection purposes, regarding a Contractor's actions under previously awarded TOs under the same contract. It includes, but is not limited to, the Contractor's record of conforming to contract requirements and to standards of good workmanship; the Contractor's adherence to contract schedules, including the administrative aspects of performance; the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's business-like concern for the interests of the customer.

In accordance with DHS FAR Class Deviation 11-03, applicable to instruments awarded after August 11, 2011, requires evaluations for all supply contracts and orders that exceed \$500,000, and for all service contracts and orders that exceed \$1,000,000, except as provided in (d) below. Evaluation thresholds for other types of contracts and orders established by FAR 42.15 paragraphs (e) and (f) remain unchanged. For instruments awarded prior to August 11, 2011, evaluations are required for all contracts, including task and delivery orders, which exceed the simplified acquisition threshold, or other thresholds established by FAR 42.15 except as provided in (d) below. Notwithstanding that, however, Components shall prioritize assessments of contracts and orders that: 1) use high-risk vehicles, such as cost-reimbursement, time-and-materials type, or award fee contracts, 2) are complex in nature, such as large software development and implementation contracts, or 3) involve high dollar values or major acquisitions, regardless of the contract type. Interim evaluations shall be performed on contracts and orders exceeding one year in duration (but see FAR 42.1502 (h)) to assist with improving the contractor's marginal performance and identifying any major deficiencies. For Task Order or delivery order contracts and blanket purchase agreements awarded by DHS Offices or Components, contractor performance evaluations may be consolidated for orders that are (A) issued by the same office and (B) performed at the same location (e.g., performed at the same facility).

The DHS Office of Procurement Operations uses Contractor Performance

Assessment Reporting System (CPARS), a web-enabled application to collect and manages the library of automated Contractor performance assessments. CPARS is for UNCLASSIFIED use only. Classified information is not to be entered into the CPARS system. An assessment evaluates a Contractor's performance, both positive and negative, and provides a record on a given Contractor during a specific period, under a specific contract or Task Order. Each assessment is based on objective facts and supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, production management reviews, Contractor operations reviews, functional performance evaluations, and earned contract incentives. The CPARS automated information system contains management and technical controls to ensure that only authorized personnel have access to the data. CPARS is located <https://www.cpars.csd.disa.mil>.

Contractors that are not familiar with CPARS are encouraged to attend the online Contractor Overview (two (2) hours). This training will give the Contractor an understanding of the Contractor Representative and Contractor Corporate Senior Management levels of access, the policies and regulations governing. The training is located at:
http://www.cpars.csd.disa.mil/allapps/cpartrng/webtrain/webtrain_all.htm.

Contractors shall provide a CPARS POC upon award of this Task Order to include name, phone number, and e-mail address. The contractor may provide a company e-mail account (i.e., xyzCPARS@xyz.com) so that past performance notifications can be sent to the designated e-mail address.

H.20 Subcontractor Team

If the Contractor proposes to use subcontractors, the request must include duly executed teaming agreements by the parties of the Contractor's team. Letters of commitment are acceptable examples of teaming agreements and are considered teaming agreements for the purpose of responses to this solicitation. If submitted, letters of commitment shall include, at a minimum: (1) signatures of the principals and/or owners of the respective parties; 2) statements on the division of tasks, relationship of the parties, and responsibilities of parties; and 3) statements on the handling of disputes. Letters of commitment must state that they are valid and in effect for a period of not less than five (5) years.

H.21 Key Personnel

Key personnel are those contractor personnel considered essential to the performance of the Task Order. See SOW Section C, 4.0 "Key Personnel".

If the Government determines that certain personnel are "key" to successful

completion of a TO, they will be designated as "Key TO Personnel" in the TO in accordance with HSAR 3052.215-70. "Key To Personnel" is defined as follows:

- (a) Personnel identified in the Task Proposal as key individuals to be assigned for participation in the performance of the TO and who may, at the discretion of the Government, be interviewed to verify résumé representations;
- (b) Personnel whose résumés were submitted with the TO Proposal; or
- (c) Individuals who are designated as key personnel by agreement between the Government and the Contractor during TO negotiations.

H.22 Procurement Integrity – Special Task Order Provisions

All Contractor personnel, and subcontractors who will be personally and substantially involved in the performance of services issued under this Task Order which requires the Contractor to provide advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" Form (See Attachment III). This is required prior to the commencement of any work and whenever replacement personnel are proposed.

A Non-Disclosure Agreement (NDA), DHS Form 11000-6, shall be signed by all Contractor employees assigned to perform services *prior* to any work commencing on the TO by those individuals.

H.23 Prohibition on Contractor Support of Congressional Testimony, Responses, Reports; also, agency responses to the IG, GAO, or other Federal Audit Entities

Contractor employees are prohibited from the drafting of Congressional testimony, responses to Congressional correspondence, or agency responses to audit reports from the Inspector General, the Government Accountability Office, or other Federal audit entity (in accordance with FAR 7.503(c)(20) and HSAM 3037.103(e)).

H.24 Implementation of E.O. 13224- Executive Order on Terrorist Financing

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with the United States Executive Orders and laws.

H.25 Organizational Conflict of Interest Notice

(a) The Contractor should be aware that they may be deemed ineligible to participate in this acquisition because of an organizational conflict of interest (OCI) (see FAR 9.5, Organizational and Consultant Conflicts of Interest). The Contractor should carefully examine and comply with HSAR 3052.209-72, Organizational Conflict of Interest, found in Section I of this solicitation. A Contractor's eligibility or ineligibility to participate in the current acquisition is determined by the contracting officer.

(b) The Contractor should be aware that the type of work required by this acquisition may give rise to an OCI that may restrict the Contractor's ability to compete for follow-on work. These types of OCI do not generally lend themselves to successful mitigation (see FAR 9.5, Organizational and Consultant Conflicts of Interest). The Contractor should carefully examine and comply with HSAR 3052.209-73, Limitation of Future Contracting, found in Section I of this solicitation. A Contractor's eligibility or ineligibility to participate in a future acquisition is determined by the contracting officer.

H.26 Incremental Funding Fixed Price and/or Labor Hours and Time and Material Contracts During a Continuing Resolution (CR)

In the event that the Government is operation under a CR, the following procedures will apply:

(a) Contract line item(s) listed below are incrementally funded or fully funded as shown in the below table. For these item(s), the sum of \$ * of the total price is presently available for payment and allotted to this contract. This funding table will be updated in each contract action that provides additional funds, if any.

CLIN	CLIN Price	Currently Allotted Funding	Funds Required for Complete Funding

(b) For item(s) identified in paragraph (a) as not fully funded, the Contractor agrees to perform up to the point at which the total amount payable by the

Government, including reimbursement of authorized termination costs in the event of termination of those item(s) for the Government's convenience, does not exceed the total amount currently allotted to the items not fully funded under the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The total amount payable by the Government in the event of such termination of those contract line item(s) identified in paragraph (a) above includes costs, profit, and estimated/negotiated termination settlement costs for those item(s). The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the line items of the contract regardless of anything to the contrary in any other clause, such as the clause entitled "Termination for Convenience of the Government" or paragraph (l) entitled "Termination for the Government's Convenience" of the clause at FAR 52.212-4, "Commercial Terms and Conditions-Commercial Items."

(c) Notwithstanding paragraph (i) of this requirement, the Contractor will notify the Contracting Officer in writing at least__ thirty____(or insert ninety or sixty) days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this contract. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract authorizing termination for the convenience of the government, such as the clause entitled "Termination for Convenience of the Government" or paragraph (l) entitled "Termination for the Government's Convenience" of the clause at FAR 52.212-4, "Commercial Terms and Conditions-Commercial Items."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a), the parties will agree as to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) The Government may at any time prior to termination, allot additional funds for the performance of the contract line item(s) identified in paragraph (a).

(f) The termination provisions of paragraphs (a) through (i) do not limit the rights of the Government under the clause entitled “Default” or “Termination for Cause.” The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a). This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled “Termination for Convenience of the Government” or paragraph (l) entitled “Termination for the Government’s Convenience” of the clause at FAR 52.212-4, “Commercial Terms and Conditions-Commercial Items.”

(h) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(i) The parties contemplate that the Government will allot funds to this contract from time to time as the need arises and as funds become available. There is no fixed schedule for providing additional funds.

* To be inserted after negotiation.

H.27 Special Acquisition Requirements (FAR 37.114(c))

All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

(End of Section H)

SECTION I - CONTRACT CLAUSES

The Contracting Officer may include additional contract clauses in the Task Order, other than those enumerated in section I, such as (1) additional “required when applicable” FAR clauses, (2) activity or Component clauses, (3) unmentioned FAR alternate clauses, and (4) Task Order specifically tailored clauses.

I.1 FAR 52.252-2-Clauses Incorporated By Reference (Feb. 1998)

The Contractor’s GSA Schedule 70 Contract clauses are incorporated into this Task Order. This Task Order also 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 FAR clause or DHS specific clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

Table I-1: FAR Clause

Clause	Title	Date
52.202-1	Definitions	Nov 2013
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant against Contingent Fees	May 2014
52.203-7	Anti-Kickback Procedures	May 2014
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	Apr 2014
52.204-4	Printed or Copied Double Sided on Recycled Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-14	Service Contract Reporting Requirements	Oct 2016
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
52.212-4 with Alt. 1	Contract Terms and Conditions – Commercial Items Alternate I	Oct 2018; Jan 2017
52.215-2	Audit and Records – Negotiation	Oct 2010
52.216-7	Allowable Cost and Payment	Aug 2018
52.222-54	Employment Eligibility Verification	Oct 2015
52.224-2	Privacy Act	April 1984
52.227-14	Rights in Data-General	May 2014
52.227-16	Additional Data Requirements	Jun 1987
52.228-5	Insurance—Work on a Government Installation	Jan 1997

52.230-2	Cost Accounting Standards	Oct 2015
52.230-3	Disclosure and Consistency of Cost Accounting Standards	Oct 2015
52.230-6	Administration of Cost Accounting Standards	Jun 2010
52.232-7	Payments under Time and Materials and Labor Hour Contracts	Aug 2012
52.232-17	Interest	May 2014
52.232-25	Prompt Payment	Jan 2017
52.232-33	Payment by Electronic Funds Transfer System for	

	Award Management	Oct 2018
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.242-3	Penalties for Unallowable Costs	May 2014
52.244-6	Subcontracts for Commercial Items	Jan 2019
52.245-1	Government Property	Jan 2017
52.246-25	Limitation of Liability-Services	Feb 1997
52.253-1	Computer Generated Forms	Jan 1991

I.2 FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—
 - (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
 - (i) Government personnel and authorized users performing business on behalf of the Government; or
 - (ii) The Contractor, when viewing data on itself; and
 - (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c) (1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must remove the posting from FAPIIS within seven (7) calendar days and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I.3 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (JAN 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation

(FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

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

(3) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (*Nov 2015*).

(4) [52.233-3](#), Protest After Award (*Aug 1996*) ([31U.S.C.3553](#)).

(5) [52.233-4](#), Applicable Law for Breach of Contract Claim (*Oct 2004*) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (*Sept 2006*), with Alternate I (*Oct 1995*) ([41 U.S.C.4704](#) and [10 U.S.C.2402](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct 2015*) ([41 U.S.C. 3509](#))).

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

___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct 2018*) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

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

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

___ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct 2015*) ([31 U.S.C. 6101 note](#)).

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

2313).

__ (10) [Reserved].

__ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (*Nov 2011*) ([15 U.S.C.657a](#)).

__ (ii) Alternate I (*Nov 2011*) of [52.219-3](#).

__ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (*Oct 2014*) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

__ (ii) Alternate I (*Jan 2011*) of [52.219-4](#).

__ (13) [Reserved]

X (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (*Nov 2011*) ([15 U.S.C.644](#)).

__ (ii) Alternate I (*Nov 2011*).

__ (iii) Alternate II (*Nov 2011*).

__ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (*June 2003*) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (*Oct 1995*) of [52.219-7](#).

__ (iii) Alternate II (*Mar 2004*) of [52.219-7](#).

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

__ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (*Aug2018*) ([15 U.S.C. 637\(d\)\(4\)](#))

__ (ii) Alternate I (*Jan 2017*) of [52.219-9](#).

__ (iii) Alternate II (*Nov 2016*) of [52.219-9](#).

__ (iv) Alternate III (*Nov 2016*) of [52.219-9](#).

__ (v) Alternate IV (*Aug 2018*) of [52.219-9](#)

__ (18) [52.219-13](#), Notice of Set-Aside of Orders (*Nov 2011*) ([15 U.S.C. 644\(r\)](#)).

__ (19) [52.219-14](#), Limitations on Subcontracting (*Jan 2017*) ([15 U.S.C.637\(a\)\(14\)](#)).

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

__ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (*Nov 2011*) ([15 U.S.C. 657f](#)).

__ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (*Jul 2013*) ([15 U.S.C. 632\(a\)\(2\)](#)).

__ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (*Dec 2015*) ([15 U.S.C. 637\(m\)](#)).

__ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns

Eligible Under the Women-Owned Small Business Program (*Dec2015*) ([15 U.S.C. 637\(m\)](#)).

X (25) [52.222-3](#), Convict Labor (*June 2003*) (E.O.11755).

X (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (*Jan 2018*) (E.O.13126).

X (27) [52.222-21](#), Prohibition of Segregated Facilities (*Apr 2015*).

X (28) (i) [52.222-26](#), Equal Opportunity (*Sept 2016*) (E.O.11246).

X (ii) Alternate I (*Feb 1999*) of [52.222-26](#).

X (29) (i) [52.222-35](#), Equal Opportunity for Veterans (*Oct 2015*) ([38 U.S.C. 4212](#)).

__ (i) Alternate I (*July 2014*) of [52.222-35](#).

- _X_ (30) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul 2014*) ([29 U.S.C.793](#)).
- ___ (ii) Alternate I (July 2014) of [52.222-36](#).
- _X_ (31) [52.222-37](#), Employment Reports on Veterans (*Feb 2016*) ([38 U.S.C. 4212](#)).
- _X_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496).
- _X_ (33) (i) [52.222-50](#), Combating Trafficking in Persons (*Jan 2019*) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (*Mar 2015*) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (34) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (35) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (*May 2008*) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (*May 2008*) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun 2016*) (E.O. 13693).
- ___ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun2016*) (E.O. 13693).
- ___ (38) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (*Oct 2015*) of [52.223-13](#).
- ___ (39) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (*Jun2014*) of [52.223-14](#).
- ___ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec 2007*) ([42 U.S.C. 8259b](#)).
- ___ (41) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (*Jun 2014*) of [52.223-16](#).
- _X_ (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).
- ___ (43) [52.223-20](#), Aerosols (*Jun 2016*) (E.O. 13693).
- ___ (44) [52.223-21](#), Foams (*Jun2016*) (E.O. 13693).
- ___ (45) (i) [52.224-3](#) Privacy Training (*Jan2017*) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (*Jan 2017*) of [52.224-3](#).
- ___ (46) [52.225-1](#), Buy American-Supplies (*May 2014*) ([41 U.S.C.chapter 83](#)).

— (47) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (*May* 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

— (ii) Alternate I (*May* 2014) of [52.225-3](#).

— (iii) Alternate II (*May* 2014) of [52.225-3](#).

— (iv) Alternate III (*May* 2014) of [52.225-3](#).

— (48) [52.225-5](#), Trade Agreements (*Aug 2016*) ([19 U.S.C.2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (*June* 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

— (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (*Nov*2007) ([42 U.S.C. 5150](#)).

— (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov*2007) ([42 U.S.C. 5150](#)).

— (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb* 2002) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

— (54) [52.232-30](#), Installment Payments for Commercial Items (*Jan*2017) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

X (55) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct*2018) ([31 U.S.C. 3332](#)).

— (56) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul* 2013) ([31 U.S.C.3332](#)).

— (57) [52.232-36](#), Payment by Third Party (*May* 2014) ([31 U.S.C.3332](#)).

— (58) [52.239-1](#), Privacy or Security Safeguards (*Aug* 1996) ([5 U.S.C. 552a](#)).

— (59) [52.242-5](#), Payments to Small Business Subcontractors (*Jan* 2017) ([15 U.S.C. 637\(d\)\(12\)](#)).

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

— (ii) Alternate I (*Apr* 2003) of [52.247-64](#).

— (iii) Alternate II (*Feb* 2006) of [52.247-64](#).

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

- (1) [52.222-17](#), Nondisplacement of Qualified Workers (*May* 2014)(E.O. 13495).
- (2) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C. chapter 67](#)).
- (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May* 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- _X_ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (*Aug* 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May* 2014) ([29 U.S.C.206](#) and [41 U.S.C.chapter 67](#)).
- (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) ([41 U.S.C.chapter 67](#)).
- (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C.chapter 67](#)).
- (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).
- (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).
- (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) ([42 U.S.C. 1792](#)).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items.
- Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct* 2015) ([41 U.S.C. 3509](#)).

- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul* 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.219-8](#), Utilization of Small Business Concerns (*Oct* 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (v) [52.222-17](#), Nondisplacement of Qualified Workers (*May*2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
- (vii) [52.222-26](#), Equal Opportunity (*Sept* 2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C.4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C.4212](#))
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (*Aug* 2014) ([41 U.S.C. chapter 67](#)).
- (xiii) (A) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (B) Alternate I (*Mar*2015) of [52.222-50](#)([22 U.S.C. chapter 78](#) and E.O 13627).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May*2014) ([41 U.S.C.chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C.chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (*Oct* 2015) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (*Jan* 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (*Jan* 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

(End of clause)

I.4 FAR 52.215-19 Notification of Ownership Changes (Oct 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur because of a change in ownership.
- (b) The Contractor shall--
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.5 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 30 Days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 five (5) years.

(End of clause)

HSAR Clauses Incorporated By Full Text

The following Homeland Security Acquisition Regulation (HSAR) clauses are provided in full text. All HSAR clauses shall flow down to all subcontractors as applicable:

I.6 HSAR 3052.204-71 Contractor Employee Access (Sep 2012) with Alternate I (Sep 2012) and Alternate II (Jun 2006)

- (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 (September 2012)

(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.
- (1) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

(End of clause)

Alternate II (June 2006)

- (g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.
- (h) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

I.7 HSAR 3052.205-70 Advertisements, Publicizing Awards and Releases (Sep 2012)

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

(End of clause)

I.8 HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun. 2006)

- (a) Prohibitions. Section 835 of the Homeland Security Act, [6 U.S.C. 395](#), prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.
- (b) Definitions. As used in this clause:

Expanded Affiliated GrONL means an affiliated grONL as defined in [section 1504\(a\) of the Internal Revenue Code of 1986](#) (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting ‘more than 50 percent’ for ‘at least 80 percent’ each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, [6 U.S.C. 395](#), would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)--

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated grONL which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated grONL. Person, domestic, and foreign have the meanings given such terms by [paragraphs \(1\), \(4\), and \(5\) of section 7701\(a\) of the Internal Revenue Code of 1986](#), respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) stock held by members of the expanded affiliated grONL which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, [6 U.S.C. 395\(b\)\(1\)](#).

(1) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(2) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, [6 U.S.C. 395\(b\)](#) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of [section 482 of the Internal Revenue Code of 1986](#)) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) Warrants;
- (ii) Options;
- (iii) Contracts to acquire stock;
- (iv) Convertible debt instruments;
- (v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) Disclosure. The contractor represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through [3009.104-73](#);

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through [3009.104-73](#), but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through [3009.104-73](#), but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

I.9 HSAR 3052.209-73 Limitation of Future Contracting (Jun. 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting is as follows:

(1) Potential offerors may have had access to non-public Government information that would provide an unfair competitive advantage under the present solicitation,

(2) Potential offerors may have an unfair competitive advantage because they developed or established the ground rules for the present solicitation, or

(3) Potential offerors may have an unfair competitive advantage because they have been in a position to evaluate other potential competitors or they had access to the non-public information of other potential competitors under this solicitation.

(4) Potential offerors have a conflicting role that will prevent them from providing unbiased advice or assistance.

(5) See HSAR 3052.209-72 for the limitation on future contracting.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

____(1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

____(2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the

Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestitures that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

(End of clause)

I.10 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:

The Program Manager shall be responsible for comprehensive account support for this contract, and act as the central point of contact with the Government for all contract-level issues. The Program Manager will represent the Contractor at all post-award contract-level meetings.

(End of clause)

I.11 HSAR 3052.228-70 Insurance (Dec 2003)

In accordance with the clause entitled "Insurance - Work on a Government Installation" in Section I, insurance of the following kinds and minimum amounts shall be furnished at any time at the request of the CO and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The Contractor shall, as a

minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The Contractor shall, as a minimum, meet the requirements specified at
(FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

(End of clause)

I.12 3052.242-72 Contracting Officer's Technical Representative (Dec 2003)

- a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

(End of Section I)

SECTION J – LIST OF ATTACHMENTS

- Attachment I: Task Order Pricing Schedule
- Attachment II: Statement of Work (SOW)
- Attachment III: DHS Official Seal Usage Approval F
- Attachment IV: DHS Non-Disclosure Agreement Form

(End of Section J)

SECTION K - REPRESENTATIONS AND CERTIFICATIONS

In accordance with FAR 52.212-3 (Offeror Representations and Certifications), representations and certifications must be on file and accessible via the System for Award Management (SAM) portal. Such representation and certification should have been done in conjunction with each quoter's selection as a GSA Schedule 70 contract holder.

(End of Section K)

SECTION L – REQUEST FOR PROPOSAL INSTRUCTIONS, CONDITIONS, AND NOTICES TO QUOTERS

This acquisition will be conducted under the auspices of the DHS Procurement Innovation Lab (PIL). The PIL is a virtual lab that experiments with innovative techniques for increasing efficiencies in the procurement process and institutionalizing best practices. There is nothing you need to do differently for this requirement. The PIL project team may reach out to successful and unsuccessful Quoters, after award, to assess effectiveness of the procurement process and the innovative techniques applied. The anonymous feedback will be used to further refine DHS procurement practices. Additional information on the PIL may be found here-- <https://www.dhs.gov/pil>.

L.1 52.216-1 -- Type of Contract (APR 1984)

The Government contemplates award of a Labor Hours Task Order.

L.2 Questions

Any questions regarding this solicitation must be submitted via email to Contracting Officer at Michael.Jones@hq.dhs.gov and Contract Specialist at Marco.Macherelli@hq.dhs.gov no later than **5:00pm EST on July 7, 2019**. The Quoter must include the solicitation number in the subject line of the email.

L.3 Phased Procurement

The Government intends to conduct this procurement through a phased proposal submission and phased evaluation.

**A notional schedule for
is below:**

Event	Date
Phase I Proposals Due	July 10, 2019
Notification of Advisory Down Select, and Schedule for Oral Presentations, as applicable	July 20, 2019
Phase II Proposals Due	August 3, 2019
Oral Presentations	August 7, 2019
Award	August 17, 2019

L.4 Proposal Due Date and Submission

(a) The quoters shall submit the proposal volumes associated with Phase I via email to Michael.Jones@hq.dhs.gov and Marco.Macherelli@hq.dhs.gov no later than **2:00pm EST on July 10, 2019**. **Further instructions for Phase II volume submission will be provided after the Government completes its evaluation of quotes received in response to Phase I.**

No other methods of submission will be accepted.

The Government is not liable for any expenses incurred by the Quoters in developing and submitting quotes for this solicitation.

L.5 Instructions for Phase I Proposal Preparation

The following instructions are for the preparation and submission of proposals. The purpose of this section is to establish requirements for the format and content of proposals so that proposals contain all essential information and can be evaluated equitably. Quoters are instructed to read the entire solicitation document, including all attachments, prior to submitting questions and/or preparing your offer. Omission of any information from the quote submission requirements may result in rejection of the offer.

- (1) Quoters are expected to follow the detailed proposal preparation instructions fully and carefully. The Government will rely on the information provided by the Quoters to evaluate the proposals. It is therefore imperative that Quoters carefully follow the instructions set forth below and submit their proposals in the format and with the content specified below, providing all requested information.
- (2) Proposals that fail to provide information in the format requested may be found unacceptable and may be rejected without further consideration if the Contracting Officer determines that a significant revision or addendum to the Quoter's proposal would be required to permit further evaluation, and especially if the incompleteness of the proposal or errant formatting of the quote appears to be due from a lack of diligence or competence of the Quoters.
- (3) The instructions provided have been specifically tailored to the evaluation procedures to be applied for proposal evaluations. They are designed to ensure the submission of information essential to the understanding and comprehensive validation and evaluation of proposals. Clarity and completeness are of utmost importance to the proposal. The relevance and conciseness of the proposal is important. The Quoters are responsible for the accuracy and completeness of its proposal. The proposal shall be valid for one hundred and eighty (180) calendar days from the proposal due date.

L.6 Page Size and Font

Number of Pages – No more than 12 single-sided pages. If the technical proposal is longer than this page-count limitation, the excess pages shall not be reviewed nor evaluated. The page count for the technical proposal is exclusive of the cover letter, cover page, table of contents, resume.

Paper size shall be 8 1/2 by 11-inch white paper with printing on one (1) side only, using 12 point font. No reduction is permitted except for organization charts or other graphic illustrations, or in headers/footers. In those instances where reduction is allowable, Quoters shall ensure that the print is easily readable; no less than 8 point font on graphs and 10 point font on tables. Each page shall have adequate margins on each side (at least one (1) inch) of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1" margin space. Pages that exceed the maximum page limitation will not be evaluated.

For the electronic copy of the quote, each file shall be submitted in a format readable by Microsoft Office 2013 or searchable PDF.

L.7 Proposal Content (Phase I and Phase II)

Naming Convention	Tab Title	Associated Evaluation Criteria
Volume I: Technical and Management (Phase I)		
Tab A (Document)	Technical Approach: Migration and Implementation (5 page limit)	1
Tab B (Document)	Resumes of Proposed Key Personnel (2 pages/resume; 1 resume for each proposed Key Personnel) Not included in page count.	2
Tab C (Document)	Prior Demonstrated Experience (4 page limit)	3
Tab D (Document)	Staffing (3 page limit)	4
Volume II: Oral Presentations (Phase II)		
Oral Presentation	Portal Demonstration: Demonstration of key functions	5
Tab A (Document)	PowerPoint Slides for Oral Presentation (25 Slide Limit) – NOT EVALUATED	N/A
Volume III: Business & Pricing (Phase II)		
Tab A (Document)	Quotation Cover/Transmittal Letter	N/A
Tab B (Document)	GSA Pricing Schedule	6
Tab C (Document)	HSAR Clause 3052.209-70 (f) Disclosure and HSAR Provision 3052.209-72 (c) Disclosure and HSAR	N/A
Tab D (Document)	HSAR 3052.209-72 – Organizational Conflict of Interest (c) Disclosure and Mitigation Plan (if applicable)	N/A
Tab E (Document)	Pricing Excel Workbook (Attachment 1)	6
Tab F (Document)	Proposal Assumptions, Exceptions and Dependencies	1-6, as applicable

Information contained in each volume shall be complete to the extent that evaluation of each tab may be accomplished independently of, and concurrently with, evaluation of the other. Your responses must demonstrate that both your firm and personnel can successfully complete this project. Quoters shall strictly adhere to the page limits.

NO PRICE INFORMATION IS TO BE INCLUDED IN VOLUME I AND II

L.8 Instructions - Phase I

Volume I – Technical and Management Volume (Phase I)

Tab A: Criteria 1 - Technical Approach/Migration and Implementation (5 page limit)

The Quoter shall also demonstrate the sufficiency of its approach to engaging the customer to obtain and/or share information required for the migration and implementation, including requirements gathering sessions, project status meetings, and training approach.

Tab B: Criteria 2- Prior Demonstrated Experience (4 page limit)

The Quoter shall identify its three previous or current contracts that are most similar in size, scope, and complexity to the work of this acquisition to demonstrate its experience to perform this work. This should be the Quoter's own experience as a prime or subcontractor; experience from a proposed subcontractor shall not be submitted. The Quoter shall describe how each contract is similar to (and dissimilar to) this work, and shall provide sufficient information related to past or current design, maintenance and enhancement efforts associated with systems similar to the portal requirements described in the Statement of Work; as well as completeness of demonstration of an example system and discussion of performance characteristics and contractor's actions toward design, maintenance and enhancement of that system for the Government to evaluate its level of confidence in the ability of the Quoter to perform the requirements of the RFQ. The Quoter shall also demonstrate that it has successfully operated and maintained systems similar to the scope and complexity of this requirement. The sum total of quoter's three submitted demonstrated experiences must total at least \$5,000,000.00.

Tab C: Criteria 3 - Resumes of Proposed Key Personnel (2 pages/resume; 1 resume for each proposed Key Personnel)

The Quoter shall provide resumes for the Project Manager and any other proposed Key Personnel to support the IPP Program Management and Technical Support Services in accordance with the requirements below.

The resumes shall clearly demonstrate how each of the proposed Key Personnel meet the Quoter's IT Schedule 70 contract requirements for education and experience for the specified labor category proposed, as well as the additional IPP specific requirements for Project Manager.

The resumes shall identify the proposed Key Personnel as either "existing employee of the Prime Contractor" or "existing employee of the Prime's Major Subcontractor." If not an existing employee of the Prime or Prime's Major Subcontractor, the resume shall clearly state that the proposed key personnel has confirmed placement for the proposed position if an award is received" and a Tentative/Contingent Offer letter shall also be provided which documents that the proposed key personnel has accepted the proposed position if an award is received. The Tentative/Contingent Offer letters are not included in the page count for Volume I, Tab B.

The Key Personnel and their associated requirements are identified in the Statement of Work.

Other Proposed Key Personnel

The Quoter shall submit resumes for any number of additional Key Personnel that possess skillsets the Quoter identifies as crucial for successful performance under the resultant task order.

The intent of permitting Quoters flexibility in identifying additional Key Personnel is to provide the Quoter an opportunity to staff the task order as most appropriate to the Quoter's proposed technical solution and approach to the work.

In addition to describing the experience and education of proposed Key Personnel, the submitted resumes for all additional proposed Key Personnel shall also document a) the role the proposed Key Personnel will serve under the resultant task order and the associated labor category and level from the Quoter's approved GSA IT Schedule 70 Labor Categories, b) the specific crucial skillset that is being met by the proposed Key Personnel and c) the level of effort for all periods of performance which will be associated with the proposed Key Personnel.

Tab D: Criteria 4 - Staffing (3 page limit)

The staffing plan should describe the manner in which the Quoter intends to recruit, hire, retain and develop qualified staff, as well as the OEM certification training process that its personnel receives, maintaining of professional credentials and the continuing learning opportunities available to its personnel.

L.9 Advisory Down-Selection Notification

After the Government completes evaluation Criteria 1, 2, 3 and 4, Quoters will receive an advisory notification via e-mail from the Contracting Officer. This notification will advise the Quoter of the Government's advisory recommendation to proceed or not to proceed with Phase II submission. Quoters who are rated most highly for criteria 1, 2, 3 and 4 will be advised to proceed to Phase II of the quote submission process. Quoters who were not among the most highly rated will be advised that they are unlikely to be viable competitors, along with the general basis for the Government's advisory recommendation. The intent of this advice is to minimize quote development costs for those Quoters with little to no chance of receiving an award. Quoters should note that Phase I evaluation criteria are more important than Phase II evaluation criteria.

The Government intends to provide no more than 5 Quoters with an advisory notification to proceed. However, the Government's advice will be a recommendation only, and those Quoters who are advised not to proceed may elect to continue their participation in the procurement.

Failure to participate in Phase I of the procurement precludes further consideration of a Quoter. Phase II submissions will not be accepted from Quoters who have not submitted Phase I proposals by the due date and time stated in this solicitation. For those Quoters that are rated most highly and advised to proceed to Phase II of the quote submission process, the Contracting Officer will include the Phase II submission instructions on the advisory notification, including the date, time and exact location of the Quoter's scheduled oral presentation, as well as the due date for the written portion of the Phase II submission. The Phase II written submission due date will be a minimum of 3 weeks from the date of the advisory notification, and oral presentations will be scheduled after the submission of written Phase II proposals. The Government recommends Quoters to begin preparation of Phase II

quotations only after receipt of the Phase 1 advisory down-select notice.

Those Quoters that received advisory notification not to proceed to Phase II, but regardless choose to proceed to Phase II, shall send an email to Michael.Jones@hq.dhs.gov, and Marco.Macherelli@hq.dhs.gov not later than 24 hours after receipt of the advisory recommendation not to proceed, indicating its intent to participate in Phase II. After the Contracting Officer receives notice from the Quoter stating its intent to participate in Phase II despite the Government's advisory notification not to proceed, the Contracting Officer will send a separate e-mail with Phase II submission instructions within 2 business days.

L.10 Instructions - Phase II

The Government's notification to Quoters after evaluation of Phase I quote submissions will include the due date for Phase II written submissions, as well as the scheduled time for Quoters oral presentations. The due date for Phase II written submissions will be prior to the scheduled oral presentations.

Volume II: Oral Presentation (Phase II)

Tab A: PowerPoint Slides for Oral Presentation – Proposed Demonstration of Key Functions (Criteria 5) (25 Slide Limit) – (OPTIONAL) SLIDES ARE NOT EVALUATED

Oral Presentation - Proposed Industry Partnerships (OIP) Portal Solution (Criteria 5)

The Quoter's oral presentation shall provide the Government an understanding of the Quoter's proposed OIP Portal Solution. The oral presentation shall address the solution, plans and resources necessary to satisfy all SOW objectives. In detailing its target solution, the Quoter shall provide capability of portal requirements focusing on file management, user access, user interface features and embedded training. The Quoter shall detail:

- a. How its proposed OIP Portal Solution's governance process is sufficient to manage the implementation of the DHS application under a resultant contract;
- b. The sufficiency of firm's ability to resolve problems, address workflow process stability, manage system upgrades, and troubleshoot unforeseen problems;
- c. Demonstrated experience with the SOW requirements for O&M Support including the CONOPS Document (SOW Section XYZ) or similar CONOPS;
- d. The quoter's demonstration and knowledge of the governance process utilized to evaluate changes, and the impact of potential changes, to the DHS application provides for "as needed" and elastic surge capability designed to provide sufficient system resources during instances of peaks or surges in user activity and transactions, while also remaining cost effective.

Quoters may submit PowerPoint slides to accompany their oral presentations. The slide limit is 25 however the Quoter is reminded to consider that the oral presentation is time-boxed and is encouraged to consider how many slides can be adequately covered during the oral presentation. *The 25 slides to be submitted with the oral presentation WILL NOT BE EVALUATED. The content*

of the oral presentation is being evaluated and any material not presented at the oral presentation will not be considered in the evaluation regardless if it was included in the slide deck.

Exchanges during Oral Presentation: The Government intends for the oral presentation to be an interactive dialogue between the Quoter and the Government. These exchanges are viewed as a component of the oral presentation itself and do not constitute discussions.

Location: Oral presentations will be held at a DHS/S&T office within the Washington, DC area. The order in which Quoters are scheduled for oral presentations will be randomly selected by the Government. The presentation may be recorded by the Government. The recording is source selection sensitive and will be handled accordingly. The Quoter retains full responsibility for ensuring its participants are able to gain access into the oral presentation location.

Quoter Participants: The Quoter's participants in the oral presentations shall be limited to the Key Personnel proposed by the Quoter in the quote submission, as well as the responsible corporate official. No more than three (3) total Quoter Participants shall attend the oral presentation.

Within two (2) calendar days of notice that the Quoter has been invited to participate in an oral presentation, the Quoter shall provide the Contracting Officer with the name, current employer/company, and e-mails of the Quoter Participants for the oral presentation.

Format for Oral Presentation:

The Government intends for the oral presentation to proceed as follows:

Oral Presentation Portion	Oral Presentation Component	Total Time Allotment
1	Introductions and Rules of Engagement	Not specified
2	The Quoter shall present the proposed OIP Portal Solution or similar relevant portal implementation.	60 minute limit
3	The Government will caucus prior to interactive dialogue.	approx.. 15 minutes
4	The Government and Quoter will participate in an interactive dialogue related to the information presented by the Quoter during the oral presentation	60 minute limit
5	The Quoter departs.	Not specified

Rules of Engagement for Oral Presentations:

1. The proposed Program Manager and two other people identified as Key Personnel shall attend oral presentations. Although the two other people can be supporting any other key roles, the team is expected to be able to answer any questions .
2. The Government WILL NOT ask questions about information contained in a Quoter's submission for Phase I. Phase 1 submissions will be submitted and evaluated prior to Oral Presentations being conducted.
3. The Quoter may not generally ask questions during the oral presentation. Any questions asked must be directed to the Contracting Officer, and should only deal with logistics and conduct of the oral presentation.
4. Oral presentations do not constitute discussions. The Government will not ask questions that will invite or allow the Quoter to change its offer. The Quoter shall not volunteer any information that might be construed as changing its offer. Oral presentations are distinct from the Government's reserved right to conduct exchanges.
5. The Government will provide a white board, dry erase markers, a flip chart pad, blue tape, notepads, pens and pencils for use during oral presentations. Quoter will be expected to provide a laptop, internet connectivity and any other IT devices required for the demonstration.
6. The Quoter participants shall not reach back, by telephone, e-mail or any other means, to any other personnel or persons for assistance during the oral presentation.
7. Quoters can expect the presentation will be conducted in a conference room with a table of sufficient size to accommodate the participants, including the Government attendees.

Volume III: Business & Pricing (Phase II)

There are no page limits to Volume III, Business & Pricing Volume

Tab A: Proposal Cover/Transmittal Letter

The Quoter shall provide a Proposal Cover/Transmittal Letter (limit 2 pages) with pertinent Quoter information. This information should include, at a minimum, the company name, DUNS number, address, authorized corporate representative and their title, email and phone number.

Quoters participating in teaming/partnering arrangements for this acquisition shall submit their teaming/partnering agreements with their proposal. The agreements shall be signed by the parties and shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind the firm and the team/partnership. Quoters proposing major subcontracts (subcontracts exceeding 10% of the overall prime contract value) shall submit signed letters of commitment from the subcontractors which define the contractual relationship and identify contribution to the planned arrangement in terms of the type and proportion of work to be performed. Copies of agreements and letters of commitment shall be submitted with the quote under this section and will not count towards the page limitation. Quoters shall include a cover page with their agreements to include a list of the teaming/partnering parties and the following

information for each party: company name, DUNS number, address, point of contact, email address, phone and fax numbers.

Tab B: GSA Pricing Schedule

The Quoter shall provide its GSA pricing schedule.

Tab C: HSAR Clause 3052.209-70 (f) Disclosure and HSAR Provision 3052.209-72 (c) Disclosure

Tab D: HSAR 3052.209-72 – Organizational Conflict of Interest (c) Disclosure, and Mitigation Plan (if applicable)

Volume III shall also include the Quoter's submitted response to HSAR 3052.209-72 – Organizational Conflict of Interest (Jun 2006) in writing as part of its quote submission, including any mitigation plan, if applicable. Failure to include a response to this HSAR provision may make a proposal non-conforming and susceptible to Government rejection of the complete quote. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan.

HSAR 3052.209-72 Organizational Conflict of Interest (Jun 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more Quoters with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting is due to work that the Quoter will perform as detailed in the SOO that may result in an actual or real conflict of interest or potential to attain an unfair competitive advantage based on other supported efforts for the Government as detailed in this Request for Quote.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the Quoter, or (2) determine that it is otherwise in the best interest of the United States to contract with the Quoter and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the Quoter, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the Quoter may be found ineligible for award.

(c) Disclosure: The Quoter hereby represents, to the best of its knowledge that:

___ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

___ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If a Quoter with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the Quoter shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation

plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the Quoter. The Contracting Officer will use all information submitted by the Quoter, and any other relevant information known to DHS, to determine whether an award to the Quoter may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful Quoter shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

(End of provision)

FAR 9.5 Organizational and Consultant Conflicts of Interest

The Contractor is notified that the Government will review Quoter's submitted responses to HSAR 3052.209-72 – Organizational Conflict of Interest (Jun 2006) in accordance with FAR 9.5, including FAR 9.505-1 – Providing Systems Engineering and Technical Direction, prior to award decision, to determine if any conflicts relevant to this Request for Proposal exist for the apparent awardee and whether the mitigation plan adequately neutralizes or mitigates any identified conflicts. A proposal from a Quoter deemed to have a conflict under FAR 9.505-1 may be considered non-conforming and susceptible to Government rejection of the complete proposal.

Tab E: Pricing Excel Workbook (Attachment I.)

It is anticipated that pricing and award of this acquisition will be based on adequate price competition. Completion of the price template is necessary for a full evaluation of a Quoter's proposal. A submitted Business and Price Volume that fails to meet or comply with price proposal instructions may be deemed nonresponsive.

Quoters shall complete a price breakdown per Attachment I. Labor Hours and Proposed Price which will be the basis for price evaluation and award. The awarded task will be Labor Hours. Price discounts on rates for labor categories proposed are strongly encouraged.

The Government will evaluate the discounts offered, and determine that the labor rates are fair and reasonable.

Tab F: Assumptions, Exceptions and Dependencies

The Government does not encourage Quoters to make assumptions or take exceptions from the requirements of the Request for Proposal. Quoters are encouraged to submit questions, in accordance with the Request for Quotation instructions, in order to obtain any necessary clarifications regarding the Request for Quotation prior to proposal submission. In the event that a Quoter does make assumptions or take exception to any Request for Proposal requirement, the Quoter's Volume III submission must clearly and unambiguously identify all such assumptions, exceptions, or dependencies on which the Quoter's quotation is based. Each assumption, exception or dependency shall be specifically related to a paragraph and/or specific section of the Request for Proposal. The Quoter shall provide a rationale in support of any noted assumption, exception or dependency, explaining its effect in comparison to the Request for Quote. This information shall be provided in the format with content as outlined in the table below.

Request for Quote Document	Paragraph/Page	Requirement/Portion	Rationale
RFP, RFP Attachment (SOW, etc.)	Applicable paragraph and page number(s)	Identify the requirement or portion to which an assumption, exception or dependency is being taken	Justify why the requirement will not be met or discuss reasons why not meeting the Government's terms and conditions might be advantageous to the Government.

Any assumption, exception or dependency taken, for all Volumes I-III, shall be contained in Volume III and shall address the pertinent information for each respective Volume of the Quoter's proposal.

Assumptions, exceptions or dependencies do not make a proposal automatically unacceptable. However, a large number of assumptions, exceptions or dependencies, or a significant assumption, exception or dependency, which provide(s) little or no benefit to the Government or which do(es) not support the Government's requirement as documented in the Request for Proposal may receive unfavorable evaluation in accordance with the Request for Proposal Evaluation criteria for Award.

L.11 Service of Protest (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with the agency shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

RFQ: 70RSAT19Q00000041

Michael Jones, Contracting Officer
Department of Homeland Security
Office of Procurement Operations/STAD
245 Murray Drive, SW
Mailstop 0120
Washington, DC 20528

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the agency. .

(End of Section L)

SECTION M – EVALUATION FACTORS FOR AWARD

M.1. Basis for Award

The Government intends to award a single task order to the responsible Quoter whose proposal represents the best value to the Government. Using the best-value, tradeoff process, the Government will evaluate each proposal in accordance with the evaluation criteria.

Phase I, Criteria 1 – Technical Approach: Migration and Implementation

Phase I, Criteria 2 – Resumes of Proposed Key Personnel

Phase I, Criteria 3 – Prior Demonstrated Experience

Phase I, Criteria 4 – Staffing

Phase II, Criteria 5 – Oral Presentation – Proposed OIP Portal Solution

Phase II, Criteria 6 – Price

Phase I Evaluation Criteria, when combined, are more important than Phase II evaluation criteria, when combined. Within Phase I, Criteria 1, 2, 3 and 4 are listed in descending order of importance. Within Phase II, Criteria 5 is listed in descending order of importance. All non-price evaluation criteria, when combined, are significantly more important than Criteria 6 – Price. As the non-price merits of competing Quoter's proposals approach equal, Criteria 6 will become more important in the best value trade-off decision. Criteria are cautioned that the award may not necessarily be made to the lowest priced proposal.

Evaluations will be based solely on the materials included in the proposal. Therefore, the Quoter's's initial quote should contain the Quoter's best terms. After receipt of proposals, the Government will conduct an evaluation. However, during the evaluation process, the Government may, solely at its discretion, communicate with Quoters regarding proposal elements. At any time prior to selection, including upon receipt of proposal, the Government may exclude a proposal from further consideration for any material failure to follow instructions, including the omission of required information, or when the Quoter is no longer considered to be among the most highly rated quoters being considered for award.

M.2. Evaluation Criteria

Both the downselect (Phase I) and the Phase II will be performed using confidence ratings (Table 1).

2.1 Comparative Evaluation

Following receipt of responses (including oral presentations), the Government may perform a comparative analysis (comparing quoter responses to one another) to select the quoter that is best suited to fulfill the requirements, based on the quoters' responses to the factors outlined in this RFQ and their relative importance.

Table 1 – Criteria 1-5 Confidence Ratings

High Confidence	The Government has high confidence that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention.
Some Confidence	The Government has <i>some confidence</i> that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the contract with <i>some</i> Government intervention.
Low Confidence	The Government has low confidence that the Quoter understands the requirement, proposes a sound approach, or will be successful in performing the contract even with Government intervention.

Upon completion of Phase I and II evaluations, the Government may perform a comparative evaluation of the quotations (comparing quoter responses to one another) to select the quotation that is best suited to fulfill the requirements, based on the quoters' responses to the criteria outlined in this RFQ and their relative importance.

The Government anticipates selecting the best-suited quoter from initial responses, without engaging in exchanges with quoters. Quoters are strongly encouraged to submit their best technical solutions and price in response to this RFQ.

Once the Government determines the quoter that is the best-suited (i.e., the apparent successful quoter), the Government reserves the right to communicate with only that quoter to address any remaining issues, if necessary, and finalize a task order with that quoter. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best-suited quoter based on the original analysis and address any remaining issues. Once the Government has begun communications with the next best-suited quoter, no further communications with the previous quoter will be entertained until after the task order has been awarded. This process shall continue until an agreement is successfully reached and a task order is awarded.

M.2.1 Phase I, Criteria 1 –Technical Approach: Migration and Implementation

The Quoterr's technical approach will be evaluated based upon on their understanding of the objectives of the SOW and planned execution of the project. This refers to the manner in which the Quoter proposes to plan, manage, control, and provide the services and deliverables. The extent to which the Quoter demonstrates a solid understanding of addressing anticipated problems, issues, constraints, organizations and system(s) involved and the approach and methodologies proposed to ensure successful accomplishment of all tasks in the SOW will be evaluated. The Government will evaluate the Quoter's proposed technical approach based on their demonstrated understanding of the objectives of the SOW and planned execution of the

project and will be assigned a confidence rating. The following elements will be evaluated:

- a) The manner in which the Quoter proposes to plan, manage, control, and provide the required services and deliverables;
- b) The extent to which the Quoter understands the problems, issues, constraints, organizations and system(s) involved;
- c) The methodologies proposed to ensure successful accomplishment of the work.

M.2.2 Phase I, Criteria 2: Prior Demonstrated Experience

The Government will assess its confidence that the Quoter will successfully perform the work, by evaluating the Quoter's demonstrated experience from three contracts/orders performed within the past five (5) years (from the date of this RFQ release). Prior experience will be evaluated to assess the expectation of successful outcomes based on the extent to which the Quoter has successfully performed on systems similar to the portal requirements described in the Statement of Work. The Government will also evaluate the relevance of the Quoter's demonstrated prior experience to the SOW technical and business solution; and successful execution of agile processes, modern technology, and user experience design.

M.2.3 Phase I - Criteria 3: Resumes of Proposed Key Personnel

The Government will assess the extent to which the Quoter identifies and commits Key Personnel with appropriate experience and qualifications and will be assigned a confidence rating. Resumes will be evaluated based on the currency, quality and depth of experience of individual personnel working on similar projects (size, scope, magnitude, duration, and complexity)

M.2.4 Phase I, Criteria 4 –Staffing

The Quoter's staffing plan will be evaluated based upon the degree to which the Quoter demonstrates the ability to recruit, hire and retain and develop qualified staff.

The staffing plan will also be evaluated based on the strength of the Quoter's OEM certification training process that its personnel receives, maintaining of professional credentials and the continuing learning opportunities available to its personnel

M.2.5 Phase II, Criteria 5 - Oral Presentation - Proposed OIP Portal Solution

The Quoter's oral presentation shall provide the Government an understanding of the Quoter's proposed OIP Portal Solution. The oral presentation shall address the proposed solution, plans and resources necessary to satisfy all SOW requirements and which will successfully design, enhance and maintain the web portal system for to meet the needs of Industry Partnership (OIP) Programs.

The Quoter shall detail how its proposed Solution provides for an end-to-end proposal management system that can supports the OIP Program award processes – from solicitation

development, to proposal submission and evaluation, to contract award and administration while also remaining cost effective.

Oral presentations will be assigned a confidence rating in accordance with Table 1. Oral presentations will be evaluated based on the Quoter's presentation of its proposed OIP Portal Solution in oral presentation portion 2, as well as the interactive dialogue in oral presentation portion 4 related to its proposed OIP portal solution. The Quoter's team dynamics during the oral presentation portion 2 and 4 may also be evaluated. The optional slides for the oral presentation will not be evaluated.

M.2.6 Phase II Criteria 6- Price

The Government will establish a "total evaluated" price based on a completed Attachment I. – OIP Price Schedule, Labor Hours and Proposed Price tabs. The Government expects to receive price competition through several offers. The "total evaluated price" will be evaluated for price reasonableness through comparison with other proposed prices and may include other price analysis techniques. The Government will evaluate the alignment of the proposed pricing to the Quoter's proposed technical and management approach in accordance with FAR 8.405-2(d). Price that does not align to the Quoter's proposed technical and management approach may indicate an inability to understand the requirements and therefore may be considered a high-risk approach to contract performance. The price proposal will not be given a confidence rating but discounts and rates will be evaluated to ensure labor categories and rates are fair and reasonable.

(End of Section M)