DEPARTMENT OF HOMELAND SECRITY (DHS)
Cybersecurity Infrastructure Security Agency (CISA)
Office of the Chief Information Officer (OCIO)

PERFORMANCE WORK STATEMENT (PWS)
FOR
Records and Information Management (RIM) and Accessible Technology Services (508)

Modification P00011

1.0 GENERAL

1.1 BACKGROUND

The Cybersecurity and Infrastructure Security Agency (CISA), leads the effort to enhance the security, resiliency, and reliability of the Nation's cybersecurity and communications infrastructure.

CISA's mission is to lead the national effort to protect and enhance the resilience of the nation's physical and cyber infrastructure. CISA includes the CISA Mission Enabling Offices (MEOs), the Cybersecurity Division (CSD), the Emergency Communications Division (ECD), the Integrated Operations Division (IOD), Infrastructure Security Division (ISD), the Stakeholder Engagement Division (SED), and the National Risk Management Center (NRMC), all of which are headquartered with the National Capital Region (NCR).

CISA's Office of the Chief Information Officer (OCIO), is responsible for:

A. Providing CISA's people and missions with Records and Information Management expertise, guidance, and resources to successfully preserve and access information which supports their diverse operations, use e-discovery to access information, support Freedom of Information Act (FOIA) requests and litigation holds, ensure appropriate use of the Paperwork Reduction Act and maintain compliance with DHS policies regarding forms.
B. Providing a CISA-wide Accessible Technology Program (ATP) which will provide not only Section 508 compliance responsibilities but serves as a partner to CISA employees ensuring technology is an aid, not a barrier, to successfully performing their job regardless of disability. The ATP ensures employees with disabilities have access to assessment and evaluation of assistive technologies and the training and support to use them.

To accomplish this, CISA is contracting for support in the following areas:

- Task 1: Records and Information Management
- Task 2: Accessible Information Technology and Section 508 Compliance
- Task 3: Program Management Office
- Task 4: (Optional) Surge Support

1.2 SCOPE

The Contractor shall provide program and project management support to OCIO programs, administrative support, and subject matter expertise support to assist in implementing and sustaining CISA records, accessible technology, and OCIO program management activities. The Contractor shall provide cross-cutting program management support and subject matter expertise to OCIO and each program outlined in this PWS, Section 2.

REL0001277197

This Performance Work Statement (PWS) outlines the tasks and sub-tasks to be carried out during the period of performance. The Contractor shall not perform any inherently governmental functions under this PWS.

1.3 OBJECTIVE

The objectives of the contract are:

- To acquire Records and Information Management subject matter expertise, guidance, and resources to successfully preserve and access information which supports their diverse operations, use e-discovery to access information, support Freedom of Information Act (FOIA) requests and litigation holds, ensure appropriate use of the Paperwork Reduction Act and maintain compliance with DHS policies regarding forms.
- To acquire services that assist CISA in providing a CISA-wide Accessible Technology Program (ATP) which will provide not only Section 508 compliance responsibilities but serves as a partner to CISA employees, ensuring technology is an aid, not a barrier, to successfully performing their job regardless of disability. This will ensure employees with disabilities have access to assessment and evaluation of assistive technologies and the training and support to use them.
- To acquire the program management expertise to develop the policies, procedures, and performance measures for the CISA CIO to successfully deliver and manage Agency information technology.

1.4 APPLICABLE REFERENCES

The following references provide specifications, standards, or guidelines that must be complied with in order to meet the requirements of this contract.

1.4.1 Records and Information Management

- Title 5 United States Code (U.S.C.) II, 552, 552a, and 553, "Administrative Procedure"
- Title 5 Code of Federal Regulations (CFR) 1320, "Controlling Paperwork Burdens on the Public"
- Title 18 U.S.C. 101, "Records and Reports"
- Title 18 U.S.C. 121, "Stored Wire and Electronic Communications and Transactional Records Access"
- Title 36, CFR, Chapter XII, Subchapter B, "Records Management"
- Title 40 U.S.C. III, "Information Technology Management"
- Title 41, CFR, Subtitle C, Chapter 102, Part 102-193, "Creation, Maintenance, and Use of Records"
- Title 44 U.S.C. 21, "National Archives and Records Administration" (NARA)
- Title 44 U.S.C. 29, "Records Management by the Archivist of the United States and by the Administrator of General Services"
- Title 44 U.S.C. 31, "Records Management by Federal Agencies"
- Title 44 U.S.C. 33, "Disposal of Records"
- Title 44 U.S.C. 35, "Coordination of Federal Information Policy"
- Title 44 U.S.C. 36, "Management and Promotion of Electronic Government Services"
- Office of Management and Budget (OMB) / NARA Memorandum M-19-21, "Transition to Electronic Records," June 28, 2019
- Department of Homeland Security (DHS) Management Directive 141-01 (Rev 01), "Records and Information Management," August 11, 2014
- Department of Homeland Security (DHS) Policy Directive 141-03, "Electronic Records Management Updates for Chat, Text, and Instant Messaging," February 23, 2018

REL0001277197

1.4.2 Section 508 Compliance and Accessible Technologies

- Sections 501, 504, and 508 of the Rehabilitation Act, as amended
- 36 CFR Part 1194, "Electronic and Information Technology (EIT) Accessibility Standards"
- 48 CFR 39.204, Federal Acquisition Regulations (FAR) – "Acquisition of Information Technology"
- 40 U.S.C. 11101 (6), Clinger-Cohen Act of 1996
- DHS Delegation 04000, "Delegation for Information Technology"
- DHS Directive 142-02, "Information Technology Integration and Management"
- DHS Management Directive 3500, "Operational Roles and Responsibilities of the Officer for Civil Rights and Civil Liberties and the Office of Chief Counsel"
- DHS Management Directive (MD) 139-05 Office of Accessible Systems and Technology (Revision 00)
- The Harmonized Information and Communications Technology (ICT) Testing Baseline for Web (available at https://section508coordinators.github.io/ICTTestingBaseline/introduction.html)
- The DHS Trusted Tester Section 508 Conformance Test Process for Web (available at https://section508coordinators.github.io/TrustedTester/)
- The Harmonized ICT Testing Baseline for Web (available at https://section508coordinators.github.io/ICTTestingBaseline/introduction.html)
- The DHS Trusted Tester Certification requirements for the test process (available at: https://www.dhs.gov/trusted-tester)
- The Accessibility Tests for Documents (available at: https://section508.gov/test/documents)
- Revised Section 508 Standards (available at: https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and- guidelines)
- IAAP CPACC Certification information (available at: https://www.accessibilityassociation.org/cpacccertification)

2.0. SPECIFIC REQUIREMENTS/TASKS

2.1. TASK ONE: Records and Information Management

CISA is developing a set of enterprise-wide, integrated programs for Records and Information Management (RIM), the Paperwork Reduction Act (PRA) and CISA Forms (Forms). These programs work in partnership with e-discovery, FOIA requests, Privacy, and legal records hold requests. CISA has existing programs that are in their infancy and will require contracted services to examine existing program-related activities, develop program and technical requirements, and continue implementing agile and innovative solutions that emphasize technology, automation, and a user mindset. These initiatives require close attention to detail, mapping current processes, developing policy and procedures, creating and delivering training, confirming statutory, regulatory, and departmental compliance, providing customer support, and ensuring the agency can measure and report on the quality and effectiveness of its programs. Work shall be tracked in the provided project management solution. In addition to providing subject matter expertise, performance of this Task shall include the following identified work products and projects. Many of these shall be ongoing and continuous, the schedules and delivery due dates for which will be determined post-award by mutual agreement between Government and Contractor.

2.1.1. Conduct current and future state needs assessments for CISA records programs, including electronic records and the records and information program, eDiscovery, the PRA program and the Forms program.

REL0001277197

2.1.2. Develop a roadmap and key performance measures for records programs, and provide implementation support for creating a single, digital record viewing experience that focuses on recommended approach, prioritization, timing, and measurement for records accuracy.

2.1.3. Develop user focused solutions to make records management as simple as possible, focusing on managing records from the back-end of electronic systems vs. manual user front-end actions.

2.1.4. Research, provide recommendations, and draft policies and standard operating procedures (SOP) for all records programs.

2.1.5. Develop records schedules, file plans, policies, and SOPs that ensure compliance with applicable statutes and regulations for CISA records programs. Review and update existing records schedules, file plans, policies, and SOPs. Assist CISA records POCs to updating their schedules.

2.1.6. Provide program implementation and day-to-day program support for records programs (Records and Information Management, PRA, Forms and e-discovery requests).

2.1.7. Review current training courses and materials. Update records programs training for CISA employees using recorded PowerPoint briefings, or similar. Topics include but are not limited to, CISA policies and procedures for record liaisons, requirements, and use of electronic tools.

2.1.8. Develop records orientation briefs and follow-up emails to assist new CISA employees with learning CISA records procedures and tools.

2.1.9. Support the government lead in assessing, documenting, and evaluating options for electronic records management technologies.

2.1.10. Provide implementation support for moving CISA records programs to a new electronic records management system, including learning the system, training CISA employees to use the system, and providing day-to-day program office support for records, using the system.

2.1.11. Provide program management office support, including customer service, training, document development, scheduling, editing, project planning, and administrative support.

2.1.12. Develop SOPs, program documentation, fact sheets, training, reports and briefs to support the records programs. Provide customer support by responding to customer service inquiries, managing email boxes, and providing ad hoc one-on-one training.

2.2. TASK TWO: Accessible Information Technology and Section 508 Compliance

CISA OCIO is responsible for the interpretation, guidance, and oversight of Section 508 laws, regulations and policy across CISA agency and its components; Section 508 agency policies and implementing procedures; Section 508 acquisition and development life cycle integration; Section 508 authorizations for exceptions, enterprise architecture requests, change control requests, and IT acquisition requests; IT Program Section 508 health assessments and reporting; and Section 508 program maturity assessment and reporting for the agency.

The Contractor shall provide services to develop new and improved technology neutral harmonized Section 508 compliance evaluation procedures, develop more supportable ATP and

REL0001277197

Section 508 evaluation tools, develop innovative methods of training development to migrate IT accessibility skills to stakeholders and customers, explore innovative ways to expedite integration of IT accessibility within CISA, determine reliable metrics for measuring success, provide relevant program communication and reporting, and promote a higher set of expectations to all stakeholders related to delivering equal access to technology. Work shall be tracked in the provided project management solution. Performance of this Task shall include the following identified work products and projects. Many of these shall be ongoing and continuous, the schedules and delivery due dates for which will be determined post-award by mutual agreement between Government and Contractor.

2.2.1. Provide assessment, testing, customer support and technical assistance for Section 508 compliance for CISA products.

2.2.2. Develop and maintain Section 508 compliance and ATP program training, orientation, and educational materials.

2.2.3. Develop Service Level Agreements (SLAs), policy, Standard Operating Procedures (SOPs), and best practices for IT Programs and Program managers and staff regarding Section 508 and ATP.

2.2.4. Evaluate and report CISA's programmatic and technical Section 508 compliance to customers and stakeholders, document results, and produce best practices.

2.2.5. Work in partnership with disability-related and other applicable organizations, to ensure coordinated technology accessibility services for CISA employees.

2.2.6. Provide programmatic and technical assistance to respective employees, offices, and/or programs within CISA regarding the maintenance and use of accessible technology.

2.2.7. Provide program management office support, including customer service, training, document development, scheduling, editing, project planning, and administrative support.

2.2.8. Provide senior subject matter expertise to advise on how to address accessibility regulatory and disabled workforce requirements in CISA's planning, acquisition, design development, implementation, governance, and reporting processes. Support tasks include:

a. Conduct current and future state needs assessments for Section 508 compliance and creating an ATP.
b. Develop a roadmap and key performance indicators, and project management plans for Section 508 compliance and ATP programs. Provide implementation support.
c. Research, provide recommendations, and draft policies and SOPs for Section 508 compliance and ATP programs.
d. Assess the current program and provide a roadmap for incrementally building a new Accessible Technology Program (including Section 508 compliance).
e. Advise and draft policy and procedural guidance to address accessibility regulatory and disabled workforce requirements at all stages of the acquisition and development lifecycles.
f. Advise and support establishing and supporting relevant communities of practice and survey instruments to improve understanding of existing environments, tools, life cycle practices, and challenges across the department to ensure strategic technical guidance is relevant and appropriate for implementation within CISA.
g. Advise on and propose the development of performance metrics.
h. Advise on, design, and maintain online interactive dashboards and customer

REL0001277197

intake to support tracking, analysis, and enterprise reporting.

i. Advise on and coordinate with appropriate OCIO stakeholders regarding the recording and reporting ICT Section 508 conformance status in enterprise technical reference models.

2.2.9. Provide senior subject matter expertise to support the CISA agency use of semi and fully automated accessibility testing tools. Support tasks include:

a. Research and identify candidate accessibility testing and user interface (UI) automation tools
b. Evaluate the alignment of testing tools against Harmonized ICT Testing Baseline for Web and the DHS Trusted Tester Section 508 Conformance Test Process
   - The Harmonized ICT Testing Baseline for Web
   - The DHS Trusted Tester Section 508 Conformance Test Process for Web
c. Develop test cases to validate alignment.
d. Provide recommendations for appropriate use and configuration of testing tools in the CISA environment.
e. Provide recommendations on how to integrate test tool automation with manual testing to achieve sufficient accessibility testing coverage.
f. Develop unit test and continuous integration test automation scripts for use in CISA CIO automated test environments.
g. Develop training on appropriate use of semi and fully automated accessibility testing tools.

2.2.10. Provide Section 508 technical assistance and respond to Section 508 questions that arise during technical evaluations of Accessibility Conformance Reports and through Section 508 testing, consistent with DHS and CISA accessibility technical guidance, including:

a. Develop accessibility test plans.
b. Advise on how to Interpret accessibility test results and remediate Section 508 defects.
c. Provide remediation support for electronic documents.

2.2.11. Provide senior subject matter expertise to support designers and developers with creating accessible web content. Support tasks include:

a. Identify, evaluate, and advise on the effective use accessible design standards, pattern libraries, and UI Frameworks for web-based electronic content and applications, native mobile iOS and Android applications, electronic fillable forms rendered in portable document format (PDF) and other formats, and eLearning platforms and content.

2.2.12. Provide unit tests and continuous integration test automation scripts, modifications to existing rulesets, and new rulesets.

2.2.13. Perform Section 508 testing of various ICT using the current version of the DHS and/or CISA approved assessment methods and test reporting tools and formats. The Contractor must use the DHS, Trusted Tester Version Section 508 Conformance Test Process for Web (or later) and be certified by DHS to test using Trusted Tester current Version 5.0 (or later).

a. Section 508 testing of document and remediation of all electronic documents shall be conducted in a manner that will ensure they are in compliance with 508 requirements (including, but not limited to, Microsoft Office and Adobe PDF). The Contractor must use the Accessibility Tests for Documents endorsed by the

REL0001277197

Federal CIO Council Community of Practice.

2.2.14. Conduct technical evaluations of Accessibility Conformance Reports, including reviewing vendor conformance claims and assigning an overall score consistent with DHS OAST and CISA technical guidelines.

2.2.15. Provide Assistive Technology Support, including:

a. Provide support services to evaluate new assistive technology for use within the CISA IT environment and track usage of such products within the CISA environment.
b. Perform assistive technology needs assessments for persons with disabilities. Reports of needs assessments shall be considered confidential. Needs assessments shall be documented and coordinated with stakeholders, as needed.
c. Provide assistive technology evaluation/comparison reports annually, or as new/competing products become available in the commercial marketplace.

2.2.16. Support program health assessments and data calls from DHS HQ and others, as needed.

2.3. TASK THREE: Program Management Office Support.

CISA OCIO is responsible for the policies, plans and procedures to implement and maintain all information technology across the Agency.

The Contractor shall provide ON-SITE support services for the management of CISA OCIO's strategies, policies, plans, and communications. Work shall be tracked in the provided project management solution[1]. Performance of this Task shall include the following identified work products and projects. Many of these shall be ongoing and continuous, the schedules and delivery due dates for which will be determined post-award by mutual agreement between Government and Contractor.

2.3.1. Tracking progress and deadlines for assignments and projects and report status to OCIO leadership weekly and ad hoc.

2.3.2. Provide specific domain expertise to support the development and maintenance of OCIO standards, procedures, and templates.

2.3.3. Provide project scheduling and tracking, and individual calendar scheduling for meetings, appointments, and events, as needed.

2.3.4. Provide subject matter expertise for the development and maintenance of OCIO artifacts, such as SOPs, policy, instructions, reports, fact sheets, briefing decks, SharePoint content, and email.

2.3.5. Provide recommendations based on analytical and subject matter expertise on program processes and procedures.

2.3.6. Provide administrative and subject matter expertise to the maintenance and development of current and new processes and workflows.

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[1] CISA currently uses JIRA as its project management solution.

REL0001277197

2.3.7. Provide subject matter expertise in performance management, develop management dashboards using CISA standard tools, and collect performance metrics

2.3.8. Support data calls from DHS HQ, CISA leadership and others, as needed.

Note: The work of the Project Manager overseeing the whole Task Order is to be priced and billed under Task Three.

2.4. TASK FOUR: Optional Surge Support Services.
The Government will have the option to add any of the following support staff to facilitate a surge if needed, as needed. Work products and projects under the Surge Support Services task will all be on an ad-hoc basis. The Contractor shall not incur any costs under the surge support contract line item unless prior written authorization is received from the Contracting Officer (CO). The Government reserves the right to activate a part, or all the capacity allowed under the Task Four CLIN based upon the identified needs of the program office consistent with the Tasks One through Three, as outlined above and herein.

a. Program Analyst (Junior)
b. Program Analyst (Senior)
c. Task Lead
d. Records Management Analyst
e. Trusted Tester Level 2
f. Accessibility Specialist

3.0 DELIVERABLES
All Deliverables and work products shall be delivered on-time and at least 95% error free with regard to grammatical, format and spelling errors. In addition to the individual work products and projects identified in Sections 2.1 through 2.3, the Contractor shall deliver the following:

3.1. POST AWARD CONFERENCE MEETING MINUTES
The Contractor shall provide post award meeting minutes, within ten (10) business days after completion of post award conference.

3.2. PROJECT PLAN
The Contractor shall provide a draft Project Plan at the Post Award Conference for Government review and comment. The plan shall include a summary of work, staffing plan, deliverable schedule, project schedules, timeline, etc. The Contractor shall provide a final Project Plan to the COR not later than ten (10) business days after the Post Award Conference.

3.3. MONTHLY AND WEEKLY PROGRESS REPORTS
The Project Manager shall provide a written monthly progress report to the CO and COR via electronic mail by the 15th day of the following month. The Monthly report shall include a detailed 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, and any Contractor concerns or recommendations for the previous reporting period. The Weekly Report for each Task shall be provided to the Federal Task Leads by 6 pm Monday of each week. The Weekly Report will summarize the prior week's activities, and the next two weeks of planned work. The Contractor shall provide all reports in a timely manner. Ninety-five percent (95%) of the reports will be delivered by the due date specified and shall not need revision following Government review for spelling, grammar, accessibility, or factual reasons. No report shall be more than three (3) calendar days overdue. Optional reports for specific topics shall be complete with supporting information as required depending upon specific task. Reports shall meet applicable Section 508 Standards for electronic content.

REL0001277197

3.4. PROGRESS MEETINGS

The Project Manager shall be available to meet with the COR or other appointment federal personnel monthly, and upon request to present deliverables, discuss progress, exchange information and resolve emergent technical problems and issues. These meetings shall take place in Arlington, VA or via video conference, at government discretion.

3.5. OTHER WORK PRODUCTS (AD-HOC)

The Contractor shall perform and provide the identified and ad-hoc work products and projects related to Sections 2.1 through 2.4, on an as-needed basis. Specific work products and projects related to each Task will be identified by the Government as needs arise, along with desired due dates. Due dates and schedules for individual projects shall be mutually agreed upon between both parties at the time of assignment. If the Contractor foresees any difficulty in meeting expressed deadlines, it is the Contractor's responsibility to propose alternate deadlines. The Contractor shall comply with the Government's formatting requirements for assigned work products when formatting restrictions apply.

All identified and ad-hoc work products shall be delivered on-time, and at least 95% error free with regard to grammatical, format and spelling errors.

3.6. GENERAL REPORT REQUIREMENTS

The Contractor shall provide all written reports in electronic format with read/write capability using applications that are compatible with DHS workstations. All reports shall be Section 508 compliant.

3.7. GOVERNMENT ACCEPTANCE

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 notifying it that the deliverable has been accepted.

The COR will have the right to reject or require correction of any deficiencies found 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 may have an opportunity to correct the rejected deliverable and return it per delivery instructions.

The COR will have five (5) 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 based on the final approved Project Plan. 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.

REL0001277197

3.8. DELIVERABLES TABLE

ITEM	PWS REFERENCE	DELIVERABLE / EVENT	DUE BY	DISTRIBUTION
1	10.0	**Post Award Conference**	Within 5 business days after award, as set by CO	N/A
2	3.1	**Post Award Conference Meeting Minutes**	10 days after completion of Post Award Conference	COR, CO
3	3.2	**Draft Contractor Project Plan**	Post Award Conference	COR, CO
4	3.2	**Final Contractor Project Plan**	10 days after completion of Post Award Conference	COR, CO
7	3.3	**Monthly Progress Reports**	By 15th day of the following month	COR, CO
8	3.3	**Weekly Status Reports**	By 6:00 pm each Monday	Federal Task Leads
9	5.1.1	**11000.25 Security Forms**	within 3 days of award, or new hire selection	COR
10	5.1.1	**eQIP Security Fitness Determination**	Within 14 days of receiving eQIP invitation	COR
11	2.1	**Identified and Ad-Hoc Work Products and Projects for Task One: Records and Information Management**	Individual product and project due dates and milestones shall be mutually agreed upon between the parties at the time of assignment.	Federal Task Leads
12	2.2	**Identified and Ad-Hoc Work Products and Projects for Task Two: Accessible Information Technology and Section 508 Compliance**	Individual product and project due dates and milestones shall be mutually agreed upon between the parties at the time of assignment.	Federal Task Leads
13	2.3	**Identified and Ad-Hoc Work Products and Projects for Task Three: Program Management Office Support**	Individual product and project due dates and milestones shall be mutually agreed upon between the parties at the time of assignment.	Federal Task Leads
14	2.4	**Ad-Hoc Work Products and Projects for Task Four: Surge Support Services**	Individual product and project due dates and milestones shall be mutually agreed upon between the parties at the time of assignment.	Federal Task Leads

4.0 CONTRACTOR PERSONNEL

4.1. Qualified Personnel

It is the responsibility of the Contractor to propose qualified Contractor personnel to perform all requirements specified in the PWS. Specific required qualifications are defined as follows:

4.1.1. Project Manager. The Project Manager shall have the following relevant experience and certification:

a. Project Management Professional (PMP) certification, or equivalent certification

4.1.2. Trusted Tester 2. Accessibility Testing personnel must possess the following certification:

a. Trusted Tester Level 5 (or later) certification

4.2. Key Personnel

REL0001277197

Before replacing any individual designated as *Key* by the Government, the Contractor shall notify the CO no less than fifteen (15) business days in advance, submit written justification for replacement, and provide the name and qualifications of any proposed substitute(s). All proposed substitutes shall possess qualifications equal to or superior to those of the *Key* person being replaced, unless otherwise approved by the CO. The Contractor shall not replace *Key* Contractor personnel without approval from the CO.

The following Contractor personnel are designated as Key for this requirement.

- Project Manager (overseeing the whole task order, and Task 3)
- Task Leads (Tasks One and Two)

The PM serves as both PM and Task Lead over Task Three. Aside from the PM's dual role, other Contractor *Key* personnel shall not be assigned by the Contractor to more than one (1) key position for this requirement. For example, the Team Lead for Task One cannot simultaneously be utilized as Task Two Lead.

4.3. Responsibilities and Duties of Specific Contractor Personnel

4.3.1. Project Manager. The Contractor shall provide a full-time Project Manager who shall be responsible for all Contractor work performed under this SOW. The Project Manager shall be a single point of contact for the CO and the Contracting Officer's Representative (COR). The name of the Project Manager, and the name(s) of any alternate(s) who shall act for the Contractor in the absence of the Project Manager, shall be provided to the Government. During any absence of the Project Manager, only one alternate shall have full authority to act for the Contractor on all matters relating to work performed under this contract. Additionally, the Contractor shall not replace the Project Manager without prior approval from the CO and COR.

The Project Manager is responsible for all quality control of deliverables on the contract, ensuring products have high-quality use of data, charts, graphs, supporting material, etc., are grammatically correct and comply with all CISA formatting and production guidelines. Deliverables and communications shall be ninety-five percent (95%) error-free. The Project Manager is expected to not only manage but use experience and expertise to actively lead and contribute to deliverables.

The Project Manager shall be available to the COR and government program manager via telephone between the hours of 8:00am and 5:00pm EST, Monday through Friday, and shall respond to a request for discussion or resolution of technical problems within eight (8) business hours from notification.

The Project Manager also serves as the Team Lead for Task Three. As part of Team Three, the PM is required to perform services on-site.

4.3.2. Task Lead. In addition to the Project Manager, the contractor shall provide two (2) full time Task Leads who shall each be responsible for all contractor work within their assigned task (Tasks One and Two). Task Leads are responsible for the timely and accurate completion of work, updating task status within the provided project tracking solution, and weekly summary reporting. If Task Four is exercised, the need for a separate Task Lead over Task Four will be determined at time of exercise.

REL0001277197

4.4. Employee Identification

4.4.1. Contractor employees visiting Government facilities shall wear an identification badge that, at a minimum, displays the Contractor (Company) 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. Visiting Contractor employees may also be required to obtain and wear a Government-issued Visitor's Pass, as required by the facility management and security policies.

4.4.2. 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.

4.5. Employee Conduct

Contractor's employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, wearing of parts of DHS uniforms, and possession of weapons) 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. The Project Manager shall ensure Contractor employees understand and abide by Department of Homeland Security established rules, regulations and policies concerning safety and security.

4.5.1. Removing Employees for Misconduct or Security Reasons

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

5.0 SECURITY

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

All Contractor support personnel assigned to this contract must meet minimum DHS SUITABILITY requirements for Entry on Duty (EOD) unless otherwise indicated. *Until Contractor personnel have received official EOD approval from the Security Office, they cannot start work under this contract, nor participate in Government meetings, aside from the exception specified below in Section 5.1.4. Additionally, until an EOD approval is received from the Security Office, the Government-furnished resources referenced in Section 11.0 below cannot be provided.*

Contractor access to For Official Use Only (FOUO), Personally Identifiable Information (PII), Sensitive PII, and sensitive but unclassified documents and information may be required under this PWS. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination.

REL0001277197

5.1. SECURITY ON-BOARDING PROCEDURES
The procedures outlined below shall be followed for the DHS Office of the Cybersecurity & Infrastructure Security Agency (CISA), Personnel Security Division (PSD) to process background investigations, EOD determinations, and Fitness determinations, as required, in a timely and efficient manner. Carefully read the security clauses in the contract. **Compliance with the security clauses in the contract is not optional.**

5.1.1. The Contractor's Facility Security Officer (FSO) shall manage the accurate completion and submission of 11000.25 Forms and eQIP Security Fitness Determination Forms for all Contractor employees anticipated to perform work under this contract. The Contractor shall submit an accurate and complete 11000.25 forms for candidates with the required security classification to the COR within three (3) days of award, receipt of modification, or notice of acceptance of a position. The Contractor shall submit an accurate and complete password protected .pdf of all required eQIP Security Fitness Determination paperwork for candidates with the required security classification to the COR within 14 days of receiving the eQIP invitation and passcode. The Contractor FSO shall prepare and distribute a monthly Security Processing Status Report to the COR detailing the status the Contractor's submission of on-boarding and off-boarding security paperwork to the COR, including but not limited to, the submission date of all 11000.25 Forms and eQIP Security Fitness Determination Forms submitted to the COR for background investigations, EOD determinations, and Fitness determinations.

The required eQIP Security Fitness Determination Forms, include:

- Standard Form (SF) 85-P, —Questionnaire for Public Trust Positions
- SF-85P Certification
- SF-85P Authorization for Release of Information
- FD Form 258, —Fingerprint Cards (2 copies)
- DHS Form 11000-6 —Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement
- DHS Form 11000-9, —Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

5.1.2. Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring access to sensitive information, shall undergo a position-sensitivity analysis based on the duties each individual will perform.

The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the DHS CISA Personnel Security Division (PSD). Prospective Contractor employees shall submit the below completed forms to the DHS CISA/PSD. The SF-85P must be completed electronically through the Office of Personnel Management's e-QIP SYSTEM. The SF 85-P signature pages and other completed forms must be given to the CISA/PSD no less than thirty (30) business days before the start date of the contract or thirty (30) business days prior to the requested entry on duty date, for all Contractor employees whether a replacement, addition, subcontractor employee, or vendor.

5.1.3. Only complete packages will be accepted by the DHS CISA/PSD. Specific instructions on submission of packages will be provided by the DHS/CISA/PSD. The DHS CISA/PSD may, as it deems appropriate, authorize, and grant a favorable Entry on Duty (EOD) decision based on preliminary checks. A favorable EOD decision allows a Contractor employee to commence work temporarily prior to the background investigation. The granting of a favorable EOD decision shall not be considered as assurance that a favorable Fitness determination will follow. In addition, a favorable EOD or Fitness determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access to government facilities or information, at any time

REL0001277197

during the term of the contract. No Contractor support personnel shall be allowed unescorted access to a Government facility without a favorable EOD or Fitness determination by the DHS CISA/PSD.

5.1.4. Limited access to Government buildings is allowable without an EOD decision if the Contractor is escorted by a Government employee and the purpose of the visit is to attend required briefing or nonrecurring meetings in order to facilitate the transition of a contract. The intent is to allow a minimum amount of meeting / transition attendance to prepare for the new contract. *The same applies to attendance at virtual meetings.*

5.1.5. The DHS CISA/PSD shall be notified of all terminations/resignations within five (5) calendar days of occurrence. The Contractor shall return to the COR all DHS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COR, referencing the pass or card number, name of individual to whom it was issued and the last known location and disposition of the pass or card.

6.0 Period of Performance

The period of performance for this contract is a six-month base period with options for two additional years performance as follows:

Base Period	*September 30, 2023 through March 29, 2024 (6 months)*
Option Period One	*March 30, 2024 through September 29, 2024 (6 months)*
Option Period Two	*September 30 2024 through March 29, 2025 (6 months)*
Option Period Three	*March 30, 2025 through March 29, 2026 (12 months)*

6.1. Start-Up Period / Ramp-Up Period

The Government intends to award this contract at least a week prior to the performance start date. The intent of this period is to allow Contractor employees to submit documentation to begin obtaining the necessary security investigations and clearances prior to the performance start date.

Additionally, Tasks One through Three of the task order will utilize Labor Hours (LH) pricing for the 6-month base period, and the 6 months of Option Period One. Use of Labor Hours pricing during these ramp-up periods for Tasks One through Three will allow the Government to pay only for the services actually rendered based on personnel who have been cleared for performance. Following Optoin Period One, Tasks One through Three will be Firm Fixed Price (FFP) for ease of administration. Optional Task Four will always be LH.

7.0 PLACE OF PERFORMANCE

7.1. For TASKS ONE and TWO, the primary place of performance will be OFFSITE, meaning outside a Government facility, at a combination of the Contractor's facilities and/or Telework.

7.2. For TASK THREE, Program Management Office Support, 100% of performance shall be performed ON-SITE in one or more Government office buildings within the Washington, DC National Capital Area. The main Government facility for this work is located in Arlington, VA. Because the PM also serves as the Team Lead for Task Three, the PM is required to work 100% ON-SITE. In the event of a Government Closure or delayed opening due to inclement weather or other circumstances, Contractor personnel who normally work on-site are required to be telework ready and telework for their full business day to maintain continuity of services. The COR shall issue guidance if ad hoc telework is required for special circumstances.

REL0001277197

7.3 For TASK FOUR, Surge Support, the primary place of performance will be determined on a case-by-case basis, and may require ON-SITE and/or OFFSITE performance.

7.4. The Government may, based on mission need, change the performance location(s), including any authorization for remote or telework. Such direction shall come only from the CO.

7.5. All telework or remote work authorized under this contract shall only be conducted within the 50 United States or District of Columbia. Government equipment shall not leave the 50 United States.

8.0 HOURS OF OPERATION

Contractor employees (both on and off-site) shall generally perform all work between the hours of 7:30 am and 6:00 pm EST, Monday through Friday (except Federal holidays). Core hours are 9:00 am to 3:00 pm EST, and all personnel will be available during these times.

Please note the specific telephone contact hours required for the Project Manager in PWS Section 4.3.1 above.

9.0 TRAVEL and OTHER DIRECT COSTS

Contractor travel shall not be required for this requirement. The Contractor may not incur Other Direct Costs (ODCs) for this requirement.

10.0 POST AWARD CONFERENCE

The Contractor shall attend a Post Award Conference with the CO and the COR no later than five (5) business days after the date of award. The purpose of the Post Award Conference, which will be chaired by the CO, and include the COR and Government Program Manager, is to discuss technical and contracting objectives of this contract and review the Contractor's draft project plan. The Post Award Conference will be held via teleconference.

11.0 GOVERNMENT FURNISHED RESOURCES

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. *Working from a non-Government computer is not permitted except for the period between EOD approval and receipt of equipment, and requires approval and accommodations for Workplace-As-A-Service (WPAAS) through the IT Help Desk. Contractor use of non-Government e-mail accounts (sending or receiving) in performance of services is prohibited.*

The Government will provide all necessary information, data, and documents to the Contractor for work required under this contract.

The Government will provide copies of the references cited in the PWS 1.4 at the Post Award Conference, if necessary.

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 performance period. The Contractor shall not release Government furnished information, data, and documents to outside parties without the prior and explicit consent of the CO.

REL0001277197

- All Contractor personnel will be provided with Government-issued laptops, access to the Government systems and networks required for performance of duties, a Government email address, and an access card as needed to utilize the Government laptop.
- Additionally, Contractor staff on Task Three will be provided with workspace in the Government facility, and will receive a facility access card, which may be the same as the access card provided for laptop use.

12.0 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 PWS 1.4 and PWS 11.0. Contractor materials are not separately billable under this contract.

13.0 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

This contract includes a Government-established Quality Assurance Surveillance Plan (QASP), attached as a separate document. The QASP plays an integral role in the administration of the contract. In addition to any applicable inspection clauses or other related terms and conditions contained in the contract, the QASP shall serve as a primary tool for inspection and acceptance of services as facilitated by the COR. Evaluation of the Contractor's overall performance shall be in accordance with the performance standards set forth in the QASP, and will be conducted by the COR. The QASP constitutes a material aspect of the contract and will not be changed or otherwise modified without prior written approval of the CO.

The Government shall use Past Performance and Financial Deductions as incentives/disincentives. Incentives shall be based on meeting or exceeding performance standards. Disincentives will apply when the Contractor does not meet performance standards. Performance evaluations will be uploaded annually to the Contractor Performance Assessment Reporting System (CPARS), and available for review by all Government agencies for use in their past performance evaluations for future awards.

14.0 COMPLIANCE

14.1 INTELLECTUAL PROPERTY

The Contractor shall comply with any applicable intellectual property Federal Acquisition Regulation (FAR) clauses.

14.2 PROTECTION OF INFORMATION

Contractor access to information protected under the Privacy Act is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation

14.3 RECORDS MANAGEMENT OBLIGATIONS

"Federal record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

REL0001277197

The term Federal record:

1. includes DHS/CISA records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their DHS/CISA contract.
4. may include deliverables and documentation associated with deliverables.

14.3.1 Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

14.3.2 In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

14.3.3 In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

14.3.4 CISA and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of CISA or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to CISA. The agency must report promptly to NARA in accordance with 36 CFR 1230.

14.3.5 The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the [contract vehicle]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment

REL0001277197

is no longer required, it shall be returned to CISA control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the Task Order. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

14.3.6 The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and CISA guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

14.3.7 The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with CISA policy.

14.3.8 The Contractor shall not create or maintain any records containing any non-public CISA information that are not specifically tied to or authorized by the contract.

14.3.9 The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

14.3.10 CISA owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which CISA shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

14.3.11 Training
All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take CISA-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

14.3.12 Flowdown of requirements to subcontractors
The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this Task Order, and require written subcontractor acknowledgment of same. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

REL0001277197

GOVERNMENT TERMS

ATO	Authority to Operate
BCP	Business Continuity Plan
CISA	Cybersecurity and Infrastructure Security Agency
CPAAC	Certified Professional in Accessibility Core Competencies
CO	Contracting Officer
COR	Contracting Officer's Representative
DHS	Department of Homeland Security
DOJ	Department of Justice
FIPS	Federal Information Processing Standards
FSO	Facility Security Officer
GFE	Government Furnished Equipment
ICT	Information and Communications Technology
ID	Identification
IT	Information Technology
NIST	National Institute of Standards & Technology
OCIO	Office of the Chief Information Officer
OMB	Office of Management and Budget
PCII	Protected Critical Infrastructure Information
PII	Personally Identifiable Information
POC	Point of Contact
PSD	Personnel Security Division
SME	Subject Matter Expert
SPII	Sensitive Personally Identifiable Information
SOW	Statement of Work
SSN	Social Security Number
TT	Trusted Tester
TTP	Trusted Tester Program
WCAG	Web Content Accessibility Guidelines

REL0001277197