

SECTION II - STATEMENT OF WORK

1.0 PROJECT TITLE

The Intelligence and Cybersecurity Diversity Fellowship (ICDF) Program

2.0 BACKGROUND

In response to P.L. 116-260, DHS established the Intelligence and Cybersecurity Diversity Fellowship Program (ICDF) and its' unique framework for workforce development, education, and training programs for Federal student interns. This effort helps DHS develop a more diverse and inclusive cybersecurity and intelligence workforce. The Office of the Chief Human Capital Officer (OCHCO) developed this new entry-level development program in FY22 to recruit, retain and reward the next generation of future talent for a career at the Department. The Intelligence and Cybersecurity Diversity Fellowship (ICDF) Program is specifically designed to target socially disadvantaged students currently attending a Historically Black College or University (HBCU) or Minority Serving Institution (MSI) who will benefit from expanded career and growth opportunities through a tailored development program. Upon successful completion of the program, participants may be hired into a full-time intelligence or cybersecurity position.

The ICDF Program will identify upcoming sophomore, junior and senior candidates, who have declared a major in Science Technology Engineering, and Math (STEM), information technology (IT), cybersecurity, or intelligence-related disciplines that supports DHS's mission and offering the opportunity to develop and help them gain invaluable hands-on experience working as a DHS employee. Participants for this program will take part a cross-component challenge project meant to provide exposure to DHS components and provide a well-rounded experience to help participants network and build leadership and decision-making skills.

3.0 OBJECTIVE AND SCOPE

OCHCO will administer the program with Components and HQs LOBs executing the operational aspects. ICDF is designed to help DHS meet current and future mission driven workforce needs in science, technology, engineering, and mathematics (STEM) fields by creating a pipeline of highly qualified talent in disciplinary fields that support the mission critical areas of Intelligence and Cybersecurity within the agency. Specifically, the program will provide opportunities for program participants to connect with DHS's unique resources and employees where they can have authentic research, education, hands-on, and training experiences.

This effort shall include providing subject matter expertise and support to the OCHCO Office of Strategic Recruiting, Inclusion, Diversity and Engagement (STRIDE) to assist in the ICDF Program in the following capabilities:

1. Advertisement Campaigns, Program Branding, Marketing and Outreach
2. Experiential Learning Framework Development and Execution
3. Campus Roadshows and Engagement

The DHS Intelligence and Cybersecurity Diversity Fellowship (ICDF) Program will provide program participants with an opportunity to gain exposure to the department's vast mission critical cybersecurity and intelligence related areas and demonstrates the department's ongoing commitment to recruit and establish the pipeline for expanding its workforce.

Outcomes will also include the following:

- Increasing workforce diversity in the Intelligence and Cybersecurity professions at DHS.
- Promoting interaction of ideas, skills, approaches, and technologies between participants and DHS employees that will primarily benefit the participant but also benefit the Department.
- Increasing understanding of the broader Intelligence, Cybersecurity, science, and technology areas of DHS exposure to career opportunities.

4.0 COMPLIANCE DOCUMENTS

The following documents provide specifications, standards, or guidelines that shall be complied with to meet the requirements of this Task Order:

- OPM's Guide to Processing Personnel Actions (GPPA)
- Title 5 U.S.C.
- Title 5 CFR Chapter 1, Part 1-1199
- Any applicable Federal laws and regulations
- All applicable guides, policies, guidance, and procedures (e.g., OPM, GAO, DHS, OMB, etc.)
- The CSRS and FERS Handbook for Personnel and Payroll Offices
- The Federal Employees' Health Benefits Handbook for Personnel and Payroll Offices
- NFC Bulletins and Guidance
- The Federal Employee's Group Life Insurance Program – A Handbook for Employees, Annuitants, Compensation and Employing Offices
- DHS MD 11042.1 Safeguarding Sensitive but Unclassified (For Official Use Only) Information
- MD 4300A DHS Sensitive Systems Policy and Handbook
- Handbook for Safeguarding Sensitive Personally Identifiable Information, DHS Privacy Office, March 2012
- Privacy Incident Handling Guide, January 2012
- Management Directive 047-01, Privacy Policy Compliance

5.0 TASKS AND LABOR CATEGORIES

5.1 Labor Category Program/Project Manager

- The Contractor shall provide a Program Manager who shall be responsible for all Contractor work performed under this SOW. The Government anticipates this person will be one of the senior level individuals proposed under Senior Level Human Resources Specialists. The Program Manager shall be a single point of contact for the Contracting Officer and the COR. The name of the Program Manager shall be provided to the Government. The Program Manager is further designated as Key by the Government. During any absence of the Program Manager, the Alternate Program Manager (Senior HR Specialist) shall have full authority to act for the Contractor on all matters relating to work performed under this Task Order. The Alternate Program Manager shall have the same awareness of work being conducted by Contractor team across all Tasks as the Program Manager.
- The Contractor shall not replace the Program Manager or Alternate Program

(Senior HR Specialist) Manager without prior approval from the Contracting Officer.

- The Program Manager shall be available to the COR via telephone and shall respond to any request for discussion or resolution of technical problems within 4 hours of notification and between the hours of 8:00 am and 5:00 pm EST, Monday through Friday.
- The Program Manager shall prepare a project plan with requisite schedule and milestones for completing all tasks described in this SOW. The plan shall describe the Contractor's technical approach, organizational resources, and management controls that the contractor intends to employ to meet the cost, performance, and schedule requirements for all tasks. The Contractor shall provide to the Government a draft Project Management Plan during the contract kickoff meeting and a finalized project plan thirty (30) days after the contract kickoff meeting.
- The Program Manager shall provide a monthly status report no later than the 10th day of the month following the reporting period. This monthly status report shall describe technical progress by each task and sub-task listed in this SOW. It shall include accomplishments for the month; problems encountered; solutions recommended; anticipated travel; and actions for the upcoming month. The financial status section shall consist of funds expenditure graphic, the total current labor hours, and associated total current costs, by category, and individual hours for the month, and the cumulative totals (hours and cost) to date for the project. The travel costs are broken down by destination, duration, purpose, and costs for both monthly and cumulative to date, other direct costs both monthly and cumulative to date. The monthly and cumulative financial data shall be reconcilable to labor hours, labor travel, and Other Direct Cost (ODC), burdens and fees invoiced monthly and cumulatively to date. The Contractor shall be prepared to present the report monthly, or at the request of the COR.
- The Contractor shall maintain weekly activity log

5.2 Marketing and Advertising (Program Promotion)

The Contractor shall assist the Government to lead the marketing and advertising of the ICDF Program to increase program awareness, candidate reach, and participation. The Contractor shall assist the Government in:

- Providing recruiting and administrative support for all program aspects, including but not limited to program promotion and evaluation.
- Identifying, developing, and executing advertisement campaigns to recruit diverse talent.
- Coordinating with OCHCO program manager to ensure that ads, marketing activities, and participation in MSI roadshows and other recruitment activities are properly timed to coincide with the open period of Job Opportunity Announcements (JOAs) and respond to current or projected needs.
- Leading development and duplication of brochures and other promotional items bearing the Sponsor's logo and information highlighting the programs.
- Attending and hosting exhibits at career fairs, trade shows and professional meetings.
- Leading the development and placing of advertisements in magazines, newspapers, radio, and on the internet as well as any other form of media requested by the Sponsor.

- Publicizing the availability of opportunities in the program through distribution of program announcements, advertisements in professional journals, and presentations at college campuses and professional meetings.
- Publishing the eligibility criteria for participants and mentors; requirements for appointment and subsequent renewals; benefits of the program; and processes that apply to applicants and participants.
- Purchasing items bearing the Sponsor's logo and other symbols or information highlighting the programs for advertising and recruitment efforts, and meeting identification. Items may include but are not limited to the development and duplication of brochures, videos, handouts, and magazines; and materials, supplies, and exhibits at career fairs, trade shows, and professional meetings. The vendor must receive prior authorization from the CO and the COR before any purchase.
- Identifying professional organizations, associations, community partners (to include, but not limited to, underserved, and underserved and socio-economically disadvantaged groups) attending MSIs that would promote program and upcoming participants' announcements.
- The Contractor shall maintain weekly activity log

5.3 Experiential Learning – Workforce Development

The Contractor will develop, plan, coordinate, and promote experiential learning opportunities to help ensure ICDF fellows are introduced to intelligence, Cybersecurity, science, and technology needs and enhance technical and core training needed to meet participant skills gaps. The Contractor will provide research and training experiences, including participation in collaborative research, for students at all educational levels. The Contractor shall assist the Government in:

- Developing strategy and provide expertise in the design of activities will place emphasis on participant groups that are underrepresented in Intelligence and Cybersecurity fields.
- Working with DHS Components through OCHCO, to identify Intelligence and Cybersecurity opportunities that would enhance the experiential learning aspect of the program
- Designing and conducting activities complementary to the development of the fellowship program to meet future intelligence and cyber needs.
- Conducting labor trends research; provide follow-up studies to current intelligence and cybersecurity education initiatives; and collect, compile, and disseminate data, as requested.
- Working primarily with stakeholders, to identify facilities that would enhance the experiential learning aspect of the program. Additional coordination may occur with other Operational Components and/or Lines of Business.
- Monitoring participant progress, which may include core training and/or technical training.
- Coordinating special events to provide information on program components and operating procedures, review meetings, and professional development activities aimed to enhance education in areas related to the program. When business amenities are deemed essential for reasons such as meeting continuity or productivity, vendor will prepare meeting agendas that include specific business to be discussed during working sessions over lunch and rationale to determine that the working sessions were an integral part of the meeting in accordance with federal guidelines.

- Meeting with mentors and participants at Sponsor facilities or virtual on a bi-weekly to observe the research and educational activities of the participants; discuss mentor responsibilities; evaluate the effectiveness of the program; and review requirements for program assurance.
- Ensuring project assignments provide participants with opportunities to receive hands-on experience that complement his or her educational and professional background and helps the participant gain knowledge in areas related to the Sponsor's mission.
- Conducting evaluations and assessments of specific elements of the program to gather perspectives of Sponsor's employees, program participants, and mentors relative to ICDF program objectives; capture the degree to which the objectives are met; or provide metrics and data relevant for program administration and indicative of program achievements and outcomes.
- The Contractor shall maintain weekly activity log

5.4 Microtargeted Recruitment Strategy and Execution

The Contractor shall develop and execute the microtargeted recruitment strategy, to include hosting special events, including, but not limited to, MSI networking tours, and training, for the program participants. The Contractor shall assist the Government in:

- Facilitating Minority Servicing Institution (MSI) trainings to DHS personnel by developing, producing, and distributing training materials, job aids, and handouts.
- Facilitating the honorariums to subject matter experts for the purpose of providing participants with additional training specific to their area of expertise.
- Identifying professional organizations, associations, community partners (to include, but not limited to, underserved, and socio-economically disadvantaged groups) that would promote the program and upcoming participants' announcements.
- Identifying trainings, opportunities and/or networking conferences that are beneficial to support experiential learning objectives for each participant.
- Planning and coordinating special events (including, but not limited to, MSI roadshow tours, networking conferences and travel) to provide information on program components, operating procedures, and professional development activities aimed to enhance skills in areas related to the program; provided, however, that the Contractor shall not negotiate or enter into any contracts for conference space, conference lodging, or conference travel.
- Identifying and assisting in approving technical training which teaches the skills needed to develop, maintain, and support of Minority Servicing Institutions (MSIs), specifically Historically Black Colleges and Universities (HBCUs), and/or related application, product, or service.
- The Contractor shall maintain weekly activity log.

5.5 Surge Support (Optional)

The Government anticipates that there may be additional support requirements for this task order as DHS Intelligence and Cybersecurity Diversity Fellowship recruitment conditions evolves. At a minimum, thirty (30) days' notice will be provided to the Contractor prior to exercising and funding the surge support Contract Line Item Number (CLIN). When operational conditions require additional staffing, the Contractor shall provide additional support as requested by the Government. Surge support shall not be provided until the Surge CLIN has been exercised and funded or not to exceed value transferred and funded from the Surge CLIN. The Contractor shall

provide qualified individuals with the necessary DHS security suitability to support Government employees to provide all necessary support as identified in the SOW task. When such support is required, the Government contracting officer (CO) will specify the work to be performed and the duration of the assignment.

6.0 CONTRACTOR PERSONNEL

6.1 Qualified Personnel

The Contractor shall provide qualified personnel to perform all requirements specified in this task order. Qualified personnel must have technical experience in administering Federal human resources programs and policies. Qualified personnel will have current delegated examining certification, or current training equivalent to Federal Government Human Resources specialty for the specific task employed or able to get certified within ninety days from employee start date. Additionally, personnel responsible for delegated examining activities, including those conducting internal audits, are required to complete delegated examining training conducted by the Office of Personnel Management and must be currently certified to perform this work.

6.2 Continuity of Support

The Contractor shall ensure that the contractually required level of support for this requirement is always maintained. The Contractor shall ensure that all contract support personnel are present for all hours of the workday. If for any reason the Contractor staffing levels are not maintained due to vacation, leave, appointments, etc., and replacement personnel will not be provided, the Contractor shall provide e-mail notification to the Contracting Officer's Representative (COR) prior to employee absence. Otherwise, the Contractor shall provide a fully qualified replacement.

6.3 Key Personnel

Before replacing an individual designated as *Key* by the Government, the Contractor shall notify the Contracting Officer no less than 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 Contracting Officer. The Contractor shall not replace *Key* Contractor personnel without approval from the Contracting Officer. The following Contractor personnel are designated as *Key* for this requirement.

- Program Manager (Senior General and Operations Manager)
- Alternate Program Manager (Senior HR Specialist)

6.4 Employee Identification

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 always display all identification and visitor badges in plain view above the waist.

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 always issued badge in plain view above the waist.

6.5 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 always present a professional appearance and that their conduct shall not reflect discredit on the United States or the Department of Homeland Security. The Program Manager shall ensure Contractor employees understand and abide by Department of Homeland Security established rules, regulations and policies concerning safety and security.

6.6 Removing Employees For Misconduct or Security Reasons

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.

7.0 CONTINUITY OF SERVICE

Contractor employees may be granted permission to telework during regular business hours or during Government emergency events provided all security access measures are met and tested prior to execution. Approval must be obtained from the COR in each instance.

8.0 KICK-OFF MEETING

The Contractor shall attend a Kick-Off Meeting for this Task Order within ten (10) business days following award or as otherwise coordinated with the COR. The purpose of the Kick-Off Meeting is to discuss technical objectives of this Task Order and review the Contractor's draft project plan. The kick-off meeting will be held at the Government's facility or via teleconference as scheduled by the COR. The date, time, and office location will be provided after award by the COR and may be held concurrently with the Post Award Conference.

9.0 PROGRESS REPORTS

The Contractor Program Manager (PM) shall provide monthly progress reports to the Contracting Officer, Contract Specialist, COR and Government Program Manager via electronic mail. This report shall include a summary of all work performed as well as: (1) a summary of all project milestones and their anticipated completion dates, (2) data on cumulative funding and expenditure

rates and status with a breakdown of labor hours by labor category (3) invoicing data, (4) an assessment of current month and future month activities, and (5) a discussion of any issues related to task order performance or administration.

10.0 **PROGRSS MEETINGS**

The Contractor will participate in meetings to review/discuss weekly work assignments; prepare weekly summaries of the status of each task assigned, a forecast of the following week’s work assignments, and document the workflow of the hiring process, and prepare a draft Business Operation Procedure using the requested format.

11.0 **PROTECTION OF INFORMATION**

Contractor access to Department information must be protected in accordance with all applicable laws, regulations, and DHS policies, including the Privacy Act of 1974 (as amended) under this task order. Contractor employees shall safeguard this information against unauthorized use, disclosure, or dissemination in accordance with the law and Department policy and regulation.

12.0 **GOVERNMENT FURNISHED RESOURCES**

The Government will provide the workspace, equipment and supplies necessary to perform the on- site portion of contractor services required in this task order, unless specifically stated otherwise in this work statement. The Contractor shall use Government-furnished facilities, property, equipment, systems, and supplies only for the performance of work under this Task Order and shall be responsible for returning all Government-furnished facilities, property, and equipment in good working condition, subject to normal wear and tear. The Government will provide all necessary, systems, information, and data and documents to the Contractor for work required under this task order.

The Contractor shall use Government-furnished systems, information, data and documents only forthe performance of work under this Task Order. It is the Contractor’s responsibility to return all Government-furnished information and data and documents to the Government at the end of the performance period. The Contractor shall not release Government-furnished information and data and documents to outside parties without the prior and explicit written consent of the Contracting Officer.

For Government furnishes equipment for offsite use, the task order will be modified to specify features of the GFP using the format specified below:

| No. | Description | Quantity | Manufacture | Model | Serial # | DHS ID# |
|-----|-------------|----------|-------------|-------|----------|---------|
| | | | | | | |

Use of GFP offsite shall be in accordance with FAR part 45 and the contractor will be responsible and liable for GFP pursuant to FAR 52.245-2, 52.245-5, and HSAR 3052.245-70 as applicable. Pursuant to HSAR 3052.245-70, all GFP used offsite shall be documented and included in annual reports using DHSForm 0700-5, Contractor Report

of Government Property. The contractor shall return GFP used offsite to Government specified locations. The contractor will be responsible for providing office space, supplies, telecommunications, and equipment for work performed at its facilities.

13.0 TRAVEL AND OTHER DIRECT COSTS (ODC)

13.1 Travel

The Contractor may be required to travel, as necessary, within and outside of the Washington, D.C., metropolitan area. The contractor shall seek government approval (Contracting Officer and Contracting Officer's Representative (COR)) in advance prior to incurring any costs associated with travel. The contractor will be reimbursed for actual travel costs at the federal lodging and per diem allowances in accordance with FAR 31.205-46 and the applicable Federal Travel Regulations governing the travel performed directly referable to this task order.

The Government will not reimburse transportation costs in excess of coach class commercially scheduled air or ground transportation by the most expeditious route.

If the Contractor locates personnel outside the Washington D.C. metropolitan area, travel expenses to and/or from the Washington D.C. metropolitan area will not be reimbursed, unless otherwise authorized in advance by the Contracting Officer.

To be reimbursable, the travel expenses must be:

- (i) other than local travel expenses within the Washington, DC metropolitan area or the location of the contractor's personnel if outside the Washington DC metropolitan area
- (ii) allowable under the FTR and the provisions of this task order,
- (iii) approved prior to travel expenditure by the Contracting Officer or Contracting Officer Representative,
- (iv) allocable and necessary for performance of this task order

Travel reimbursement request must be submitted (in writing) in sufficient time for the Contracting Officer or COR to authorize prior approval, and must identify (i) the name of the traveler, (ii) destination
(s) including itinerary, (iii) purpose of the travel, and (iv) cost breakdown.

To be reimbursed, invoices, including travel expenses must provide a detailed breakdown of the actual expenditures invoiced.

Local travel within a 50-mile radius of the National Capital Region (NCR) or worksite WILL NOT be reimbursed. As the Contractor may locate personnel outside the Washington D.C. metropolitan area, for purposes of local travel only, the worksite shall be considered the Washington D.C. metropolitan area, or the location of contractor's personnel, whichever is within the 50-mile radius.

13.2 ODC

In accordance with FAR Part 45, the contractor shall provide all resources necessary to

perform the task orders issued hereunder.

The ODC line item of this contract allows for the purchase of consumable items/materials, contractor acquired services (see paragraph e below), and in some cases special test equipment (STE) incidental to the services being rendered. Fabrication and/or deliverable end-items, including general purpose Information Technology (IT), are not envisioned under this contract. Reimbursement for allowable, allocable, and reasonable other direct costs and applicable indirect rates shall be paid to the contractor to the extent that such costs are necessary and integral to the performance of this specific task order; ODCs for this order are intended to be for items such as , such as Marketing material, Advertising material, Micro Targeted Recruitment Strategy and Execution material. Fee or profit on ODC expenses is not an allowable reimbursement.

All ODCs with an estimated cost at or above \$3,000.00 that the contractor intends to direct charge to a

CPFF task order, requires the prior written approval of the Contracting Officer. ODCs with an estimated cost below \$3,000.00 shall be approved by the COR. However, the contractor must obtain

the written approval of the Contracting Officer prior to the purchase or lease of any of the following

items intended to be utilized on an incidental basis:

- a. IT hardware, software, and/or firmware;
- b. IT support equipment;
- c. Printing and/or reproduction equipment
- d. Telecommunications Equipment;
- e. Support services for any/all of the above; and
- f. All other items which could be considered to fall within the definition of facilities at FAR 45.301.

Contractor requests for approval to incur costs for or otherwise purchase ODCs shall include a detailed description and/or specifics of all proposed ODC items. Lump sum estimates without an explanation of the composition of the other direct costs is not acceptable. For any single purchase exceeding \$10,000 the contractor shall provide documentation demonstrating the reasonableness of the proposed purchase price (e.g., competitive Quoters, cost/price analysis, etc.). When a specific make and model is proposed, the Contractor shall provide justification as to why the requirement can only be met by "specific make and model." Indication by the Government of a preferred or desired make or model does not constitute adequate justification.

All direct labor, to include consultants, shall be estimated under the labor categories set forth in ***Attachment 1***, except that which falls under the definition of contractor acquired services.

Contractor acquired services (for purposes of this contract) are considered to be consumable services such as maintenance of test equipment, rental of facilities, etc. that are contracted for as "total package services". These services shall be priced as ODCs.

SECTION III -DELIVERIES OR PERFORMANCE

1.0 PERIOD OF PERFORMANCE

Base Period: September 30, 2022 – September 29, 2023
Option Period 1: September 30, 2023 – September 29, 2024
Option Period 2: September 30, 2024 – September 29, 2025
Option Period 3: September 30, 2025 – September 29, 2026
Option Period 4: September 30, 2026 – September 29, 2027

2.0 PLACE OF PERFORMANCE

The place of performance of this task order is the Continental United States. All work associated with this task order shall be performed remotely except in the event of school recruitments or mandatory onsite meeting briefing.

3.0 HOURS OF OPERATION

Contractor employees shall generally perform all work between the hours of 8:00 a.m. and 5:00 p.m. EST, Monday through Friday (except Federal holidays) or as directed by the program office and ap-proved by the COR. However, there may be occasions when Contractor employees shall be required to work other than normal business hours, including weekends and holidays, to fulfill requirements under this task order. Should additional hours be requested outside of normal business hours, notification to and approval from the COR and/or Contracting Officer must be obtained prior to any work being per-formed.

4.0 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

The Government hereby provides notification that Government personnel observe the listed days as holidays:

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

In addition to the days designated as holidays, the Government observes the following days:

- (1) Any other day designated by Federal Statute
- (2) Any other day designated by Executive Order

(3) Any other day designated by the President's Proclamation

(a) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized additional hours worked if applicable to this contract.

(b) When the Federal and governmental entities grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the COR.

(c) If Government personnel are furloughed, the Contractor shall contact the CO to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

(1) Contractor personnel that are able to continue contract performance (either onsite or at a site other than their normal workstation) shall continue to work and the contract price shall not be reduced or increased.

(2) Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

(d) In those situations that furloughed Government personnel are reimbursed, the Contractor may not invoice for their employees working during the Government furlough until such time as the special legislation affecting Government personnel is signed into law by the President of the United States.

(e) Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract.

5.0 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 (Microsoft Office Applications or as approved by the COR).

6.0 DELIVERABLES AND DELIVERY SCHEDULE

The COR and Program Manager 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 15 business days to review deliverables and make comments. The Contractor shall have 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.

| SOW REFERENCE | DELIVERABLE / EVENT | DUE BY | DISTRIBUTION |
|--------------------------|---|--------------------------------|---------------------|
| 8.0 | Kickoff Meeting/ Post Award Conference | 10 Business Days | COR/PM |
| 9.0 | Progress Reports | Monthly | COR/PM |
| 10.0 | Progress Meetings | Quarterly or as requested | COR/PM |
| 2.1 & 2.5 | Activity Log must be completed daily but submission (in report format) is required on a monthly basis | 15 th of each month | COR, PM |

7.0 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work and services performed under this task order will be in accordance with the FAR clauses incorporated at Section V, Clauses Incorporated by Reference as applicable.

The COR and/or alternate will review the final deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance with the requirements of the contract. The contractor shall ensure the accuracy and completeness of all deliverables. Errors, misleading statements, incomplete or irrelevant information, and/or excessive rhetoric or repetition shall be considered deficiencies and will be subject to correction by the contractor at no additional cost to the government. Unless otherwise indicated, the government will have five (5) workdays to review final deliverables and make comments. In the event that the contractor is given an opportunity to correct deliverables, the contractor will have two (2) workdays to make corrections. Corrections will be at no additional cost to the government. Upon receipt of the final deliverables, the government will have two (2) workdays for final review prior to acceptance or providing documented reasons for non-acceptance. A rejected deliverable will be handled in the following manner:

After notification that the deliverable did not meet the acceptance factors, the contractor shall resubmit an updated/corrected version within five (5) workdays after receipt of government comments, unless otherwise specified by the COR.

Upon resubmission by the contractor, the government will reapply the same acceptance factors. If the deliverable does not meet the acceptance factors a second time, the Government may consider the contractor as performing deficiently with respect to the subject task.

The COR may reject or require correction of any deficiencies found in the invoice or receiving report. In the event of a rejected invoice or receiving report, the contractor must be notified in writing by the CO or COR of the specific reasons for rejection.

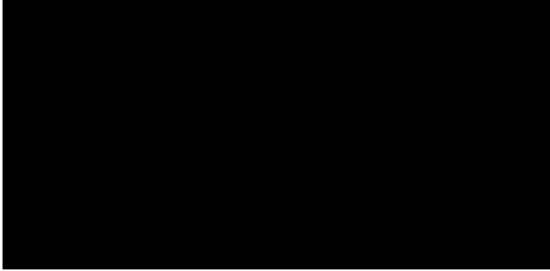
Inspection and acceptance of all work performed, including deliverables, will be accomplished at place of delivery as designated by the COR.

All other review times and schedules of deliverables shall be agreed upon by the parties based on the final approved Project Plan. The Contractor shall be responsible for timely deliverables to Government personnel on the agreed upon review chain, at each stage of the review. The Contractor shall work with personnel reviewing the deliverables to assure that the contractor is on schedule.

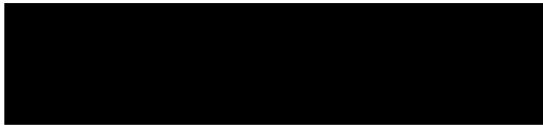
SECTION IV - CONTRACT ADMINISTRATION DATA

1.0 CONTRACT ADMINISTRATION

This task order will be administered by:



2.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)



3.0 CONTRACTING OFFICER'S AUTHORITY

A warranted Contracting Officer is the only person authorized to issue modifications to the task order clause/provision contained elsewhere in this task order, the authority to modify the task order remains solely with the Contracting Officer. If the Contractor makes any task order changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order to cover any increases in charges that may result. The Contracting Officer has the authority to perform all post-award functions in administering and enforcing the proposed task order in accordance with its terms and conditions.

SECTION V - INVOICE AND PAYMENT PROVISIONS

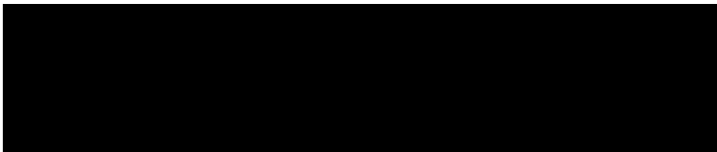
- 1.0** Invoices shall be prepared in accordance with FAR Clause 52.212-4 Contract Terms and Conditions---Commercial Items. In addition to invoice preparation as required by the FAR, the Contractor's invoice shall include, at a minimum, the following information:
- a) Cover sheet identifying DHS;
 - b) Task Order and Associated Contract Number;
 - c) Modification Number, if any;
 - d) Unique Entity ID (UEI) number;
 - e) Dates of services provided;
 - f) Associated CLIN; and
 - g) Associated Labor Categories and hours performed.

- 2.0** The Contractor shall submit one invoice by the 10th day of each month.

Contract Line Item Number (CLIN) for each billed item:

- a) Time and Materials (T&M) – The Contractor shall indicate the CLIN, SOW task reference number and task title; labor category; site location; percentage of time worked; staff name; total monthly hours for staff member; and labor rate in addition to the total monthly amount for staff member; total monthly hours for all staff per task and total monthly amount for all labor.

- 3.0** The Contractor shall submit the invoice electronically to the address below: E-mail:



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

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

SECTION VI – SPECIAL TASK ORDER REQUIREMENTS

1.0 PERSONNEL QUALIFICATIONS

The Contractor shall be responsible for employing technically qualified personnel to perform the work specified in this statement of work. The Contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the Government's specifications and requirements. The work history of each Contractor employee must contain experience directly related to work he/she is required to perform under this Task Order.

The Government reserves the right, during the life of this order, to request work histories on any Contractor employee for the purposes of verifying compliance with the above requirements; additionally, the Government reserves the right to review and approve resumes of contractor personnel proposed to be assigned to this order.

In addition, the Contractor must have the demonstrated ability to reach out to a wide variety of subject matter experts in relevant fields, retain their services, and productively engage them in support of Government requirements.

2.0 DISCLOSURE OF INFORMATION – OFFICIAL USE ONLY

Each officer or employee of the Contractor or Subcontractor at any tier to whom "Official Use Only" in-formation may be made available or disclosed shall be notified in writing by the Contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 United States Code (U.S.C.) Sections 641 and 3571. Section 641 of 18

U.S.C. provides, in pertinent part, that whoever knowingly converts to his 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 the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten (10) years or both.

3.0 SECURITY REQUIREMENTS

- a) The procedures outlined below shall be followed in order for the DHS Security Office to process background investigations and suitability determinations, as required, in a timely and efficient manner.
- b) Carefully read the security clauses in the contract. Compliance with these clauses is not optional.
- c) 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 on the contract. 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 Security Office. Prospective Contractor employees shall submit the following completed forms to the DHS Security Office. The Standard Form 85P will be completed electronically, through the Office of Personnel Management's e-QIP SYSTEM. The completed forms must be given to the DHS Security Office no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- (1) DHS Form 11000-25, "Contract Suitability/Security Screening Request Form"
- (2) The COR will provide the form, partially completed with contract information, at the PAC.
- (3) The Contractor shall submit completed forms to the COR within five business days after completion of Post Award Conference.
- (4) Standard Form 85P, "Questionnaire for Public Trust Positions"
- (5) FD Form 258, "Fingerprint Card" (2 copies)
- (6) DHS Form 11000-6 "Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement"
- (7) DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

d) Only complete packages will be accepted by the DHS Security Office. Specific instructions on submission of packages will be provided upon award of the contract.

e) DHS may, as appropriate, authorize and grant a favorable entry on duty (EOD) decision based on preliminary suitability checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered a determination that a full employment suitability authorization will follow. A favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access government facilities or information, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office.

f) Contract employees waiting for an EOD decision may not begin work on the contract. Limited access to Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings, non-recurring meetings and begin transition work.

g) The DHS Office of Security/PSD shall be notified of all terminations/resignations within five (5) 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 who it was issued and the last known location and disposition of the pass or card.

h) Failure to follow these instructions may delay the completion of suitability determinations and background checks. Note that any delays in this process that are not caused by the government do not relieve a contractor from performing under the terms of the contract.

i) Your POC at the DHS Security Office is: Office of Security/PSD
Customer Service Support

Washington, DC 20528

j) All suitably “screened” contractor employees shall be required to take the following DHS mandatory training classes and successfully pass test benchmarks to establish proficiency.

- DHS Rules of Behavior Training
- IT Security Training
- Privacy Training
- DHS Records management

k) All duties and work performed on behalf of DHS whether online via DHS systems, telephonically or via hard copy document must be managed and conducted in accordance with all DHS and Federal Guidelines and mandates. Failure to maintain compliance will result in, nominally, removal of deficient staff; to potential early termination of the engagement if significant or systemic situations are found. This will be at the discretion of DHS.

4.0 SECTION 508 COMPLIANCE

Accessibility Requirements (Section 508)

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 (EIT), 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 EIT accessibility 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 ap-plications 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 through the use of a Web or Software application interface having user controls available.

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.

4.1 Section 508 Applicable Exceptions

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

4.2 Section 508 Compliance Requirements

36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which 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 meet 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 authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

5.0 ADDITIONAL SECURITY REQUIREMENTS

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, including the organization of the DHS Office of the Chief Information Officer, the Office of the Inspector General, authorized Contracting Officer's Representative (COR), and other government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor will contact the DHS Chief Information Security Officer to coordinate and participate in the review and inspection activity of Government over-sight organizations external to the DHS. Access shall be provided to the extent necessary for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DHS data or the function of computer systems operated on behalf of DHS, and to preserve evidence of computer crime.

6.0 NON-DISCLOSURE AGREEMENT

The Contractor will be required to submit an executed Non-Disclosure Agreement for each individual performing under this task order. The Contractor shall submit copies of the Non-Disclosure Agreement to the Contracting Officer and COR prior to an individual beginning performance under this task order.