

Strategic Integration Services (SIS) Scope of Work

1. GENERAL

1.1. Objective

The objective of this requirement is to secure mission critical strategic, operational, training and resource management consulting services in support of enterprise integration, change management, operational and program improvements, analysis and continuous innovation.

1.2. Background

The Federal Protective Service (FPS) is a federal law enforcement agency component under the US Department of Homeland Security that provides protection and physical security activities to ensure the Federal Government functions securely. These activities are performed daily at more than 9,500 federal facilities, utilizing more than 1,000 FPS law enforcement officers and about 14,000 contracted protective security officers in every state and territory. More than 1.4 million federal employees and individuals seeking services from the Federal Government are protected by FPS assets every day. FPS provides the Secretary of Homeland Security with a highly trained, nationwide force that can be used in any mission to counter emerging or existing threats and terrorism, whether domestic or foreign, within the boundaries of the United States and its territories.

1.3. Scope

FPS requires specialized consulting support services to assist FPS in achieving critical operational integration of new or improved programs and processes across the organization and related support. The Contractor shall specifically support the following six (6) task areas:

- Strategic Transformation Support Services
- Program Development and Improvement Support Services
- Training and Professional Development Support Services
- Transition and Planning Support Services
- Data Analysis and Program Assessment Support Services
- Surge Support related to any one of the task areas

Note: In no circumstance shall the support provided herein have the final determination of any policy, process, rule or other inherently governmental activity. Final determination and acceptance of such deliverables and work products are exclusively reserved for FPS federal employees. All deliverables and work products must assure compliance with all applicable DHS policies and procedures, relevant Office of Management and Budget (OMB) circulars, and other federal laws and regulations as required.

1.4. Contract Type

The contract type anticipated is labor hour.

1.5. Applicable Documents

The Contractor shall perform all tasks within this Statement of Work (SOW). The Contractor shall abide by all applicable regulations listed in this SOW while performing tasks. The Contractor shall be required to adhere to the most recent version of all regulations listed or determined by FPS as policies and regulations may change throughout the life of the contract to include:

- Accessibility Requirements Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998
- American Disabilities Act (ADA)
- American National Standards Institute (ANSI)
- 5 CFR Part 2635 – Standards of Ethical Conduct for Employees of the Executive Branch
- DHS 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act”
- DHS Management Directive (MD) 4010.2, Section 508, Program Management. Office and Electronic and Information Technology Accessibility
- DHS MD 4300A, DHS Sensitive Systems Policy and Handbook
- Federal Information Processing Standards Publication (FIPS PUB) Number 201, Personal Identity Verification (PIV) of Federal Employees and Contractors
- General Accounting Office, Accounting Principles and Standards
- Homeland Security Presidential Directive 12 (HSPD-12)
- Incidental to Contract 36 CFR 1194.3(b) – Incidental to Contract, all Electronic Information Technology (EIT)
- The Occupational Safety and Health Administration (OSHA)

2. SPECIFIC REQUIREMENTS/TASKS

2.1. Task Area One. Strategic Transformation Support Services

The Government anticipates a need for four (4) different labor categories in support of work task 2.1, Strategic Transformation Support Services, specifically:

Program Manager
 Senior Strategist
 Senior Change Management Specialist
 Journeyman Integration Specialist

The Contractor shall provide Strategic Transformation Support Services, to include: transformation strategy, brand enhancement, mission alignment improvements, and associated general support. In support of task area 2.1 the Contractor shall perform the following tasks:

- 2.1.1. Support FPS in ensuring executive alignment and commitment to priority efforts and implementation of identified Director sponsored initiatives.
- 2.1.2. Support formulation and implementation of major goals and initiatives
- 2.1.3. Incorporate change management and leadership development. recommendations and activities to effectively transform to high performance.
- 2.1.4. Support the development of actionable performance information to better inform decision making.
- 2.1.5. Support the review of Strategic Initiatives to focus attention on the most important performance improvement projects.
- 2.1.6. Support the alignment efforts underway or planned to the FPS strategy and culture, with a focus on results and the drivers of results.
- 2.1.7. Review existing organization processes and systems and make recommendations to align and integrate the organization’s systems, processes, and programs to the strategy. Recommendations should be simple to administer, clear to understand and direct, and deliver practical benefits over the long-term.

- 2.1.8. Incorporate learning and feedback, to promote continuous long-term improvement.
- 2.1.9. Support FPS at working groups, engagements, and forums
- 2.1.10. Recommend appropriate actions to coordinate the delivery of multiple activities across various organizations for proper phasing and coordination of efforts.
- 2.1.11. Identify strategic opportunities and recommend processes, methodologies, tools, skill sets, performance indicators, and systems required for tactical delivery while leveraging and/or integrating other efforts.
- 2.1.12. Support FPS in developing and implementing change management activities.
- 2.1.13. Identify opportunities for improvement, nonvalue add elements, analysis of alternative solutions and downstream impacts to the organization.
- 2.1.14. Draft and review communications from the FPS Front Office to communicate with employees before, during, and after Change activities to ensure they understand the value of their participation and the actions or changes that resulted as well as updates on other Director sponsored initiatives
- 2.1.15. Support the development of briefing materials to multiple audiences.
- 2.1.16. Support organizational development activities to include organizational design assessments, making recommendations for changes or improvements based on findings.
- 2.1.17. Assess organizational capacity, skills and capabilities and make recommendations.
- 2.1.18. Prepare draft responses to questions, reporting requirements, white papers, or comments to documents for review to support FPS.
- 2.1.19. Assist in the development and implementation of procedures to analyze the effectiveness and efficiency of the agency.
- 2.1.20. Provide reach-back access to, or support from corporate subject matter experts and analysts to assist and advise FPS on Strategy and transformation efforts. Expertise may include: Emerging Threats, Law Enforcement, Physical Security, Screening Operations, Cyber Security, Data Management, Training and Professional Development, Geospatial Information Systems (GIS), Protection, Dispatch, Incident Management, Security Technology, etc.
- 2.1.21. Manage and coordinate integration engagements and provide the following support, as it relates to integration efforts:
 - Prepare meeting minutes, and support outreach events and associated roundtables
 - Support the development of communication strategies and messaging.
 - Assist in the management and administration of SharePoint site
 - Assist in meeting preparation.
 - Assist with task coordination and schedule tracking.
 - Develop reports, dashboards and other related Change Management tools.

The Government also anticipates short-term levels of effort, considered urgent, an emergency, and/or those unforeseen limited instances where operational tempo dictates, see section 2.6, Surge Support.

2.2. Task Area Two. Program Development and Improvement Support Services

The Government anticipates a need for 3 labor categories in support of scope of work task 2.2, requirements development support, specifically:

Senior Business Analyst
 Journeyman Business Analyst
 Journeyman Operational Research Analyst

In support of this task area, the Contractor shall perform the following tasks:

- 2.2.1. Documenting, analyzing, tracing, prioritizing and building consensus on requirements and then controlling change and communicating to relevant stakeholders, and associated general support to those previously mentioned activities.
- 2.2.2. In support of the above noted efforts the Contractor shall provide services in support of the following like tasks as required under this scope of work:
- 2.2.3. Examine FPS operations and supporting and enabling activities to identify specific mission areas which represent large scale functions or groups of functions executed to perform a specific mission.
- 2.2.4. Identify critical capabilities necessary for successful execution within a mission area by identifying and engaging full range of potential stakeholders and conducting needs assessments with those stakeholders.
- 2.2.5. Assess mission objectives against existing FPS capabilities to determine capability gaps.
- 2.2.6. Facilitate the development and/or optimization of business processes, policies, and/or programs through stakeholder involvement, and document those business processes as concepts of operations in coordination with FPS.
- 2.2.7. Analyze business processes/concepts of operations, with input from stakeholders, to identify gaps and derive specific, measurable, attainable, realistic and testable operational requirements to provide capabilities to close on those gaps. The Contractor will assist in setting up the long-term implementation and sustainment of the capability.
- 2.2.8. Review identified operational requirements with system or business process/program owners to and assist in prioritization of initiatives and establishment of project timelines for delivery of potential capabilities.
- 2.2.9. Assess stakeholder input, in combination with operational research and industry best practices to provide FPS leadership and program managers with actionable recommendations.
- 2.2.10. Assist FPS program managers in documenting features, attributes, templates, processes and standard operating procedures to ensure achieved programs and processes are well described and understood.
- 2.2.11. Assist FPS program managers with coordination and facilitation of cross-functional/cross-organizational Integrated Project Teams (IPTs) that are established to plan, implement and execute operations related initiatives.
- 2.2.12. Support FPS in identifying such aspects as quality requirements, staffing estimates, logistical considerations, skill sets, training implications, organizational positioning, etc. as required to ensure effective and efficient implementation of identified solutions.
- 2.2.13. Provide recommendations to FPS Operations Directorate Leadership for advancement of key programs and increased effective communication and integration between the Operations Directorate and other FPS Directorates, as needed, based on understanding of FPS history, strategic objectives, culture, and structure, and expert knowledge of operational trends amongst other federal agencies and private industry.
- 2.2.14. Analyze program effectiveness and make recommendations supporting implementation, conduct data, performance, and trend analysis, employ operational research techniques, support the management of data integrity and operational systems. In support of the above noted efforts the Contractor shall provide services like the following tasks in support scope of work:
- 2.2.15. Coordinate project stakeholders to align multiple mission objectives, working towards shared strategic objectives through formalized action groups, providing project management support for each effort as identified by the action group.

- 2.2.16. Support FPS program managers and action group leaders in facilitating communication and establishing consensus and common ground among project stakeholders and participants through multiple means, including but not limited to:
 - One-on-one interviews
 - Group interviews
 - Facilitated sessions
 - Questionnaires
 - Use cases/user scenarios
 - Process and Activity Review
- 2.2.17. Evaluate working effectiveness and suitability of FPS programs, divisions, and systems through test methods aimed at (1) identification of defects, gaps, areas of risk (2) measurement of the adequacy of the output, and (3) assessment of the reliability of the operations.
- 2.2.18. Prepare recommendations to mitigate risk and close gaps and improve overall effectiveness or efficiency.
- 2.2.19. Support the implementation of new processes, programs, and systems and national coordination efforts.
- 2.2.20. Improve decision-making through implementation of business intelligence.
- 2.2.21. Support the identification and collection of Key Performance Indicators (KPIs) to monitor routinely for operational effectiveness.
- 2.2.22. Drive efficiencies and process changes to address information developed from performance indicators and operational data.
- 2.2.23. Identify and Review performance related data currently available to FPS, the frequency and means of collecting it and make recommendations on using this data as KPIs.
- 2.2.24. Recommend and support implementation of new collection methodologies expanding and consolidating data requirements and analysis capabilities.
- 2.2.25. Employ operational research techniques and methods to support problem-solving and improved decision-making and efficiency.

The Government also anticipates short-term levels of effort, considered urgent, an emergency, and/or those unforeseen limited instances where operational tempo dictates, see section 2.6, Surge Support.

2.3. Task Area Three. Training and Professional Development Support Service

The Government anticipates a need for two labor categories in support of scope of work task 2.4, Training and Professional Development support, specifically:

Senior Training and Professional Development Specialist
 Journeyman Training and Professional Development Specialist

The Contractor shall provide to FPS Training and Professional Development expertise for the support and delivery of training for a highly-specialized workforce and continuing staff growth opportunities with stakeholders both inside and outside FPS as well as to provide organizational development activities. In support of this task area the Contractor shall perform the following tasks:

- 2.3.1. Assess the capabilities, gaps, and future needs that FPS currently has across its training portfolio for training of new hires, development of the existing workforce, and offerings of unique and specialized training to government partners and external stakeholders.

- 2.3.2. Support FPS in conducting stakeholder engagement through protective agency comparison groups to identify industry trends, share FPS best practices, and align FPS training policies and practices to federal government training standards for maintaining and enhancing FPS programs.
- 2.3.3. Support the establishment of a virtual learning training capability.
- 2.3.4. Prepare recommendations for training program management and evolution to stay current with industry trends, meet FPS training standards, and incorporate FPS operational requirements.
- 2.3.5. Identify training requirements and essential skills needed to perform the organizational mission, cross walk those to identify training gaps and to update career development requirements.
- 2.3.6. Develop lesson learned library based on understanding of, and research into, FPS training records such as use of force reviews, practical exercise results from training, instructor evaluation reports, and training (re)certification results.
- 2.3.7. Analyze dispersion, utilization, and diversity of adjunct instructors across the FPS nationwide area of responsibility to provide recommendation for ideal structure and function of the workforce to improve as a force multiplier.
- 2.3.8. Strengthen internal controls and risk mitigation tools through strategic and tactical planning for the training directorate to include compliance with Office of Personnel Management (OPM) and DHS training requirements, adherence to FPS policy, and support of fiscal responsibility and operational efficiency.
- 2.3.9. Provide recommendations to FPS Training Directorate Leadership for advancement of training programs and increased effective communication and integration between the Training Directorate and other FPS Directorates, as needed, based on understanding of FPS training history, strategic objectives, culture, and structure, and expert knowledge of training objectives, culture, and structure of other federal agencies, other government branches, and private industry.
- 2.3.10. Support FPS program managers in facilitating communication and establishing consensus and common ground among project stakeholders and participants through multiple means, including but not limited to:
 - One-on-one interviews
 - Group interviews
 - Facilitated sessions
 - Questionnaires
 - Use cases/user scenarios
 - Process and Activity Review

The Government also anticipates short-term levels of effort, considered urgent, an emergency, and/or those unforeseen limited instances where operational tempo dictates, see section 2.6, Surge Support.

2.4. Task Area Four. Transition and Strategic Planning Support Services

The Government anticipates a need for two (labor categories in support of scope of work task 2.1, Transition and Strategic Planning Support Services, specifically:

Senior Organizational Development Specialist
Journeyman Organizational Development Specialist

In support of this task area, the Contractor shall perform the following tasks:

- 2.4.1. Coordinate project stakeholders to align multiple mission objectives, working towards shared strategic objectives through formalized action groups, providing project management support for each effort as identified by the action group.
- 2.4.2. Develop content for and facilitate semi-annual Resource Management All-Hands meetings and regular leadership Strategy Meetings.
- 2.4.3. Develop and conduct surveys to assess the pulse of Resource Management along with a report identifying key takeaways and analysis.
- 2.4.4. Support the implementation of new processes, programs, and systems and national coordination efforts.
- 2.4.5. Support FPS Transition and Strategic Planning efforts

The Government also anticipates short-term levels of effort, considered urgent, an emergency, and/or those unforeseen limited instances where operational tempo dictates, see section 2.6, Surge Support.

2.5. Task Area Five. Data Analysis and Program Assessment Support Services

The Government anticipates a need one labor hour category in support of scope of work task 2.5, Transition and Strategic Planning Support Services, specifically:

Journeyman Organizational Development Specialist

In support of this task area, the Contractor shall perform the following tasks:

- 2.5.1. Prepare recommendations to mitigate risk and close gaps and improve overall effectiveness or efficiency.
- 2.5.2. Improve decision-making through design, development, and implementation of business intelligence and maturation of data to inform decisions.
- 2.5.3. Establish metrics and KPIs to inform decision making.
- 2.5.4. Conduct performance tracking and regular reporting to identify changes and Return on Investments (ROIs).
- 2.5.5. Experience in the use of Tableau data management and visualization products in support of business intelligence initiatives.
- 2.5.6. Design and implement qualitative and quantitative metrics to measure performance of FPS' programs.
- 2.5.7. Employ change management principles as required and assist with change initiatives from idea through implementation – track and monitor results. The Contractor shall apply proposed process improvement principles and methods.
- 2.5.8. Develop timelines, engage stakeholders, evaluate risks, and manage personnel, deliverables, and quality.
- 2.5.9. Lead and facilitate meetings, design and facilitate working sessions, and present progress and results to FPS and departmental executives.
- 2.5.10. Assess FPS programs and processes for compliance with stated requirements and recommend improvements to enhance efficiency and effectiveness based on changing stakeholder requirements and industry best practices.
- 2.5.11. Identify and communicate recommended needs and opportunities for generating improvements in FPS business processes across functions, enabling FPS team members across departments to troubleshoot issues and make data-driven decisions
- 2.5.12. Develop performance metrics and measurement tools for management and reporting of data across FPS.
- 2.5.13. Qualify, evaluate, and determine credibility and reliability of data related to all Program and Compliance assessments.

- 2.5.14. Define and develop Key Performance Indicators (KPIs) to illuminate gaps and identify action steps to improve performance within FPS programs and initiatives.
- 2.5.15. Promote strategic planning at multiple leadership levels within FPS by facilitating discussions with and among distinct functional areas, synthesizing feedback, and developing actionable goals.
- 2.5.16. Assist with organizational process design: use change management principles to educate, build consensus on, and implement procedural and process changes across FPS.
- 2.5.17. Communicate results and impacts of assessments, analyses, and external research to FPS and departmental executives.
- 2.5.18. Manage competing priorities and contingent tasks as required.
- 2.5.19. Participate in research and strategy development related to continuous improvement initiatives.

The Government also anticipates short-term levels of effort, considered urgent, an emergency, and/or those unforeseen limited instances where operational tempo dictates, see section 2.6, Surge Support.

2.6. Task Area Six Emerging Threat and Surge Support

The Contractor shall remain ready for an emerging threat or surge requirement and be able to support additional support requirements within 30 calendar days delivering any of the identified labor categories into one of the existing CLINS. Surge support will be requested through formal modification to the contract. Modification will be for a specific level of effort and described with a work description of what support is required, in support of what office and for how long.

3. CONTRACTOR PERSONNEL

3.1. Qualified Personnel

See Section 10 for Labor Category description and minimum qualifications for Key on Non-key personnel.

3.2. Key Personnel

Before replacing any individual designated as *Key* by the Government, the Contractor shall notify the Contracting Officer (CO) 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 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:

Program Manager
Senior Strategist

3.3. Program Manager (Key Personnel):

The Contractor shall provide an Onsite Program Manager who shall plan, organize, direct and control all contract personnel on contract. The Contractor's onsite Program Manager shall be the Government's central point of contact for the contract, be responsible for performance on contract across all task areas, quality control of deliverables, the Monthly Status Report, Progress Meetings, and communications with the COR.

3.4. Employee Identification:

Each employee of the Contractor shall carry or possess a Government issued identification card or badge while on Federal premises. The Contractor shall insure that all Government identifications are returned to the issuing agency when employees are terminated or upon expiration of the contract.

The CO may request the Contractor to be immediately removed from the work site(s) should it be determined that individuals are found to be unfit to perform the duties outlined in the SOW. The Contractor shall comply with any removal request, but any such removal is limited to this contract and does not limit the Contractor as the individual's employer, from placing the individual on other non-FPS projects or work. The determination to remove an employee may be made, but shall not be limited to, any of the following reasons:

- Failure to receive a clearance from GSA or a tenant agency.
- Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3.
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal efficient operations of the Government or the general public
- Theft, vandalism, immoral conduct, or any other criminal actions.
- Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.
- Improper use of Government identification.
- Violation of security procedures or regulations.

4. OTHER APPLICABLE CONDITIONS

4.1. SECURITY REQUIREMENTS

4.1.1. Suitability Determination:

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security 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 as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

4.1.2. Background Investigations:

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing 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. Background investigations will be processed through the OPR-PSU. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the OPR-PSU through the COR, no less than 35 days before the starting date of the contract or 35 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- Standard Form 86, "Questionnaire for National Security Positions" Form will be submitted via e-Qip (electronic forms submission). (Original and One Copy)
- Three signed eQip Signature forms: Signature Page, Release of Information and Release of Medical Information (Originals and One Copy)
- Two FD Form 258, "Fingerprint Card"
- Foreign National Relatives or Associates Statement
- DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
- Optional Form 306 Declaration for Federal Employment (applies to contractors as well)

If the contract authorizes positions which do not require access to classified information: In those instances where a Prospective Contractor employee will not require access to classified information, areas or classified systems the Vendor will add to and the COR will insure the following statement is added to the eQip Worksheet prior to submitting it to OPR

PSU: "Employee will not require NSI Access to Classified Information or Classified Systems at any level".

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

4.1.3. Continued Eligibility:

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

4.1.4. Required Security Reports

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported to include Police Reports, Court Documents and Contract Vendor disciplinary actions.

The OPR-PSU will be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

4.1.5. Employment Eligibility

The contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

4.1.6. Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract; the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

4.2. Information Technology Security

4.2.1. Information Technology Security Clearance

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS MD 140-01 - Information Technology Systems Security and DHS MD 4300 Sensitive Systems Policy*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

- **Information Technology Security Training and Oversight**

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

- **Information Technology Security Compliance**

All hardware, software, and services provided under this task order must be compliant with DHS 4300A DHS Sensitive System Policy and the DHS 4300A Sensitive Systems Handbook.

4.3. Required Security and Privacy Training for Contractors:

Contractor shall provide training for all employees and subcontractors that have access to Sensitive Personally Identifiable Information (SPII) as well as the creation, use, dissemination and / or destruction of SPII, at the outset of the subcontractor's /employee's work on the contract and every year thereafter. Said training would include procedures on how to properly handle SPII, to include security requirements for transporting or transmitting SPII information, requirements for reporting a suspected breach or loss of

SPII within one hour and supporting privacy compliance and breach management activities. The Contractor must submit an e-mail notification to the Contracting Officer Representative (COR) that all the contractor's employees have received privacy training prior to the beginning of the contract.

The Federal Information Security Management Act (FISMA) requires all individuals accessing FPS information, regardless of their employment status, be they Federal or contractor employees, to take the annual Information Security and Records Management Training annually. Both courses (Information Security and Records Management) can be obtained via government provided CD. Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the FPS COR that the required Information Security, Records Management, and Privacy training has been completed for all the contractor's employees.

The privacy training can be obtained via government-provided CD or through the Homeland Security Information Network at <https://share.dhs.gov/nppdprivacy101training/>. DHS has also published a guidebook defining SPII and setting standards for SPII handling and protection. The DHS Handbook for Safeguarding SPII is a 30-page public document on the DHS Privacy Office website. Link: http://www.dhs.gov/sites/default/files/publications/privacy/Guidance/handbookforsafeguardingsensitivePII_march_2012_webversion.pdf

4.4. Period of Performance

The period of performance for this contract begins upon the Service Start date and is one (1) 12-month base period and four (4) 12-month option periods. The Service Start Date is 60 days after the contract award date. The Service Start Date will be finalized in the award document. Transition activities during the 60-day transition period are at no cost to the Government.

4.5. Place of Performance

4.5.1. The place of performance is onsite with the Government at:

800 North Capitol Street NW
Washington, DC 20536

4.5.2. All supported offices are located at this location. Some requirements may require traveling to other location for events.

4.6. Standard Work Week and Telework

4.6.1. Contractor personnel shall be expected to be on site at the locations identified while performing all tasks under the contract. Contractor personnel shall work eight (8) hours per day during the core hours between 7:00 AM and 6:00 PM, 40 hours per week, Monday through Friday. On occasion, it may be required that Contractor personnel work more than eight (8) hours in a single day, but in no event will a work day exceed 12 hours.

4.6.2. The Contractor employees may be afforded the opportunity for situational tele-work. Telework approval is at the discretion of the COR and CO. Situational tele-work may be granted for inclement weather or for other reason found to be beneficial to the government.

4.7. Federal Holidays

4.7.1. Federal law (5 U.S.C. 6103) establishes the following public holidays for Federal employees. Please note that most Federal employees work on a Monday through Friday schedule. For these employees, when a holiday falls on a non-workday (Saturday or

Sunday) the holiday usually is observed on Friday or Monday, respectively. Contractor personnel shall follow these same guidelines. FPS will not pay for or allow the Contractor to bill for any Federal Government holidays.

4.7.2. Federal Government Holidays include:

New Year's Day	January 1 st
M. L. King Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25 th

4.8. Travel and Other Direct Costs (ODCs)

4.8.1. Travel

Travel may be required in support of this requirement. Travel will be reimbursed in accordance with the Federal Travel Regulations (FTR). Reimbursement of local travel and commuting expenses are not authorized.

The Contractor shall seek Government approval in advance of incurring any expenses associated with travel. Government approval is provided by the Contracting Officers Representative (COR) and/or the Contracting Officer (CO). The Contractor shall provide estimated costs, including any quotes, with its approval request. Allowable and reasonable costs incurred by the Contractor will be reimbursed within the "not-to-exceed" travel ceiling established in the price schedule. The Contractor shall not invoice the Government for any associated fee or profit above the actual costs incurred for travel. Once proposed costs are approved by the Government, the Contractor shall not exceed the established ceiling. Local travel will not be reimbursed within a 50-mile radius of the primary worksite. The primary worksite shall be considered 800 North Capitol Street NW, Washington D.C.

4.8.2. Other Direct Costs

Other Direct Costs (ODCs) may be required in support of this requirement. All ODCs shall be approved in advance by the COR and/or the CO, determined to be at a fair and reasonable cost and will be in accordance with the scope of work, the referenced terms and conditions and applicable regulations set herein. The Contractor shall use their normal internal procurement procedures when securing ODCs in support of this requirement.

4.9. Post Award Conference

The Contractor shall attend a Post Award Conference with the Contracting Officer and the COR no later than 5 business days after the date of award. The purpose of the Post Award Conference, which will be chaired by the Contracting Officer, is to discuss technical and contracting objectives of this contract and to review the Contractor's Management Approach Plan (MAP). The Post Award Conference will be held at FPS Headquarters, located at 800 North Capitol Street NW, Washington DC 20536 or via teleconference.

5. REPORTING REQUIREMENTS

5.1. Transition In Plan

The Contractor shall provide a draft transition In Plan (5) business days after contract award to the COR that includes a description of all transition activities leading up to Service Start Date, to include:

- Organizational Chart
- Team Availability
- Personnel Fitness determinations/security clearance eligibilities
- Staffing
 - Recruitment of New Employees
 - Process for transition of predecessor Contractor Employees, if applicable
 - Staffing Levels
- Mandatory PII and Records Management Training (section 2.9.1)
- Badging (PIV Cards)
- Transition Events and Schedule

The Government will provide written comments back on the draft Transition In Plan within 5 business days. The Contractor shall provide the final Transition In Plan 15 calendar days after receiving the Government's written feedback on the draft. The Contractor shall assume 100% of required services within 60 days of contract award and at the Service Start Date of the contract. The Contractor shall provide weekly (Monday or next business day, by 10 am) transition status and progress reports during the transition period, addressing items specified in section 10.2).

5.2. Transition Out Plan

The Contractor shall develop, document and execute a Transition Out Plan that shall be used to transition all specific requirement task, subtasks and materials to FPS at the end of the contract. The plan shall incorporate an inventory of material, reports and deliverables required to fully transition this contract to the successor contractor. The Transition Out Plan is due to the COR 90 days prior to the Contract expiration date. The Contractor shall provide weekly updates on the transition out activities and meet with the Government, as requested to ensure a smooth transition.

5.3. Management Approach Plan (MAP)

The Contractor shall provide a MAP as part of the proposal. The approved MAP from the proposal will be incorporated into the contract and will be reviewed and discussed at the post award conference, (5) business days after award. The Contractor shall provide additional electronic copies of the approved MAP to the CO and COR, via email, 48 hours prior to the post award conference. The MAP shall include the Contractor's approach to:

- Management Methodology
- Staffing
- Organizational Chart
- Security
- Standardization of Contract Processes and Procedures
- Quality Control Procedures
- Deficiency Correction Methods
- Communications

5.4. Business Continuity Plan

The Contractor shall prepare and submit to the COR and CO a Business Continuity Plan (BCP) to the Government. The BCP Plan shall be due 30 calendar days after the date of award and will be updated on an annual basis. The COR will review the Contractor's Business Continuity Plan and may request

revisions in writing. The Contractor will have 15 calendar days to provide a revised Business Continuity Plan. The BCP shall document Contractor plans and procedures to maintain support during an emergency, including natural disasters and acts of terrorism. The BCP, at a minimum, shall include the following:

- A description of the Contractor's emergency management procedures and policy
- A description of how the Contractor will account for their employees during an emergency
- How the Contractor will communicate with the Government during emergencies
- A list of primary and alternate Contractor points of contact, each with primary and alternate:
 - Telephone numbers
 - E-mail addresses

Individual BCPs shall be activated immediately after determining that an emergency has occurred, shall be operational within 4 hours of activation or as directed by the Government, and shall be sustainable until the emergency situation is resolved and normal conditions are restored, or the contract is terminated, whichever comes first. In case of a life-threatening emergency, the COR shall immediately make contact with the Contractor Program Manager to ascertain the status of any Contractor personnel who were located in Government controlled space affected by the emergency. When any disruption of normal, daily operations occurs, the Contractor Program Manager and the COR shall promptly open an effective means of communication and verify:

- Key points of contact (Government and contractor)
- Temporary work locations (alternate office spaces, telework, virtual offices, etc.)
- Means of communication available under the circumstances (e.g. email, webmail, telephone, FAX, courier, etc.)
- Essential Contractor work products expected to be continued, by priority

The Government and Contractor Program Manager shall make use of the resources and tools available to continue contracted functions to the maximum extent possible under emergency circumstances. Contractors shall obtain approval from the Contracting Officer prior to incurring costs over and above those allowed for under the terms of this contract. Regardless of contract type, and of work location, Contractors performing work in support of authorized tasks within the scope of their contract shall charge those hours accurately in accordance with the terms of this contract.

5.5. Project Objectives, Actions & Milestone (POAM) Reports

The Contractor shall initiate and maintain a Project Objectives, Actions and Milestones (POAM) Report on each project worked in support of task areas 2.1 through 2.9 and shall update the POAMs weekly until the projects are completed. The POAM is a document that identifies tasks, major events and milestones, responsible party for each task, planned dates of completion and actual dates of completion and status comments on each task. The purpose of the POAM is to assist FPS in identifying, assessing, prioritizing, and monitoring the progress of active projects. The Contractor shall be prepared to provide the COR or supported Task Manager a copy of project POAMs upon request.

5.6. Monthly Status Reports

The Contractor shall submit a Monthly Status Report (MSR) electronically, via email, by the 15th of each month reporting on the previous month, to the Contracting Officer, COR and the designated FPS Task Manager of each of the four (4) support offices (Office of the Director, Operations, Training and Resource Management). The MSR shall include the following data:

- Report Number (consecutive); Reporting Period;
- Description of Tasks Completed;
- Status on Ongoing Work, to include: Description of Work Accomplished; Significant Events; and Next Steps;
- Any concerns or recommendations
- Description and costs of any travel conducted or travel coming up.
- Cumulative travel expenditures
- Cumulative ODC expenses
- Surge support Labor Hour Summary, including contract burn rate;
- List of all personnel on the task order and their Suitability status.

5.7. Quarterly Progress Meetings

The Program Manager may meet with the COR and supported Task Manager quarterly, or as requested, to discuss progress, exchange information and resolve emergent problems and issues. These meetings shall take place at FPS Headquarters at 800 N. Capitol Street NW, Washington D.C. at a time mutually coordinated with the COR or via teleconference.

6. INTELLECTUAL PROPERTY

All deliverables produced on this contract are considered property of the Government. Any tools, written reports, processes, systems and/or solutions developed are FPS property and shall remain at FPS.

7. GOVERNMENT FURNISHED EQUIPMENT

The Government will provide only that property, which is required to configure a suitable workstation and office environment for assigned personnel to include computer, supporting hardware/software, furnishings, utilities, telephone service and office supplies. The Contractor and the Contracting Officer's Representative (COR) or his/her designated representative shall conduct a joint inventory of Government-Furnished Equipment (GFE) on the first day of performance under the initial contract period of performance and not later than fifteen (15) calendar days before completion of the contract period (including any options periods). The Contractor shall sign a receipt for all equipment provided by the Government. The Contractor and the Government representative shall jointly determine the working order and condition of all equipment and document their findings on the inventory. The Government representative shall certify their agreement as to the working order of the equipment. The Contractor shall submit requests for additional or replacement GFE to the COR for processing. Such requests shall specify the reason for the replacement request. The Contractor is responsible for returning all facilities and equipment in same basic condition in which they were received, allowing for normal wear and tear. Items of equipment missing or not in working order subsequent to the joint inventory shall be recorded by the Contractor and the CO shall be notified in writing.

8. GOVERNMENT ACCEPTANCE

- 8.1.** The COR or his/her representative will review deliverables prior to acceptance and provide the contractor with an e-mail that provides documented reasons for non-acceptance if applicable. If the deliverable is acceptable, the COR will send an e-mail to the Contractor notifying it that the deliverable has been accepted.
- 8.2.** The COR will have the right to reject or require correction of any deficiencies found in the deliverables. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Government will consider errors, misleading

statements, incomplete, irrelevant information, or repetition as deficiencies and the Contractor shall make corrections at no cost to the Government.

- 8.3.** All review times and schedules for deliverables shall be agreed upon by the parties. The Contractor shall be responsible for timely delivery to Government personnel in the agreed upon review chain, at each stage of the review. The Contractor shall work with personnel reviewing the deliverables to assure that the established schedule is maintained.

9. DELIVERABLES

The Contractor shall provide all written reports in electronic format with read/write capability using applications that are compatible with DHS systems and applications (Microsoft Office 2013 Applications).

The Contractor shall consider items in **BOLD** as having mandatory due dates. Items in *Italics* are deliverables or events that must be reviewed and/or approved by the COR prior to proceeding to next deliverable or event in the SOW. The Contractor shall ensure the accuracy, functionality, completeness, professional quality, and overall compliance with requirements detailed in this SOW and completeness of deliverables prior to submission to the COR.

All documentation developed by the Contractor support personnel under this requirement shall become the property of the Government and shall not contain proprietary markings.

DELIVERABLE TABLE				
ITEM	SOW REFERENCE	DELIVERABLE / EVENT	DUE BY	DISTRIBUTION
1	2.0	Specific required deliverables of projects worked in support of tasks and subtasks 2.1-2.7	Due dates will be coordinated with the COR or supported Task Manager and reflected in Project POAMs	COR, or COR Designated Representative
2	4.9	Post Award Conference	Held five (5) business days after contract award	N/A
3	4.9, 5.3	Contractor Management Approach Plan (MAP)	As approved as part of the proposal and provided via email to 48 hours prior to the Post Award Conference	COR and Contracting Officer
4	5.4	<i>Original Business Continuity Plan</i>	<i>Thirty Calendar days after award</i>	COR and Contracting Officer
5	5.4	Revised Business Continuity plan	<i>NLT 15 Calendar days after receiving the Government's written feedback.</i>	COR and Contracting Officer

6	5.5	Weekly POAM Report	the Contractor shall Initiate a POAM within 5 days of project initiation for each Project worked in support of tasks 2.1 through 2.9 and Update them Weekly through project completion. .	Task Manager upon request.
7	3.3, 5.6	Monthly Status Report	Due the 15 th of each month or next business day.	COR, TPOC(s), Contracting Officer and Supported Task Manager (s)
8	5.6	Quarterly Progress Meeting	May be held quarterly or as required by the COR	COR, TPOC(s), Contracting Officer and Supported Task Manager(s)
9	5.1	Draft Transition In Plan	<i>Five (5) Business days after award</i>	COR, Contracting Officer
10	5.1	Final Transition In Plan	15 calendar days after receiving the Government's written feedback	COR, Contracting Officer
11.	5.2	Draft Transition Out Plan	90 calendar days prior to Contract Expiration	COR, Contracting Officer
12.	5.2	Final Transition Out Plan	15 days after receiving Government's written feedback	COR, Contracting Officer

10. LABOR CATEGORY MINIMUM QUALIFICATIONS

NOTE: Minimum qualifications for education and experience are provide below for all Government labor categories. The Government has cross-walked for estimation purposes, to the OASIS Labor Categories. The Contractor may propose other Labor Categories so long as they meet the minimum qualifications listed below.

Task Area 2.1: Strategic Transformation Support

Program Manager
 Senior Strategist (SME)
 Senior Change Management Specialist
 Journeyman Integration Specialist

10.1. Program Manager
 (OASIS Labor Category (LCAT): Senior Business and Financial Operations Specialist Group 2)

Educational Requirements:

- Master's degree is preferred in business or related discipline – other degrees can be considered if experience demonstrates capability.
- BA or BS degree in business or related discipline is required – other degree majors can be considered if experience demonstrates capability.
 - 6 years of closely related experience can be substituted for a degree.
- A professional certification in either Project Management Professional (PMP) or Program Management is desired.

Experience:

The contractor personnel shall possess the following:

- At least 15 years of progressive growth in programmatic leadership and integration across multiple organizational areas experience
- Ability to communicate effectively, both orally and in writing
- 5 years of experience in at least 2 of the 3 following markets as either an employee or contractor: Federal, Military and Commercial Experience
- Experience in leading large teams delivering operational or executive strategy support
- Experience in designing strategies with little supporting background and building consensus with multiple Executives
- Experience in exercising political savvy to identify issues and work with impacted executives to deliver needed change identified by example(s) in their resume.
- Experience providing direct Senior Executive Leadership support to ensure the flow of the organization and information is provided to the Executive Team.
- Advanced organizational and leadership skills demonstrated in their resume
- The ability to effectively manage several projects at one time
- Experience and expertise in analyzing and identifying improvements needed to ad hoc and standard operational management processes.

10.2. Senior Strategist (SME)

(OASIS LCAT: Senior Business and Financial Operations SME, Group 2)

Educational Requirements:

- Master's degree is preferred in business or related discipline – other degrees can be considered if experience demonstrates capability.
- BA or BS degree in business or related discipline is required – other degrees can be considered if experience demonstrates capability.
 - Six years of closely related experience can be substituted for a degree.

Experience:

The contractor personnel shall possess the following:

- Considered an industry leader with at least 20 years of combined project management, strategic transformation and organizational development experience improving and optimizing organizations.
- 5 years of experience in at least 2 of the 3 following markets as either an employee or contractor: Federal, Military and Commercial Experience
- Familiarity with FPS' history and ability to lead strategy development into the future
- Experience in delivering futures foresight support
- Experience in designing strategies with little supporting background and building consensus with multiple Executives

- Experience in exercising political savvy to identify issues and work with impacted executives to deliver needed change identified by example(s) in their resume.
- Ability to design and lead change management efforts
- Experience working with resource management, technology management, operations management, and training management leaders to design integrated strategies and drive transformation
- Experience in leading a large geographically dispersed organization through a major transformation

10.3. Senior Change Management Specialist
(Oasis LCAT: Senior Business and Financial Operations Specialist Group 2)

Educational Requirements:

- MBA or MS degree in a business, Organizational Development, Change Management or related discipline – other degrees can be considered if experience demonstrates capability.
- BA or BS degree is required. BA or BS discipline in business, information technology, organizational assessment is preferred

Knowledge and Technical Experience Required:

The contractor personnel shall possess the following:

- 15 years of experience in leading change management initiatives with employee engagement experience
- Experience in delivering the assessment of various organizational and programmatic efforts and assess the current delivery performance while proposing solutions to improve performance
- Experience in developing plans and managing progress against milestones.
- Political savvy gained through experience in large change management programs impacting organizations that are geographically dispersed
- Ability to communicate effectively, both orally and in writing
- Ability to effectively manage several projects at one time
- Proficiency in Microsoft Office, Word, Excel, Visio, and PowerPoint

10.4. Journeyman Integration specialist
(OASIS LCAT: Journeyman Business and Financial Operations Specialist Group 2)

Educational Requirements:

- BA or BS degree required. BA or BS Degree discipline in business, information technology, organizational assessment is preferred.

Knowledge and Technical Experience Required:

The contractor personnel shall possess the following:

- Six years or more experience in a large organization reviewing organizational documentation and assessing its quality to ensure that all organizational equities are met.
- Experience in leading multiple integration projects
- Experience in delivering process definition activities and formal documentation
- Ability to read, write and assess impact of memorandums, policy, regulations and directives
- Ability to communicate effectively, both orally and in writing
- Experience managing multiple tasks with varying levels of priority at the same time
- Proficiency in Microsoft Office, Word, Excel, Visio, and PowerPoint

Task Area 2.2: Program Development and Improvement

Senior Business Analyst

Journeyman Business Analyst

Journeyman Operations Research Analyst

10.5. Senior Business Analyst

(OASIS LCAT: Senior Business and Financial Operations Specialist Group 2)

Educational Requirements:

- MBA or MS degree is desired in business, information technology, organizational assessment or related discipline. Other degrees can be considered if experience demonstrates capability.
- BA or BS degree is required. BA or BS discipline in business, information technology, organizational assessment or related discipline is preferred - other degrees can be considered if experience demonstrates capability.

Knowledge and Technical Experience Required:

The Contractor personnel shall possess the following:

- Ten (10) years of experience in leading the conduct of requirements defining activities and formal documentation
- Ability to communicate effectively, both orally and in writing
- Ability to conduct detailed research and analysis of qualitative and quantitative data
- Ability to propose and assess capabilities of alternative solutions to meet program needs
- Ability to work effectively with a group or independently
- Ability to effectively manage several projects at one time
- Proficiency in Microsoft Office, Word, Excel, Visio, and PowerPoint

10.6. Journeyman Business Analyst -

(OASIS LCAT: Journeyman Business and Financial Operations Specialist, Group 2)

Educational Requirements:

- BA or BS degree is required. BA or BS discipline in business, information technology, organizational assessment or other closely related field is preferred.

Knowledge and Technical Experience Required:

The Contractor personnel shall possess the following:

- Six (6) years of experience in leading the conduct of requirements defining activities and formal documentation
- Ability to communicate effectively, both orally and in writing
- Ability to conduct detailed research and analysis of qualitative and quantitative data
- Ability to propose and assess capabilities of alternative solutions to meet program needs
- Ability to work effectively with a group or independently
- Ability to effectively manage several projects at one time
- Proficiency in Microsoft Office 2010 Word, Excel, Visio, and PowerPoint

10.7. Journeyman Operations Research Analyst

(OASIS LCAT: Journeyman Operations Research Analyst)

Educational Requirements:

- BA or BS degree is required. BA or BS degree discipline in business, operations research, organizational assessment is preferred - other degrees can be considered if experience demonstrates capability.

Knowledge and Technical Experience Required:

The contractor personnel shall possess the following:

- Six (6) years of experience in leading operational analysis and business improvement activities
- Ability to communicate effectively, both orally and in writing
- Ability to conduct detailed research and analysis of operational data and map business processes
- Ability to assess current operations and recommend process and technology improvements
- Ability to work effectively with a group or independently
- Ability to effectively manage several projects at one time
- Proficiency in Microsoft Office, Word, Excel, Visio, and PowerPoint
- Attention to detail, strategic thinking, and organized work habits.

Task Area 2.3: Training Support Services**Senior Training and Professional Development Specialist****Journeyman Training and Professional Development Specialists**

10.8. Senior Training and Professional Development Specialist
 (OASIS LCAT 11-3131 Training and Development Managers, Senior Manager, Group 3)

Educational Requirements:

- MBA or MS degree is desired in Instructional Design & Development, Organizational Development, Human Resources or related discipline. Other degrees can be considered if experience demonstrates capability.
- BA or BS degree is required. BA or BS discipline in Instructional Design and Development, Organizational Development or Human Resources is preferred - other degrees can be considered if experience demonstrates capability.
- Certification in Organizational Learning, Change Management or Virtual Learning highly recommended.

Knowledge and Technical Experience Required:

The Contractor personnel shall possess the following:

- Ten (10) years of experience in assessing organizational training needs and implementation of organization learning requirements and instructional program design and implementation.
- Ability to communicate effectively, both orally and in writing
- Ability to conduct detailed research and analysis of qualitative and quantitative data
- Ability to propose and assess capabilities of alternative solutions to meet program needs
- Ability to work effectively with a group or independently
- Ability to effectively manage several projects at one time
- Proficiency in Microsoft Office, Word, Excel, Visio, and PowerPoint

10.9. Journeyman Training and Professional Development Specialists
 (OASIS LCAT: 11-3131 Training and Development Managers, Journeyman Manager, Group 3)

Educational Requirements:

- BA or BS degree is required. BA or BS discipline in Instructional Design and Development, Organizational Development or Human Resources is preferred - other degrees can be considered if experience demonstrates capability.
- Certification in Organizational Learning, Change Management or Virtual Learning highly desired.

Knowledge and Technical Experience Required:

The Contractor personnel shall possess the following:

- Six (6) years of experience in supporting organizational learning and training development and implementation required.
- Ability to communicate effectively, both orally and in writing
- Ability to conduct detailed research and analysis of qualitative and quantitative data
- Ability to propose and assess capabilities of alternative solutions to meet program needs
- Ability to work effectively with a group or independently
- Ability to effectively manage several projects at one time
- Proficiency in Microsoft Office 2010 Word, Excel, Visio, and PowerPoint

Task Area 2.4: Transition and Strategic Planning Support Services**Senior Organizational Development Specialist****Journeyman Organizational Development Specialist****10.10. Senior Organizational Development Specialist**
(OASIS LCAT: Senior Business and Financial Operations Specialist, Group 2)**Educational Requirements:**

- MBA or MS degree is required in Business, Organizational Development, Human Resources or related discipline. Other degrees can be considered if experience demonstrates capability.
- BA or BS degree is required. BA or BS discipline in Business, Organizational Development, Human Resources is preferred - other degrees can be considered if experience demonstrates capability.

Knowledge and Technical Experience Required:

The Contractor personnel shall possess the following:

- Ten (10) years of experience in leading the conduct of strategic planning activities, stakeholder communications, qualitative and quantitative analysis and formal documentation
- Ability to communicate effectively, both orally and in writing
- Ability to conduct detailed research and analysis of qualitative and quantitative data
- Ability to propose and assess capabilities of alternative solutions to meet program needs
- Ability to work effectively with a group or independently
- Ability to effectively manage several projects at one time
- Proficiency in Microsoft Office, Word, Excel, Visio, and PowerPoint

10.11. Journeyman Organizational Development Specialist
(OASIS Labor Category: Journeyman Business and Financial Operations Specialist, Group 2)**Educational Requirements:**

- BA or BS degree is required. BA or BS discipline in Business, Information Technology, Organizational Assessment is preferred - other degrees can be considered if experience demonstrates capability.

Knowledge and Technical Experience Required:

The Contractor personnel shall possess the following:

- Six (6) years of experience in assisting with strategic planning activities, qualitative and quantitative analysis and formal documentation
- Ability to communicate effectively, both orally and in writing
- Ability to conduct detailed research and analysis of qualitative and quantitative data
- Ability to propose and assess capabilities of alternative solutions to meet program needs
- Ability to work effectively with a group or independently
- Ability to effectively manage several projects at one time
- Proficiency in Microsoft Office, Word, Excel, Visio, and PowerPoint

**Task Area 2.5: Program Quality and Compliance Assessment Support Services
Journeyman Organizational Development Specialist.**

10.12. Journeyman Organizational Development Specialist
(OASIS LCAT: Senior Business and Financial Operations Specialist, Group 2)
Educational Requirements:

- MBA or Masters preferred.
- BA or BS degree is required. BA or BS discipline in Business, Operations Research, Change Management, Organizational Assessment or related discipline preferred.
- Certifications in project management desired.

Knowledge and Technical Experience Required:

The contractor personnel shall possess the following:

- Ten (10) years of experience in leading operational analysis and business improvement activities
- Experience in business process improvement, strategic planning, and change management, preferably experience with federal consulting and project management
- Demonstrated analytical ability, particularly related to complex problems and concepts
- Proficiency with MS Office suite and familiarity with available business intelligence software
- Experience working in an interactive client environment and presenting to senior leadership
- Ability to communicate effectively, both orally and in writing
- Ability to conduct detailed research and analysis of operational data and map business processes
- Ability to effectively manage several projects at one time
- Proficiency in Microsoft Office, Word, Excel, Visio, and PowerPoint

4.0 LABOR CATEGORIES AND DESCRIPTIONS

See Attachment 1-SOW for labor categories and description. See Standard Form 1449 for the hours associated with each position.

5.0 INVOICING INSTRUCTIONS

5.1. SUBMISSION OF INVOICES

- A. After award of this TO, but prior to performance, the Contractor shall meet with the CO and COR upon request to discuss proper invoice preparation and submission. The Contractor and Government shall agree on a standardized invoice format to be used for submission of all invoices under this TO that meets the requirements of FAR 52.212-4 Contract Terms and Conditions – Commercial Items, Paragraph (g) “Invoice.” Use of a standardized invoice format shall facilitate timely invoice reviews and approvals. Failure to use the agreed standardized invoice format shall result in rejection of invoices.
- B. Invoices shall be submitted for payment within 30 days after completion of the prior month’s services. Invoices shall not contain any employee Personally Identifiable Information (PII). Invoices shall be submitted via one (1) of the following two (2) methods:

1. **By mail:** FPS-HQ
DHS, FPS
Financial Operations-Burlington
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS-HQ Invoices

2. **By e-mail:** [REDACTED]

The invoice number and FPS-HQ shall be annotated in the subject line of the e-mail. Only (1) invoice shall be submitted per e-mail message. The invoice attached to the e-mail shall be in Portable Document Format (PDF).

Invoices submitted by other than these two (2) methods will be returned and not processed.

- C. The Contractor shall provide an informational copy of each invoice to the CS at [REDACTED] and the COR [REDACTED] concurrent with submission to the designated billing office referenced above.
- D. In addition to the information required for a proper invoice as identified in FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, (OCT 2018), the Contractor shall include the following information:
1. Annotate “FPS Region HQ” on the face of each invoice.
 2. Clearly identify the period of performance for which the services were rendered or the date the supplies were delivered to the Government (invoices for periods of performance that encompass less than a full month of service shall show the specific dates that services were rendered).
 3. Cite the identical Contract Line Item Number (CLIN) description on the invoice as what is cited within the CLIN description listed in the TO.
- E. The Contractor shall submit only one (1) invoice per TO or order per month. Failure to comply with these submission requirements will result in rejection of the invoice.

- F. Final invoices shall be marked “FINAL” and be accompanied by an executed DHS Form 700-3 (12/07), “Contractor’s Release,” available at http://dhsconnect.dhs.gov/forms/documents/DHS_Form_700-3.pdf or by request to the CO. A release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this TO subject only to the exceptions listed at FAR 52.212-4 (ALT1), paragraph (i)(7)(i)-(iii), is a condition precedent to final payment.

5.2. PAYMENTS

- A. Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later.
- B. Any inquiries regarding payment shall be directed to the COR and/or CS.

6.0 SOLICITATION PROVISIONS AND TASK ORDER CLAUSES

All Applicable and Required provisions/clauses set forth in FAR 52.301 automatically flow down to all OASIS task orders, based on their specific contract type (e.g. cost, fixed price, etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the task order solicitation is issued. Representation and Certification Provisions from the OASIS master contracts automatically flow down to all OASIS task orders.

In addition to the clauses in the General Services Administration’s OASIS Contract, the following clauses from the Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) apply to the solicitation and resultant task order. In accordance with Section 7.0 and FAR 52.301, FAR Part 12 commercial clauses are applicable to this requirement.

6.1. FAR CLAUSES

FAR 52.212-4 Contract Terms and Conditions-Commercial Items (OCT 2018)-ALT I (JAN 2017)

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this

clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or

action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) "Materials" means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) Indirect costs specifically provided for in this clause.

(iv) "Subcontract" means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

- (i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]*

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor

for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t)[Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

Addendum to FAR 52.212-4

FAR 52.212-4, Paragraph (d) Disputes: Notwithstanding the claim periods stated in FAR 52.233-1 Disputes, and pursuant to FAR 33.206, Initiation of a Claim, the contractor agrees to submit any claim related to the task order within 12 months after accrual of the claim.

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (MAR 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

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

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

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

[Contracting Officer check as appropriate.]

X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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

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

X__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)

(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C.657a).

__ (ii) Alternate I (Mar 2020) of 52.219-3.

__ (12)

(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (Mar 2020) of 52.219-4.

__ (13) [Reserved]

__ (14)

(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C.644).

___(ii) Alternate I (Mar 2020).

___(15)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

___(ii) Alternate I (Mar 2020) of 52.219-7.

X ___(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

X ___(17)

(i) 52.219-9, Small Business Subcontracting Plan (Mar 2020) (15 U.S.C. 637(d)(4)).

___(ii) Alternate I (Nov 2016) of 52.219-9.

___(iii) Alternate II (Nov 2016) of 52.219-9.

___(iv) Alternate III (Mar 2020) of 52.219-9.

___(v) Alternate IV (Aug 2018) of 52.219-9

___(18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

___(19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C.637(a)(14)).

X ___(20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999)
(15 U.S.C. 637(d)(4)(F)(i)).

___(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

___(22)

(i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

___(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

___(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).

___(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

___(26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).

X_ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

___ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).

X ___ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X ___ (30)

(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

X ___ (31)

(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

___ (ii) Alternate I (Jul 2014) of 52.222-35.

X ___ (32)

(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).

___ (ii) Alternate I (Jul 2014) of 52.222-36.

X ___ (33) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X ___ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X ___ (35)

(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).

X ___ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (37)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (40)

(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

___(ii) Alternate I (Oct 2015) of 52.223-13.

___(41)

(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

___(ii) Alternate I (Jun 2014) of 52.223-14.

___(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007)
(42 U.S.C. 8259b).

___(43)

(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___(ii) Alternate I (Jun 2014) of 52.223-16.

X___(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

___(45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___(46) 52.223-21, Foams (Jun 2016) (E.O. 13693).

X___(47)

(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

X___(ii) Alternate I (Jan 2017) of 52.224-3.

___(48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

___(49)

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

___(ii) Alternate I (May 2014) of 52.225-3.

___(iii) Alternate II (May 2014) of 52.225-3.

___(iv) Alternate III (May 2014) of 52.225-3.

X___(50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X___(51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___(55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).

___(56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

X ___(57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

___(58) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).

___(59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).

___(60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X_ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

___(62)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___(ii) Alternate I (Apr 2003) of 52.247-64.

___(iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

___(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

___(2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

___(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

___(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

___(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

___(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

___(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

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

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiv)

(A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).

(xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

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

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

(End of clause)

Addendum to FAR 52.217-9

Additionally, the Government may exercise additional option CLINS within the base and option periods by providing a modification to the Task Order. The contractor will be provided a preliminary written notice, at least 30 days in advance, of the Government's intent to exercise the options for additional hours. The contractor shall begin providing the services 60 days after receipt of the modification. The optional CLINS for additional hours will be used when the Program Office has determined a bona-fide need for services.

FAR 52.224-3 Privacy Training - ALTERNATE I (DEVIATION) (JULY 2017)

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

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who--

(1) Have access to a system of records;

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

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

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

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

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

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

(1) Have access to a system of records;

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

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

FAR 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

(a) *Definitions*. As used in this clause-

“Acquisition function closely associated with inherently governmental functions” means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

(1) Planning acquisitions.

(2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.

(3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.

(4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

“Covered employee” means an individual who performs an acquisition function closely associated with inherently governmental functions and is-

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

“Non-public information” means any Government or third-party information that-

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

“Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are-

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from-

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall-

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by-

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee-

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation-

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include-

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver.

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for-

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall-

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts-

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (*i.e.*, instead of performance only by a self-employed individual).

(End of clause)

FAR 52.227-17 Rights in Data-Special Works(DEC 2007)

(a) *Definitions*. As used in this clause-

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have-

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract*. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright

notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-18	Commercial and Government Entity Code Maintenance	Jul 2016
52.204-7	System for Award Management	Oct 2018
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.232-40	Providing accelerated Payments to Small Business Subcontractors	Dec 2013
52.237-3	Continuity of Services	Jan 1991
52.242-15	Stop Work Order	Aug 1989

FAR 52.252-6 Authorized Deviations in Clauses (Apr 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

7.0 HSAR CLAUSES

HSAR 3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (SEP 2012)

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

(a) Provisions.

- ☐ 3052.209-72 Organizational Conflicts of Interest.
- ☐ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
- ☐ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

- ☒ 3052.203-70 Instructions for Contractor Disclosure of Violations.
- ☒ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.
- ☒ 3052.204-71 Contractor Employee Access.
- ☒ Alternate I
 - ☐ 3052.205-70 Advertisement, Publicizing Awards, and Releases.
 - ☒ 3052.209-73 Limitation on Future Contracting.
 - ☒ 3052.215-70 Key Personnel or Facilities.
 - ☐ 3052.216-71 Determination of Award Fee.
 - ☐ 3052.216-72 Performance Evaluation Plan.
 - ☐ 3052.216-73 Distribution of Award Fee.
 - ☐ 3052.217-91 Performance. (USCG)
 - ☐ 3052.217-92 Inspection and Manner of Doing Work. (USCG)
 - ☐ 3052.217-93 Subcontracts. (USCG)
 - ☐ 3052.217-94 Lay Days. (USCG)
 - ☐ 3052.217-95 Liability and Insurance. (USCG)
 - ☐ 3052.217-96 Title. (USCG)
 - ☐ 3052.217-97 Discharge of Liens. (USCG)
 - ☐ 3052.217-98 Delays. (USCG)
 - ☐ 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
 - ☐ 3052.217-100 Guarantee. (USCG)
 - ☐ 3052.219-70 Small Business Subcontracting Plan Reporting.
 - ☐ 3052.219-71 DHS Mentor Protégé Program.
- ☒ 3052.228-70 Insurance.
 - ☐ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
 - ☐ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
 - ☐ 3052.228-92 Fair Market Value of Aircraft. (USCG)
 - ☐ 3052.228-93 Risk and Indemnities. (USCG)
 - ☐ 3052.236-70 Special Provisions for Work at Operating Airports.
- ☒ 3052.242-72 Contracting Officer's Technical Representative.
- ☐ 3052.247-70 F.o.B. Origin Information.
 - ☐ Alternate I
 - ☐ Alternate II
 - ☐ 3052.247-71 F.o.B. Origin Only.
 - ☐ 3052.247-72 F.o.B. Destination Only.
 - ☐ 3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work
 - ☐ 3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility

BANKRUPTCY (Tailored)

In the event the Contractor becomes insolvent or enters into proceedings relating to bankruptcy or business dissolution under any chapter of the United States Bankruptcy Code, whether voluntary or involuntary, the contractor agrees to furnish, via overnight or express mail or electronic commerce method authorized by the contract, written notification of the proceeding to the Contracting Officer responsible for administering the contract. This notification *shall* be furnished within three days of the initiation of the proceedings and shall include the date on which the petition was filed, the identity of the court in which the petition was filed, and a listing of Government contract numbers and contracting offices for all government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

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

- (b) *Definitions.* As used in this clause—

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

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

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

interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107- 296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

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

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

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History

(7) Medical Information

(8) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

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

(c) *Authorities.* The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:

(1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information

(2) DHS Sensitive Systems Policy Directive 4300A

(3) DHS 4300A Sensitive Systems Handbook and Attachments

(4) DHS Security Authorization Process Guide

(5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information

(6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program

(7) DHS Information Security Performance Plan (current fiscal year)

(8) DHS Privacy Incident Handling Guidance

(9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>

(10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. *MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information* describes how Contractors must handle sensitive but unclassified information. DHS uses the term "FOR OFFICIAL USE ONLY" to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The *DHS Sensitive Systems Policy Directive 4300A* and the *DHS 4300A Sensitive Systems Handbook* provide the policies and procedures on security for Information Technology (IT) resources. The *DHS Handbook for Safeguarding Sensitive Personally Identifiable Information* provides guidelines to help safeguard SPII in both paper and electronic form. *DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel*

Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute *DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor's invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(e) *Authority to Operate*. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

(1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.

(i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the

compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.

(ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in *NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations*. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.

(iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) *Renewal of ATO*. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods:

(1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) *Security Review.* The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Continuous Monitoring.* All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with *FIPS 140-2 Security Requirements for Cryptographic Modules* and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.

(5) *Revocation of ATO.* In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

(6) *Federal Reporting Requirements.* Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

(f) *Sensitive Information Incident Reporting Requirements.*

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with *4300A Sensitive Systems Handbook Incident Response and Reporting* requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use *FIPS 140-2 Security Requirements for Cryptographic Modules* compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in *4300A Sensitive Systems Handbook Incident Response and Reporting*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Data Universal Numbering System (DUNS);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) Contracting Officer POC (address, telephone, email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;
- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

(g) *Sensitive Information Incident Response Requirements.*

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

- (i) Inspections,
- (ii) Investigations,
- (iii) Forensic reviews, and
- (iv) Data analyses and processing.

(4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(h) *Additional PII and/or SPII Notification Requirements.*

(1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the *DHS Privacy Incident Handling Guidance*. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

(2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future

incidents; and

(vi) Information identifying who individuals may contact for additional information.

(i) *Credit Monitoring Requirements.* In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

(1) Provide notification to affected individuals as described above; and/or

(2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;
- (ii) Daily customer service;
- (iii) Alerts provided to the individual for changes and fraud; and
- (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

(3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(j) *Certification of Sanitization of Government and Government-Activity-Related Files and Information.* As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in *NIST Special Publication 800-88 Guidelines for Media Sanitization*.

(End of Clause)

INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall

insert the substance of this clause in all subcontracts.

(b) Security Training Requirements.

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

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) Privacy Training Requirements. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take *Privacy at DHS: Protecting Personal Information* before accessing PII and/or SPII. The training is accessible at

<http://www.dhs.gov/dhs-security-and-training-requirements-contractors>.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e- mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)