

## **SECTION I – STATEMENT OF WORK**

### **Program Support Services for the DHS Public Complaint and Feedback Working Group June 2021**

#### **1.0 GENERAL**

The Department of Homeland Security (DHS), Office of Partnership and Engagement (OPE), coordinates the Department of Homeland Security's outreach efforts with critical stakeholders nationwide, including State, Local, Tribal, Territorial (SLTT) governments, SLTT elected officials, SLTT law enforcement, the private sector, and colleges and universities, ensuring a unified approach to external engagement. OPE advocates and represents interests of these stakeholders through the Department's policy making process and as a conduit for the Secretary to engage with stakeholders or share information.

#### **2.0 BACKGROUND AND PURPOSE**

The Office of Partnership and Engagement is the headquarter-level organization that provides the Secretary with current unfettered information for policy discussions and the strategic decision-making process. OPE's mission is to ensure a unified approach to external engagement through the coordination of DHS outreach with critical stakeholders. The strategic results of our efforts will foster safer communities by enabling greater awareness of the Department's efforts across the Homeland Security Enterprise.

The Office will enhance the transparency of the Department's public complaint and feedback processes and establish a framework to formalize Department reporting. With the establishment of the DHS Public Complaint and Feedback System (PCFS) Working Group and institutionalization of their initiatives, DHS will have demonstrated cognizable improvements in its ability to understand management of their complaint and feedback systems and processes; resolution tracking and controls; and enhanced reporting on Department complaint and feedback operations, programs, and policies. Progress on achieving the cooperative collaboration of the DHS Public Complaint and Feedback System Working Group will be reported to the DHS senior leadership and shared during semiannual congressional briefings.

The OPE Mission Support (Front Office) will enhance the transparency of processes and establish a reporting framework to formalize internal management reporting, including its participation in the Department PCFS effort, as well as its collaboration and coordination across the Department . With the additional reporting capability and data and program services for OPE initiatives, DHS will have demonstrated cognizable improvements in its ability to highlight the work being done across the office and its processes; resolution tracking and controls; and provide enhanced mission and function execution, including policy and organizational directive implementation. Progress on OPE's delegated authorities will be used to report to DHS senior leadership and may be incorporated or compiled for Congressional briefings, reporting, and testimony, and other important governance, and public communication, marketing, and engagement products.

#### **3.0 SCOPE**

The purpose of the PCFS WG requirement is to obtain support for the program office to generate and implement strategic plans, educational and instructional product design and development, partnership approaches, and technical requirements to support the PCFS Working Group and buildout a Public Complaint and Feedback (PCF) framework. The PCF program will capture key outcomes and solutions to augment the processes and systems that are in place at the component-level to enhance PCF awareness

across the DHS Enterprise for components that have public facing operational systems and equities. The requirement shall consist of a collection of services designed to develop and implement tools, with a concentrated focus on increasing best practices and awareness among select audiences on key PCF matters. The Contractor shall have the ability to effectively measure efficacy for the OPE Program Office and shall work with the Government to ensure it is measured throughout the process. It is imperative to the success of the program that outcome measures be built into each strategy and tactic to demonstrate the viability of each approach.

The purpose of the OPE Front Office requirement is to obtain support for OPE to generate and implement strategic plans, educational and instructional product design and development, partnership approaches, and technical requirements in support of OPE operations, and to buildout frameworks. OPE will capture key outcomes and solutions to enhance awareness across all OPE areas. The requirement shall consist of a collection of services designed to develop and implement tools, with a concentrated focus on increasing best practices and awareness among select audiences on key OPE- direct and indirect mission matters. The Contractor shall have the ability to effectively measure efficacy for the assigned OPE Program Office and shall work with the Government to ensure it is measured throughout the process. It is imperative to the success of the program that outcome measures be built into each strategy and tactic to demonstrate the viability of each approach.

## **SECTION II - SPECIFIC REQUIREMENTS/TASKS**

The Contractor shall support the Public Complaint and Feedback System Working Group (PCFS WG) and OPE Mission Support (Front Office) in generating and implementing strategic plans, product design, partnership approaches, and technical requirements for each of requirements specified in this Statement of Work.

### **1.0 COMMUNICATIONS DASHBOARD AND BUSINESS METRICS**

The Contractor shall work with the government to provide a communications dashboard that captures key data across the components with public facing operations with PCF systems and equities; Key data across the OPE organization; and, provide data and statistical analyses services on an ongoing basis. This shall include text analytics and research on the various component PCF systems, processes, and policies as well as OPE organization areas. The contractor shall work with the government to develop and implement a strategy to capture key metrics and data across the components on its systems and processes related to its public complaint feedback programs. In addition, the contractor will work with the OPE Program Office to capture key metrics and data across the OPE areas, programs, and initiatives. The strategy shall include key outcomes, and data organized and depicted it in a manner that can be used for executive level briefings and other materials. It may include, but is not limited to data on the: number of complaints over time (by component, geographic area, type of complaint), number of open complaints, key feedback areas and outcomes, timeliness of response to complaint and feedback, recommendations to enhance component-level PCF programs, tracking policy and training recommendations and updates, program efficiency and efficacy, component-level PCF efficiencies, flagging critical areas for action, etc. The strategy shall also include OPE mission support key outcomes, and data organized and depicted it in a manner that can be used for executive level briefings and other materials. It may include, but is not limited to data on the: number of mission support initiatives over time (by component, geographic area, type of initiative), number of current initiatives, key areas and outcomes, timeliness of responses, recommendations to enhance OPE programs, tracking policy and training recommendations and updates, program efficiency and efficacy, OPE efficiencies, flagging critical areas for action, etc. It shall include the ability to drill down into data and present the data in a manner that shows trends overtime overlaid on graphics that depict key areas of importance for the PCFS Working Group and OPE organization areas.



The contractor shall coordinate with PCFS Working Group and other OPE representatives to obtain key OPE organization and organization area-level data, provide the necessary solutions to integrate into multiple types of systems where data already exists at each component with PCF systems and equities and within the OPE organization. The dashboard shall include all necessary operations and maintenance, support services, service calls, training, updates, be FedRAMP certified with the ability to integrate with DHS systems. The Contractor shall conduct user acceptance testing and provide the necessary updates that are needed to enhance the user experience with the dashboard prior to implementation.

## **2.0 GRAPHICS AND STRATEGIC COMMUNICATIONS SUPPORT SERVICES**

The Contractor shall develop a PCFS Working Group Communications Strategy and OPE Communications Strategy; tracking measures to improve the program and front office operations; and implement the directives of the OPE Assistant Secretary, congressional mandate for the PCFS Working Group, and other relative OPE Front Office directives. The Contractor shall include in outcome(s); key messages that resonate with each audience; and, key milestones to assess program efficacy. Moreover, the contractor shall research and analyze relevant trends throughout the DHS and other organizations in order to assist with updating program strategies.

The Contractor shall execute product design strategies for the program. The design strategy includes the purpose for each product; the intended result of each product; and the measures of effectiveness for each product. This includes, but is not limited to, generating activities such as strategic communications, marketing, training material development, or a refresh of existing program materials, products, or training modules.

This task shall engage multiple stakeholders including, but not limited to, internal component-level staff, internal contracted staff, nongovernmental organizations, private sector, state/local law enforcement and government representatives, interagency partners, Congressional Representatives, and the public. Provide key data and other input and assist with edits to:

Congressional responses.

- Talking points for events and senior leader presentations.
- Professional editing for written documents.
- Professional layouts for posters, publications, or handouts.
- Content for graphic designs, icons, images, or infographics.
- Language for fact sheets.
- Collect data/metrics from Program stakeholders as applicable.

The Contractor shall complete necessary steps according to DHS for legally branding messaging. DHS branding and trade-marking rules and regulations apply. The Contractor shall provide support for background research, abstract development, submission tracking, and presentation materials.

## **3.0 RESEARCH AND TESTING, REPORTING AND METRICS**

The Contractor shall perform analyses on Program Office outreach materials and activities in order to determine the effectiveness of our efforts. As part of the research to generate these analyses, the Contractor may utilize a variety of tools and techniques, such as surveys, focus groups, verbal outreach, data collection, analyses of survey results from trainings, and include an after-action report. In collaboration with the DHS Programs Office the Contractor shall establish a list of metrics that will be tracked during this fiscal year. This will include working with the government to define and track success measures for the PCF and PCFS WG programs as well as for OPE organization areas. The Contractor shall provide capabilities to test the impact of outreach messaging, training, exercises, including data on user experiences.

#### **4.0 DELIVER MONTHLY REPORTS OUTLINED IN THIS SOW**

The Contractor shall deliver reporting and metrics through the following methods:

Deliver a monthly status report on component-level program project status, including any PCFS Working Group advisory bodies, subcommittees, OPE programs, processes, operations, and initiatives, as well as related areas.

Conduct a monthly collection and analyses of survey results from trainings and events to include after action reports.

Conduct end of year analysis report on performance of goals along with recommendations for improvement and/or refinement for the next fiscal year.

The Contractor shall conduct research into all areas outlined in the PCFS charter and create a plan to provide enhanced user experiences based on existing and new research findings, to drive PCF program utilization to individuals and organizations, at various stages of PCF issues. Additionally, the Contractor shall conduct research into specific OPE mission support areas and create a plan to provide enhanced user experiences based on existing and new research findings, to drive efficient and effective program, processes, operations, and initiatives at their various stages of design, development, and implementation.

#### **5.0 OTHER DIRECT COSTS (ODCS)**

The Contractor shall identify and procure strategic communications materials, such as posters, videos, etc. This may include but is not limited to the internet, airports, transportation hubs, and other high traffic public locations. Placements should take into account performance measures and ability to capture outcome metrics to demonstrate the success of ad placements in varying locations.

The Contractor shall support and coordinate official consultation with Subject Matter Experts (SMEs) related program initiatives, materials, or events. This may include recruiting and working with stakeholders to implement their feedback into any and all deliverables. SMEs can work remotely but may be required to attend in-person meetings and events as stated in task instructions. It is the responsibility of the Contractor to pay for all travel, expenses, and incidentals for the SMEs. All SME consultations must be pre-approved by the COR.

### **SECTION III – DELIVERIES/ PERFORMANCE**

#### **1.0 PERIOD OF PERFORMANCE**

The period of performance will consist of one (1) base period and four (4) option periods each with a duration of 12 months. The base year will consist of a 12-month PoP from September 30th, 2021 – September 29th, 2022.

#### **2.0 PLACE OF PERFORMANCE**

The primary place of performance will be at the Contractor site. On occasion, however, there may be a need for performance to be conducted at the Government site to attend meetings, perform services and/or inspections.

Office of Partnership and Engagement, MS 0385

Department of Homeland Security

2707 Martin Luther King Jr. Ave SE

Washington D.C. 20528-0385

Parking facilities are not provided at Federal Government Facilities.



### **3.0 HOURS OF OPERATION**

The Contractor shall perform routine tasks in this performance work statement during normal OPE daytime business hours, which are 8:30 a.m. – 5:00 p.m. EST. Times may be adjusted if operating in a different time zone or based on field requirements, only with prior COR approval. Provisions may be made for after hour's activities, including week-ends and holidays, associated with the normal business of OPE with COR approval.

### **4.0 POST AWARD CONFERENCE**

The Contractor shall attend a Post Award Conference with the Contracting Officer, the COR, and technical SME no later than 10 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 review the Contractor's Draft Project Plan. The Post Award Conference will be held at the Government's facility

### **5.0 TASK ORDER KICK-OFF MEETING**

The Contractor shall attend a Task Order Kick-Off meeting with the COR and members of the Program Office. The date, time, and specific office location will be provided after award by the COR and may be held concurrently with the Post Award Conference. The purpose of the Task Order Kick-Off meeting, which will be chaired by the COR, is to discuss the technical objectives of this task order. The Task Order Kick-Off meeting will be held at the Government's facility, located in Washington, DC. The specific address for the location of the meeting will be provided upon task order award.

### **6.0 PROGRESS MEETINGS**

The Contractor shall be available to meet with the COR and Federal Program Manager upon request to discuss progress, exchange information and resolve emergent technical problems and issues. These meetings shall take place in person at the Government or Contractor's facility.

### **7.0 PROGRESS REPORTS**

The Contractor shall prepare and deliver monthly status reports to the Contracting Officer and the COR no later than (NLT) the 5th business day of each month. This report shall include a summary of all Contractor work performed, schedule status, any travel conducted, updates on specific PFCS WG or OPE projects, and any Contractor concerns or recommendations for the previous reporting period. The status report shall also identify the work in progress such as the number of actions completed or processed and a projection of work to be started and completed in the following month. The Contractor shall provide the status of updates on user acceptance testing and enhancements made based on input from user experiences. Additionally, the Contractor shall provide and end of year report identifying the number of projects completed and projects on the horizon for the following year, for the PCF program, PCFS Working Group, and OPE Mission Support areas including key metrics, completion date, key themes/categories throughout the year, and lead for each project.

### **8.0 DELIVERABLES**

Where a deliverable is required in draft form, the Contractor shall have 5 business days to deliver content. Where adjudication of comments and edits is required, the Contractor shall respond in a reasonable timeframe and update the deliverable to Government satisfaction. There shall be no assumption of approval of any materials, regardless of timeline.

The Contractor shall be responsible for an effective quality assurance/control program for all deliverables, work products, and services performed under this contract. The Contractor shall institute policies, procedures, and processes that will ensure all products meet contract requirements and will promote “continuous improvement” of the products and processes.

All deliverables shall be delivered to the Contracting Officer Representative (COR) and Government Program Manager (PM). The PM and COR will attend all meetings and briefings where deliverables or the execution of this contract will be discussed. The Contractor shall include the PM and COR in all communications related to this contract. All documents must be stored on the Government network or other location that has been expressly approved by the COR and Government PM.

Table of Deliverables

#	Solicitation Reference	Deliverable/Event	Due Date	Recipient	Format
1	Section V, 5.0	Monthly Invoice to include summary of work completed	Due the 5th business day of each	Program POC & COR	Electronic format in mutually agreed upon format, Microsoft word, PDF, etc.
2	Section II, 7.0	Timeline for completion of projects based on SOW and deliverables.	Due one week after signing contract.	Programs POC & COR	Electronic format in mutually agreed upon format, Microsoft word, PDF, etc.
3	Section II, 1.0	Communications Dashboard with access for a total of 30 PCFS WG representatives and OPE Front Office representatives.	Due 30 days after signing the contract.	Programs POC & COR	In mutually agreed upon format.
4	Section II, 1.0	Ad-hoc calls for duration of project.	On-going activity as defined by written task	Program POC & COR	Electronic format in mutually agreed upon format.
5	Section II, 1.0 – 2.0	Develop strategy and implementation plan for work outlined in contract.	Due No Later than 11/20/2021	Program POC & COR	Electronic format in mutually agreed upon format, Microsoft word, PDF, etc.
6	Section II, 2.0	Develop a product and partnership strategy for the PCFS WG and OPE Mission Support.	Due No Later than 11/20/2021	Program POC & COR	Electronic format in mutually agreed upon format, Microsoft word, PDF, etc.

7	Section II, 2.5, 5.0	Monthly strategic communications and data collection support.	On-going activity as defined by written task instruction	Program POC & COR	Electronic format in mutually agreed upon format, Microsoft word, PDF, etc.
8	Section II, 1.0, 2.0, 3.0, 4.0, 5.0, 8.0	Provide monthly material request report.	On-going activity as defined by written task instruction. Monthly reports due the 5th of each month.	Program POC & COR	Electronic format in mutually agreed upon format, Microsoft word, PDF, etc.
9	Section II, 7.0	Provide monthly report as it relates to specific Program initiatives and projects.	On-going activity as defined by written task instruction	Program POC & COR	Electronic format in mutually agreed upon format, Microsoft word, PDF, etc.
10	Section II 3.0	Provide Monthly on-site support for research, data analyses, and statistical analyses service and trainings.	On-going activity as defined by written task instruction	Program POC & COR	In-person support
11	Section II, 7.0	Provide monthly updates on user acceptance testing and enhancements to user experiences.	On-going activity as defined by written task instruction.	Program POC & COR	Electronic format in mutually agreed upon format, Microsoft word, PDF, etc.
12	Section II, 2.0, 3.0.	Provide monthly report on the effectiveness of activities.	Due the 5th business day of each month.	Program POC & COR	Electronic format in mutually agreed upon format, Microsoft word, PDF, etc.
13	Section II, 2.0	Provide monthly communications content.	On-going activity as defined by written task	Program POC & COR	Electronic format in mutually agreed upon format, easily utilized by the program office.
14	Section II, 2.0	Production of new or refresh of existing Program materials, products, or training modules.	On-going activity as defined by written task instruction.	Program POC & COR	All relevant materials will be in English and Spanish (other languages as requested). All digital materials must be 508 compliant per DHS standards.



15	Section II, 1.0	Conduct monthly research analyses on activities as outlined in the PCFS Working Group charter and as specified by OPE.	On-going activity as defined by written task instruction	Program POC & COR	Electronic format in mutually agreed upon format, Microsoft word, PDF, etc.
16	Section II, 3.0	List of metrics that will be tracked during the fiscal year.	Due NLT 10/20/2021	Program POC & COR	Electronic format in mutually agreed upon format, Microsoft word, PDF, etc.
17	Section II, 7.0	Monthly status reports on various Component-level PCFS projects and OPE Mission Support areas.	On-going activity as defined by written task instruction	Program POC & COR	Electronic format in mutually agreed upon format, Microsoft word, PDF, etc.
18	Section II, 4.0	Collection and analyses of survey results from trainings and other initiatives to include after action reports.	On-going activity as defined by written task instruction	Program POC & COR	Electronic format in mutually agreed upon format, Microsoft word, PDF, etc.
19	Section II, 7.0	End of year analysis report.	Due no later than 9/15/2022	Program POC & COR	Electronic format in mutually agreed upon format, Microsoft word, PDF, etc.
20	Section II, 5.0; Section V, 1.0	Digital product, branding, and Other Direct Costs (ODC)	On-going activity as defined by written task instruction.	Program POC & COR	Electronic format in mutually agreed upon format, on various social media channels.
21	Section III, 6.0	Progress Meetings	Weekly, at the COR's discretion	CO, COR	
22	Section III, 7.0	Progress Reports	Monthly, no later than the fifth day of the month.	CO, COR	Electronic format in mutually agreed upon format, Microsoft word, PDF, etc.
23	Section III, 4.0	Post Award Conference	Within 5 business days of award	CO, COR	



24	Section III, 5.0	Task Order Kick-off Meeting	Within 5 business days of award	CO, COR	
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## SECTION IV - 508 REQUIREMENTS

1. For each commercially available technology product or service addressed in your response, please provide an Accessibility Conformance Report (ACR) to document how the product conforms to the Section 508 standards. The ACR should be created using the Voluntary Product Accessibility Template Version 2.0 508 (or later). The template can be found at <https://www.itic.org/policy/accessibility/vpat>.

### I. 1. Section 508 Requirements

Section 508 of the Rehabilitation Act (classified to 29 U.S.C. § 794d) requires that when Federal agencies develop, procure, maintain, or use information and communications technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public with disabilities must be afforded access to and use of information and data comparable to that of Federal employees and members of the public without disabilities.

All products, platforms and services delivered as part of this work statement that, by definition, are deemed ICT shall conform to the revised regulatory implementation of Section 508 Standards, which are located at 36 C.F.R. § 1194.1 & Appendixes A, C & D, and available at <https://www.ecfr.gov/cgi-bin/text-idx?SID=e1c6735e25593339a9db63534259d8ec&mc=true&node=pt36.3.1194&rgn=div5>. In the revised regulation, ICT replaced the term electronic and information technology (EIT) used in the original 508 standards. ICT includes IT and other equipment.

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the Contracting Officer and a determination will be made according to DHS Directive 139-05, Office of Accessible Systems and Technology, dated November 12, 2018 and DHS Instruction 139-05-001, Managing the Accessible Systems and Technology Program, dated November 20, 2018, or any successor publication.

#### A. 1.1 Section 508 Requirements for Technology Products (include in the SOW, PWS, or SOO)

**Section 508 applicability to Information and Communications Technology (ICT):** web and non web based electronic content

**Applicable Exception:** N/A **Authorization #:** N/A

**Applicable Functional Performance Criteria:** All functional performance criteria in Chapter 3 apply to when using an alternative design or technology that results substantially equivalent or greater accessibility and usability by individuals with disabilities than would be provided by conformance to one or more of the requirements in Chapters 4 and 5 of the Revised 508 Standards, or when Chapters 4 or 5 do not address one or more functions of ICT.

**Applicable 508 requirements for electronic content features and components** (including but not limited to Internet or Intranet website; Electronic documents; Electronic forms; Electronic document templates; Electronic surveys; Electronic reports; Electronic training materials; Multimedia (video/audio); Interactive maps): All requirements in E205 apply, including all WCAG 2.0 Level A and AA Success Criteria apply as specified in E205

**Applicable 508 requirements for software features and components** (including but not limited to Web, desktop, server, mobile client applications; Electronic content and software authoring tools and platforms; Software infrastructure): All requirements in Chapter 5 apply, including all WCAG 2.0 Level A and AA Success Criteria, 502 Interoperability with Assistive Technology, 503 Application, 504 Authoring Tools

**Applicable 508 requirements for hardware features and components:** Does not apply

**Applicable 508 requirements for support services and documentation:** All requirements in Chapter 6 apply

**B. 1.2 Section 508 Requirements for Technology Products**

**Section 508 applicability to Information and Communications Technology (ICT):** software licenses

**Applicable Exception:** N/A    **Authorization #:** N/A

**Applicable Functional Performance Criteria:** All functional performance criteria in Chapter 3 apply to when using an alternative design or technology that results substantially equivalent or greater accessibility and usability by individuals with disabilities than would be provided by conformance to one or more of the requirements in Chapters 4 and 5 of the Revised 508 Standards, or when Chapters 4 or 5 do not address one or more functions of ICT.

**Applicable 508 requirements for electronic content features and components** (including but not limited to Internet or Intranet website; Electronic documents; Electronic forms; Electronic document templates; Electronic surveys; Electronic reports; Electronic training materials; Multimedia (video/audio); Interactive maps): All requirements in E205 apply, including all WCAG 2.0 Level A and AA Success Criteria apply as specified in E205

**Applicable 508 requirements for software features and components** (including but not limited to Electronic content and software authoring tools and platforms)

**Applicable 508 requirements for hardware features and components:** Does not apply

**Applicable 508 requirements for support services and documentation:** All requirements in Chapter 6 apply

**C. 1.3 Section 508 Requirements for Technology Services**

1. When providing Platform as a Service (PaaS) or Software as a Service (SaaS), the contractor shall ensure services conform to the applicable Section 508 standards (including the requirements in Chapter 5 for software and WCAG Level A and AA Level 2.0 success criteria for web and software. When the requirements in Chapter 5 do not address one or more software functions, the Contractor shall ensure conformance to the Functional Performance Criteria specified in Chapter 3.) The agency reserves the right to request an Accessibility Conformance Report (ACR) for PaaS and SaaS offerings. The ACR should be created using the Voluntary Product Accessibility Template Version 2.2 508 (or later). The template can be located at <https://www.itic.org/policy/accessibility/vpat>
2. When providing cloud hosting services (Infrastructure as a Service, Platform as a Service, Software as a Service, etc.) the Contractor shall ensure user administrative screens, dashboards and portals used to configure, and monitor cloud services conform to the Section 508 standards.

3. The Contractor shall ensure cloud hosting services shall not reduce the level of Section 508 conformance for ICT migrated by DHS to the cloud hosting environment.
4. Contractor personnel shall possess the knowledge, skills and abilities necessary to address the accessibility requirements in this work statement.

**D. 1.4 Section 508 Deliverables**

1. **Section 508 Accessibility Conformance Reports:** For each ICT item offered through this contract (including commercially available products, and solutions consisting of ICT that are developed or modified pursuant to this contract), the Offeror shall provide an Accessibility Conformance Report (ACR) to document conformance claims against the applicable Section 508 standards. The ACR shall be based on the Voluntary Product Accessibility Template Version 2.0 508 (or successor versions). The template can be found at <https://www.itic.org/policy/accessibility/vpat>. Each ACR shall be completed by following all of the instructions provided in the template, including an explanation of the validation method used as a basis for the conformance claims in the report.

## **SECTION V - INVOICE AND PAYMENT PROVISIONS**

**1.0** Invoices shall be prepared in accordance with FAR Clauses 52.232-25 Prompt Payment and 52.212.4 Contract Terms and Conditions. In addition to invoice preparation as required by the FAR, the Contractor's invoice shall include the following information:

- a) Cover sheet identifying DHS;
- b) Contract number/ order number and associated multiple award number;
- c) Modification number, if any;
- d) DUNS number;
- e) Month services provided
- f) CLIN and accounting classifications
- g) Receipts and descriptions for all ODC expenses
- h) Contact name, email, and number, in case of questions or concerns with respect to the invoice.
- i) The amount currently due and the cumulative amount billed for the period of performance

**2.0** The contractor shall submit one invoice by the 5<sup>th</sup> day of each month, one for Public Complaint and Feedback program.

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

- a) The Contractor shall indicate the associated CLIN and dollar amount invoiced.

**4.0** The Contractor shall submit the invoice electronically to the address below:

E-mail: [dfcops@fins3.dhs.gov](mailto:dfcops@fins3.dhs.gov)

**5.0** Simultaneously provide an electronic copy of the invoice to the following individuals at the addresses below:



- a) ATTN: Office of Procurement Operations/[REDACTED] (Contract Specialist)  
E-mail: [REDACTED]
- b) ATTN: Office of Procurement Operations/[REDACTED] (Contracting Officer)  
E-mail: [REDACTED]
- c) ATTN: Office of Partnership and Engagement/[REDACTED]  
E-mail: [REDACTED]

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

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

## **SECTION – TERMS AND CONDITIONS**

### **CONTRACTOR PERSONNEL**

#### **Qualified Personnel**

The Contractor shall provide qualified personnel to perform all requirements specified in this SOW.

#### **Key Personnel**

Before replacing any individual designated as Key by the Government, the Contractor shall notify the Contracting Officer no less than 15 business days in advance, submit written justification for replacement, and provide the name and qualifications of any proposed substitute(s). All proposed substitutes shall possess qualifications equal to or superior to those of the Key person being replaced, unless otherwise approved by the Contracting Officer. The Contractor shall not replace Key Contractor personnel without approval from the Contracting Officer. The following Contractor personnel are designated as Key for this requirement: **Junior Information Technology Project Manager (Labor ID 281)**

#### **Replacement of Key Personnel**

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

#### **Continuity of Support**

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

#### **Employee Identification**

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

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

#### **Employee Conduct**

Contractor's employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, wearing of parts of DHS uniforms, and possession of weapons) when visiting or working at Government facilities.

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

#### **Removing Employees for Misconduct or Security Reasons**

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

### **OTHER APPLICABLE CONDITIONS**

#### **SECURITY**

Contractor access to unclassified, but Security Sensitive Information may be required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination.

#### **Requests for Exception to U.S. Citizenship Requirement**

Special procedures apply for exception to the requirement that persons accessing DHS systems be U.S. citizens. Under normal circumstances, only U.S. citizens are allowed access to DHS systems and networks; but there is a need at times to grant access to foreign nationals. Access for foreign nationals is normally a long-term commitment, and exceptions to citizenship requirements are treated differently from security policy waivers. Exceptions to the U.S. citizenship requirement should be requested by completing a Foreign National Visitor Access Request, DHS Form 11052-1, which is available online or through the DHS Office of the Chief Security Officer (OCSO). Components who have access may file their request via the Foreign National Vetting Management System (FNVMS), a part of the DHS OCSO Integrated Security Management System's (ISMS). For further information regarding the citizenship exception process, contact the DHS OCSO

This Policy Directive and the DHS 4300A Sensitive Systems Handbook apply to all DHS employees, contractors, detailees, others working on behalf of DHS, and users of DHS information systems that collect, generate, process, store, display, transmit, or receive DHS information unless an approved waiver has been granted. This includes prototypes, telecommunications systems, and all systems in all phases of the Systems Engineering Life Cycle (SELC).

### **POST-AWARD INSTRUCTIONS REGARDING SECURITY REQUIREMENTS FOR CONTRACTS/ORDERS**

The procedures outlined below shall be followed for the DHS Security Office to process background investigations and suitability determinations, as required, in a timely and efficient manner. Carefully read the security clauses in the Order. Compliance with the security clauses in the contract is not optional.

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the DHS Security Office. Prospective Contractor employees shall submit the following completed forms to the DHS Security Office. The Standard Form 85P will be completed



electronically, through the Office of Personnel Management's e-QIP SYSTEM. The completed forms must be given to the DHS Security Office no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

Standard Form 85P, "Questionnaire for Public Trust Positions"

FD Form 258, "Fingerprint Card" (2 copies)

DHS Form 11000-6 "Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement"

DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Rep01is Pursuant to the Fair Credit Reporting Act"

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

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

Limited access to Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings and non-recurring meetings in order to begin transition work.

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

When sensitive Government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed. 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).

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

Your POC at the Security Office is:

**HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS. (SEPT 2012)**

Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or 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:

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);

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);

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

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

"Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.



Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

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

(End of clause)

**ALTERNATE I (SEPT 2012)**

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

Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange and complete any nondisclosure agreement furnished by DHS.

The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

The waiver must be in the best interest of the Government.

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



(End of clause)

**ALTERNATE II (JUN 2006)**

When the Department has determined contract employee access to sensitive information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to IT resources, add the following paragraphs:

Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

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

(End of clause)