

AWARD/CONTRACT 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING PAGE OF PAGES 1 80

2. CONTRACT (Proc. Inst. Ident.) NO. HSHQDC-16-D-00001 3. EFFECTIVE DATE See Block 20C 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY CODE DHS/OPO/ITAC 6. ADMINISTERED BY (If other than Item 5) CODE DHS/OPO/ITAC
 U.S. Dept. of Homeland Security Office of Procurement Operations Information Tech. Acquisition Ctr. 245 Murray Lane, SW, #0115 Washington DC 20528-0115
 U.S. Dept. of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW, #0115 Washington DC 20528-0115

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)
 CSC GOVERNMENT SOLUTIONS LLC
 ATTN (b)(6)
 3170 FAIRVIEW PARK DR
 FALLS CHURCH VA 22042-4516

8. DELIVERY FOB ORIGIN OTHER (See below)
 9. DISCOUNT FOR PROMPT PAYMENT Net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN Task Orders

11. SHIP TO/MARK FOR CODE FACILITY CODE 12. PAYMENT WILL BE MADE BY CODE CFO/OFO
 (b)(6)
 ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY TO: (b)(6)

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304 (c) () 41 U.S.C. 253 (c) (1) 14. ACCOUNTING AND APPROPRIATION DATA See Schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT (b)(4)

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE
 17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)
 18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)
 20A. NAME OF CONTRACTING OFFICER David Ritter
 20B. UNITED STATES OF AMERICA (b)(6)
 DATE SIGNED 10/23/15

(Signature of person authorized to sign) (Signature of the Contracting Officer)

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
CSC GOVERNMENT SOLUTIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 079735371</p> <p>This is an Indefinite Delivery Indefinite Quantity (IDIQ) contract for services at Department of Homeland Security Data Center 1 in accordance with the terms and conditions of this contract. Firm Fixed Price, Labor Hour, and Time and Materials Task Order types are allowed.</p> <p>Base Period January 1, 2016 - June 30, 2016 Option Period 1 July 1, 2016 - June 30, 2017 Option Period 2 July 1, 2017 - June 30, 2018 Option Period 3 July 1, 2018 - June 30, 2019 Option Period 4 July 1, 2019 - June 30, 2020</p> <p>The guaranteed minimum is (b)(4) The maximum cumulative dollar ceiling value of this contract is (b)(4)</p> <p>AAP Number: F2015026287 DO/DPAS Rating: NONE FOB: Destination Period of Performance: 01/01/2016 to 06/30/2016</p>				
0100	(b)(4)			(b)(4)	
0200	(b)(4)			(b)(4)	
0300	(b)(4)			(b)(4)	
0400	(b)(4)			(b)(4)	
0500	(b)(4)			(b)(4)	

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NAME OF OFFEROR OR CONTRACTOR
CSC GOVERNMENT SOLUTIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0600	(b)(4)			(b)(4)	
0700	(b)(4)			(b)(4)	
0800	(b)(4)			(b)(4)	
0900	(b)(4)			(b)(4)	
1100	(b)(4)			(b)(4)	
1200	(b)(4)			(b)(4)	
1300	(b)(4)			(b)(4)	
1400	(b)(4)			(b)(4)	

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NAME OF OFFEROR OR CONTRACTOR
CSC GOVERNMENT SOLUTIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4)				
1500	(b)(4)			(b)(4)	
1600	(b)(4)			(b)(4)	
1700	(b)(4)			(b)(4)	
1800	(b)(4)			(b)(4)	
1900	(b)(4)			(b)(4)	
2100	(b)(4)			(b)(4)	
2200	(b)(4)			(b)(4)	

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NAME OF OFFEROR OR CONTRACTOR
CSC GOVERNMENT SOLUTIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4)				
2300	(b)(4)			(b)(4)	
2400	(b)(4)			(b)(4)	
2500	(b)(4)			(b)(4)	
2600	(b)(4)			(b)(4)	
2700	(b)(4)			(b)(4)	
2800	(b)(4)			(b)(4)	
2900	(b)(4)			(b)(4)	

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NAME OF OFFEROR OR CONTRACTOR
CSC GOVERNMENT SOLUTIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4)				
3100	(b)(4)			(b)(4)	
3200	(b)(4)			(b)(4)	
3300	(b)(4)			(b)(4)	
3400	(b)(4)			(b)(4)	
3500	(b)(4)			(b)(4)	
3600	(b)(4)			(b)(4)	

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NAME OF OFFEROR OR CONTRACTOR
CSC GOVERNMENT SOLUTIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3700	(b)(4)			(b)(4)	
3800	(b)(4)			(b)(4)	
3900	(b)(4)			(b)(4)	
4100	(b)(4)			(b)(4)	
4200	(b)(4)			(b)(4)	
4300	(b)(4)			(b)(4)	
4400	(b)(4)			(b)(4)	

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NAME OF OFFEROR OR CONTRACTOR
CSC GOVERNMENT SOLUTIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4500	(b)(4)				(b)(4)
4600	(b)(4)				(b)(4)
4700	(b)(4)				(b)(4)
4800	(b)(4)				(b)(4)
4900	(b)(4)				(b)(4)

The total amount of award: (b)(4) The obligation for this award is shown in box 15G.

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SECTION B – SUPPLIES OR SERVICES AND PRICES

B.1 General

(a) This is a single award Indefinite Delivery Indefinite Quantity (IDIQ) contract for data center support services at the Department of Homeland Security’s Data Center 1. The Contractor shall provide the management, supervision, labor, and materials necessary to perform data center support services as described in the Performance Work Statement. All Department of Homeland Security Components are authorized ordering activities. No organization outside of the Department of Homeland Security (DHS) is authorized to issue orders directly off this IDIQ contract.

(b) This is not a multiple award IDIQ. As such, the Government shall not conduct and the Contractor shall not participate in Task Order competitions under this IDIQ contract.

B.2 Ordering Periods

(a) The ordering periods for this IDIQ contract consist of a base period and a series of option periods as follows:

Base Period	January 1, 2016 – June 30, 2016
Option Period 1	July 1, 2016 – June 30, 2017
Option Period 2	July 1, 2017 – June 30, 2018
Option Period 3	July 1, 2018 – June 30, 2019
Option Period 4	July 1, 2019 – June 30, 2020.

(b) This is not a multi-year contract as defined in FAR Part 17.1, Multiyear Contracting. Task Orders may be issued at any time during the base and/or option periods if exercised. The performance periods will be specified in the Task Orders and may include option periods. The Government shall not issue Task Orders or Task Order Optional periods of performance under this IDIQ Contract if the IDIQ Contract has either expired or been terminated.

(c) Task Orders may extend up to twelve (12) months beyond the IDIQ’s expiration or termination date if issued before the IDIQ Contract’s expiration or termination.

B.3 Pricing

(a) The types of Task Orders issued against this IDIQ may be Time and Materials (T&M), Labor Hour (LH), and Firm-Fixed-Price (FFP) in accordance with Federal Acquisition Regulation (FAR) Part 16.5 “Indefinite-Delivery Contracts” and as set forth in Section G “Contract Administration Data” and Section I “Contract Clauses.” Indefinite-Delivery, Indefinite-Quantity (IDIQ), Blanket Purchase Agreements (BPAs), and Letter Contracts are not permissible Task Order types. The Government shall not issue and the Contractor shall not accept Task Orders under this IDIQ Contract for the procurement of hardware or software that is not either for the performance of the services ordered under this Contract or Task Orders issued thereunder or the acquisition of assets formerly used in the performance of those services.

(b) All Task Orders shall be priced in accordance with the pricing set forth in Attachment (b)(4) (b)(4), These CLINs specify pricing for each of the services, deliverables, and data items within the scope described in Section C of this IDIQ contract, Attachment (b)(4) (b)(4) and Attachment (b)(4) (b)(4)

All CLIN prices described in Attachment (b)(4) reflect the fully-burdened rates for each CLIN. The fully-burdened prices include all direct, indirect, general and administrative costs and profit associated with providing the required performance at Government and Contractor sites. The use of uncompensated overtime is not encouraged.

Other Direct Costs such as hardware, software, cabling, subcontractors and consultants not priced via the labor categories and rates in Attachment (b)(4) incidental supplies, and travel for which a CLIN is not established in Attachments (b)(4) and (b)(4) are allowable under (b)(4) when included in a Task Order by a Task Order CO. Fee is allowable on hardware, software, and cabling. The amount of fee will be negotiated by the Task Order CO. Fee is not allowable on any other type of Other Direct Costs. Applicable indirect costs shall be applied based on the Contractor's Defense Contract Audit Agency approved forward pricing rate agreement at the time the costs were incurred.

(c) The Contractor is not precluded from offering discounts from the prices found in Attachment (b)(4) when preparing its proposals in response to Task Order Requests for Proposal. Proposed rates for Task Orders shall not exceed the rates established in the IDIQ contract.

(d) For those CLINs offered on a tier pricing basis, the tier designation for the applicable CLINs shall remain fixed at the Task Order level for each Task Order period of performance based on the agreed upon DHS/IDIQ level aggregate volume at time of Task Order award or option exercise. Prior to the exercise of a Task Order option period, the Contractor may readjust tier designation based on then-current agreed upon DHS/IDIQ level aggregate volumes. Additional information may be found in Section H.49.

(e) IDIQ level and Task Order level program management support costs. Program Management costs are fixed management and administrative costs associated with the IDIQ contract and the operation of the enterprise. As a result, these program management support costs shall be included within each fully burdened rate, and shall not be proposed separately. Task Order Project Management costs are variable management and administrative costs incurred directly in support of task order requirements. Task Order Project Management costs may be negotiated at the Task Order level using the labor categories and rates within Attachments (b)(4) and (b)(4)

(f) IDIQ level and Task Order level security costs. Costs for the enterprise security services described in Section 13 of Attachment J-3 shall not be separately priced. If a Task Order requires additional security services, the costs may be negotiated at the Task Order level using the CLINs and rates within Attachments (b)(4) and (b)(4)

(g) For FFP type Task Orders, the quantity of each item or labor category ordered will be multiplied against the rate listed in Attachment (b)(4) or as negotiated if lower rates are proposed

for the Task Order; and the cumulative extended total of all items ordered will define the firm-fixed price for the Task Order. Travel, if applicable, may be estimated for each Task Order. Applicable indirect costs on travel shall be applied based on the Contractor's Defense Contract Audit Agency approved forward pricing rate agreement at the time the costs were incurred. Fee is not allowable on travel. Any amounts negotiated for travel will be added to the extended price of all ordered items to arrive at the total firm-fixed price for the Task Order. Partial payment of FFP type Task Orders may be negotiated based on the completion of milestones/deliverables.

(h) For LH type Task Orders, the quantity of hours ordered from each labor category will be specified as deliverable hours billable at the ceiling rates specified in Attachment (b)(4) or as negotiated, if lower rates are proposed for the Task Order. The cumulative extended total of all labor categories ordered will define the Task Order ceiling price. Reimbursement under LH type Task Orders shall be governed by the clause at FAR 52.232-7, Payments under Time and Materials and Labor-Hour Contracts.

(i) If authorized in a Task Order, travel will be reimbursed at actual direct costs in accordance with the limitations set forth in FAR 31.205-46, Travel Costs. No fee is allowed for travel. Applicable indirect costs shall be applied based on the Contractor's Defense Contract Audit Agency approved forward pricing rate agreement at the time the costs were incurred. Travel by Program Management Office personnel shall not be reimbursed under Task Orders because it is included in the program management costs described in B.3(e).

(j) For T&M type Task Orders, the quantity of hours ordered from each labor category will be specified as deliverable hours billable at the ceiling rates specified in Attachment J-2 or as negotiated, if lower rates are proposed for the Task Order. The quantity of materials ordered from CLINs contained in Attachment (b)(4) will be specified as at the ceiling rates specified in Attachment (b)(4) or as negotiated, if lower rates are proposed for the Task Order. Other materials not ordered from CLINs contained in Attachment (b)(4) will be estimated as Other Direct Costs for each Task Order. For T&M type Task Orders, fee on materials is allowable subject to the restrictions in Section B.3(b). Applicable indirect costs shall be applied based on the Contractor's Defense Contract Audit Agency approved forward pricing rate agreement at the time the costs were incurred. The cumulative extended total of all labor categories ordered, plus materials from CLINs contained in Attachment (b)(4) plus the estimate for Other Direct Costs will define the Task Order ceiling price. Reimbursement under T&M type Task Orders shall be governed by the clause at FAR 52.232-7, Payments under Time and Materials and Labor-Hour Contracts.

(k) The rates in Attachment (b)(4) are fixed ceiling rates for all IDIQ contract periods; however, the Contractor may submit a proposal reducing the fixed rates and/or indirect rates applicable to materials at any time during the life of this contract. The Government will review these proposals and determine if the revised rates are realistic and in the best interests of the Government. If the rates are accepted, the Government will modify the IDIQ by incorporating the new rates into Attachment (b)(4).

(l) At any time and throughout the life of the contract, at the request of either the Contractor or the Government, the Contractor may propose additional labor categories, rates and descriptions

in addition to the labor categories found in this IDIQ. Additional labor categories added at the IDIQ level shall not be available for ordering until the Contracting Officer issues a modification incorporating them into the IDIQ.

(m) Task Order Unique CLINs, labor categories, rates, and descriptions may be negotiated on a case-by-case basis. These additional labor categories and rates shall be approved by the IDIQ CO prior to the award of the Task Order or Task Order modification. A recommendation by the Task Order CO shall be made to the IDIQ CO after proposal evaluations have been concluded. The Task Order CO will forward to the IDIQ CO the following: (1) a justification for the unique labor category or CLIN and how it is within scope of the services described in the PWS; (2) a complete CLIN or labor category description; and (3) a rate price reasonableness analysis. The additional CLINs or labor categories and rates, once approved, shall apply to that specific Task Order only.

B.4 Labor Subject to the Service Contract Act (SCA)

(a) The IDIQ labor categories are considered bona fide executive, administrative, or professional labor, and generally exempt from the SCA if used to perform professional IT services, and not the work of general service employees.

(b) If the principal purpose of a Task Order is to furnish services in the United States through the use of service employees and to the extent that any labor is subject to the SCA and within scope of this IDIQ, the Task Order Contracting Officer must identify such work under a separate CLIN on the order, and apply wages in accordance with FAR 22.10, Service Contract Labor Standards. The Contractor shall comply with FAR 52.222-41 (incorporated into the IDIQ in Section I). Additional CLINs are subject IDIQ Contracting Officer approval in accordance with Sections B.3(k) and C.1(b).

(c) This contract does not include all applicable flow-down clauses for labor categories subject to the SCA. Each Task Order must be tailored to include the appropriate clauses.

B.5 Indirect Rates

If the indirect Materials Handling and General & Administrative rates used in the buildup of the fixed unit price CLINs have not been approved by the Defense Contract Management Agency (DCMA) by the effective date of this contract, the CLIN prices, including the allocation amounts, shall be redetermined using the DCMA approved rates in effect on January 1, 2016 if the DCMA approved rates are lower than rates used to develop the pricing on this contract.

B.6 Allocation Redetermination

If the (b)(4) _____ allocations should be lower based upon a review by DCMA at any point during contract performance, DHS reserves the right to renegotiate the (b)(4) _____ methodology and/or allocations under this contract.

(End of Section B)

SECTION C – DESCRIPTIONS/SPECIFICATIONS/STATEMENT OF WORK

C.1 Work Within Scope of this Contract

The Performance Work Statement can be found in Attachment J-3.

C.2 Work Not Within Scope of this Contract

(a) All Enterprise Computing Services (ECS) Initiative projects are outside the scope of this IDIQ and resultant Task Orders. DHS shall not award any ECS initiative projects under this contract.

(b) All public cloud services are outside the scope of this IDIQ and resultant Task Orders.

(c) The Government and Contractor understand and agree the prohibition set forth in Paragraphs (a) and (b) above shall not apply to in scope technology modernization, service or product improvement, or volume growth of services for the CLINs set forth in this IDIQ Contract.

(d) All work not specifically mentioned in Section C.1 shall not be included in a Task Order until the IDIQ CO has made a determination in writing that the work is within scope of this IDIQ.

C.3 Technical Approach

The Contractor's technical approach will not change as a consequence of any potential corporate mergers or reorganizations.

(End of Section C)

SECTION D – PACKAGING AND MARKING

D.1 Packaging and Marking

(a) Unless otherwise specified, preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

(b) Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (1) Identifies the contract and task order by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number requiring the delivered item(s).
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (b) above shall be simultaneously provided to the office administering the Task Order, or to the Contracting Officer.

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

(e) All cost associated with packing, marking and storage incidental to shipping of Government equipment provided under this IDIQ shall be recovered by Contractor as an ODC expense. The Contractor shall supervise the packing of all acquired equipment furnished by the Contractor and shall supervise the unpacking of equipment to be installed.

(e) All shipments by the contractor via third party delivery will include tracking and accountability measures to ensure delivery and/or recovery of shipment.

D.2 Security Requirements

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by current Department of Homeland Security (DHS) directives.

(End of Section D)

SECTION E – INSPECTION AND ACCEPTANCE

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

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

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

FAR Clause	Title	Date
52.246-2	Inspection of Supplies - Fixed-Price	AUG 1996
52.246-4	Inspection of Services - Fixed-Price	AUG 1996
52.246-6	Inspection - Time-and-Material and Labor-Hour	MAY 2001
52.246-16	Responsibility for Supplies	APR 1984

E.2 Higher-Level Contract Quality Requirement (FAR 52.246-11) (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below:

ISO 20000

Information Technology Infrastructure Library (ITIL)

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
- (2) When the technical requirements of a subcontract require—
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

E.3 Inspection

(a) Inspection of all items under this IDIQ shall be accomplished at the Task Order level by the cognizant DHS Contracting Officer's Representative (COR), or any other duly authorized Government representative in accordance with the applicable FAR clauses and Section C of this contract.

(b) All deliverables will be inspected for content, completeness, and accuracy and conformance to IDIQ and Task Order requirements. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in Section C. The scope and nature of this testing will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables and services.

(c) The Government requires a period not to exceed thirty (30) calendar days after receipt of services and final deliverable items for inspection and acceptance or rejection unless otherwise specified in Section C or the terms of a Task Order. The Government shall provide written notification of acceptance or rejection of all final deliverables within 30 calendar days of receipt of services or deliverables. Absent written notification within 30 calendar days of receipt, final deliverables shall be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

E.4 Acceptance

(a) Acceptance of all work and effort under the associated Task Orders shall be accomplished in writing by the Task Order Contracting Officer or their duly designated representative.

(b) The basis for acceptance shall be in compliance with the requirements set forth in Section C, the terms and conditions of this contract, and other terms and conditions specified at the Task Order level. Services and/or deliverable items rejected shall be corrected in accordance with the applicable clauses.

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

(d) Non-conforming products or services will be rejected or revised as directed by the Task Order CO or COR as specified in Section C. Unless otherwise agreed by the parties, deficiencies will be corrected within thirty (30) business days of the rejection notice. If the deficiencies cannot be corrected within the specified period, the Contractor will immediately notify the Task Order Contracting Officer of the reason for the delay and provide a proposed corrective action plan within ten (10) business days.

(End of Section E)

SECTION F – DELIVERIES OR PERFORMANCE

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

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

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

FAR Clause	Title	Date
52.242-15	Stop-Work Order	AUG 1989
52.247-55	F.o.b. Point for Delivery of Government-Furnished Property	JUNE 2003

F.2 Term of Contract

(a) The total duration of this IDIQ, including the exercise of all below stated options, shall not exceed fifty-four (54) months. This includes the following:

Base Period	January 1, 2016 – June 30, 2016
Option Period 1	July 1, 2016 – June 30, 2017
Option Period 2	July 1, 2017 – June 30, 2018
Option Period 3	July 1, 2018 – June 30, 2019
Option Period 4	July 1, 2019 – June 30, 2020.

(b) This is not a multi-year contract as defined in FAR Part 17.1, Multiyear Contracting. Task Orders may be issued at any time during the base and/or option periods. The performance periods will be specified in the Task Orders and may include option periods. The Government shall not issue Task Orders or Task Order Optional periods of performance under this IDIQ

Contract if the IDIQ Contract has either expired or been terminated. Task Orders may extend up to twelve (12) months beyond the IDIQ's expiration or termination date if issued before the IDIQ Contract's expiration or termination

(c) The period of performance of any Task Orders awarded under this IDIQ shall not begin earlier than January 1, 2016.

F.3 Principal Place of Performance

The primary place of performance for the Stennis Data Center Managed Services support shall be at the current facility located in (b)(4). The place of performance shall include dedicated office and meeting space to accommodate Government staff and/or their support Contractors.

Task Orders under this IDIQ may require periods of travel to one or more of the DHS Component locations within the US.

Additional authorized places of performance are listed in Attachment J-7 "Authorized Places of Performance."

Only the IDIQ Contracting Officer may add to the authorized locations list at the IDIQ level. The Government and the Contractor shall conduct an annual review of the authorized locations, or more frequently as requested by either party. Any additional locations are subject to approval by the Government. Task Order Contracting Officers may authorize additional locations within the United States of America or in areas falling under its territorial jurisdiction for individual Task Orders.

Task Order Contracting Officers may restrict telecommuting to specific locations.

F.4 Hosting Services Deliverable

The Contractor shall provide hosting services in accordance with Attachment J-3.

F.5 Expansion of Hosting Services

When expanding the amount of new raised floor space that is available for hosting DHS requirements, the Contractor shall provide the Government with a Certification and Accreditation System Security Plan Addendum documenting the changes to or expansion of the operational environment associated with the new raised floor space.

F.6 Notice to the Government of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with a Task Order delivery schedule or completion date, or as soon as the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of a Task Order, the Contractor shall immediately

notify the Task Order CO and COR in writing. This notification shall give pertinent details and this data shall be informational only in character; this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this IDIQ or a Task Order. Nothing in this clause shall be construed in any way to alter or limit FAR 52.249-14 "Excusable Delays."

F.7 Deliverables

(a) Contract deliverables are listed and described in Section C, specifically Attachment J-3 "Performance Work Statement."

(b) All applicable Task Order deliverables, their required delivery dates, destination of delivery, and schedule for completion of work to be performed will be specified in Task Orders issued under this IDIQ, as applicable.

(c) For purposes of delivery, all deliverables shall be made by close of business (COB) 4:30 P.M. local time at destination, Monday through Friday, unless stated otherwise in a Task Order.

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

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

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

F.8 Service Level Agreements

(a) The Service Level Agreements found in Attachment (b)(4) are established at the contract level and flow down to each of the Task Orders when the associated CLINs are ordered. Compliance with the Service Level Agreements will be monitored by the CORs at both the IDIQ and Task Order levels in accordance with the Quality Assurance Surveillance Plan (QASP). The Contractor shall administer the Service Level Agreements in accordance with the Service Level Agreement Measurement Procedure found in Attachment (b)(4) thresholds and performance will be continually reviewed by the Government and Contractor. Service Level Agreement change proposals may be considered and potentially negotiated annually or at the Government's discretion.

(b) Additional Service Level Agreements may be added at the Task Order level. If the additional Service Level Agreements cannot be met within the ceiling prices specified in Attachment J-2, the Task Order CO shall get approval from the IDIQ CO before approving any increase in unit price.

(c) Task Order CORs will copy the IDIQ COR on all performance related issues so that systemic problems may be identified and corrected. If a component chooses to utilize Earned Value Management Systems (EVMSs), the Contractor will be required to use an Earned Value Management System on Task Orders. If applicable, the use of EVMS will be negotiated on a Task Order basis.

(d) Work performed under the (b)(4) at an Alternate Service Provider Site shall be performed in accordance with the Service Level Agreements established for that location rather than the Service Level Agreements found in Attachment (b)(4) contract. The Service Level Agreements for Data Center 2 can be found in Attachment (b)(4) to contract number (b)(4)

(End of Section F)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Primary Government Roles and Responsibilities

The following subsections describe the roles and responsibilities of individuals and/or authorized users who will be the primary Points of Contact (POC) for the Government on matters regarding contract administration as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments at any time.

G.1.1 Contract/IDIQ Contracting Officer (CO)

(a) The IDIQ CO, without right of delegation, is the only authorized individual to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. In the event, the Contractor makes any changes at the direction of any person other than the IDIQ CO, the change will be considered to have been without authority and no adjustment will be made to cover any increase in costs occurred as a result thereof. It is incumbent on the Contractor to make sure that this requirement is enforced, or work performed will be performed at the Contractor's own risk.

(b) The following Administrative Contracting Officer is assigned to this contract:

(b)(6)

(c) The IDIQ Contracting Officer is responsible for overall administration and the final closeout of the contract, and when necessary, shall:

- (1) Provide scope oversight;
- (2) Serve as liaison between the Contractor and the Department;
- (3) Ensure compliance with contract requirements;
- (4) Report contractor performance at the contract-level in accordance with Section H.22, Contractor Performance Evaluation, and FAR Subpart 42.15, Contractor Performance Information.
- (5) Issue the CO's final decision and handle all contract-level contractual disputes under the Contract Disputes Act; and
- (6) Issue all contract modifications against the contract.

(d) The IDIQ CO will not make decisions regarding disputes on orders under the IDIQ. All issues must be resolved consistently with ordering component policies and procedures. However, the IDIQ CO will provide scope oversight as described elsewhere in this document.

G.1.2 Contract/IDIQ Contracting Officer's Representative (COR)

(a) The following COR is designated for the contract and is responsible for the day-to-day coordination of the contract:

(b)(6)

(b) An Alternate COR may be appointed by the IDIQ CO.

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

(d) The IDIQ COR for this contract will be appointed by the IDIQ CO through a written designation. A copy of the letter of appointment with specific duties and responsibilities will be provided to the Contractor.

G.1.3 Task Order Contracting Officers

(a) Each Task Order will be issued in writing and signed by a warranted Contracting Officer on behalf of a Department of Homeland Security Component. In addition to the authority of FAR 52.243-1 ALT II "Changes – Fixed Price" and FAR 52.243-3 "Changes – Time-and-Materials or Labor Hours" as appropriate, Task Order Contracting Officers may negotiate additional terms

and conditions to Task Orders at their discretion, but they do not have the authority to change any of the terms and conditions established at the IDIQ level.

(b) The Task Order CO shall be responsible for:

- (1) Ensuring that Task Orders are within the scope of the IDIQ;
- (2) Administration and final closeout of Task Orders;
- (3) Performing inspection and acceptance or rejection of the equipment/services provided by the Contractor;
- (4) Reporting contractor performance on the Task Order in accordance with Section H.22, Contractor Performance Evaluation, and FAR Subpart 42.15, Contractor Performance Information;
- (5) Approving or withholding payments, or authorizing partial payment of invoices; and
- (6) Forwarding an end of fiscal year notification to the contract-level Contracting Officer (either by memo, letter, or electronically), stating which Task Orders awarded in the preceding fiscal year were closed with final disposition complete, including release of claims letters (if applicable).

G.1.4 Task Order Level Contracting Officer's Representative (Task Order COR)

(a) Task Order COs may designate CORs for individual Task Orders that will be responsible for the day-to-day coordination of that Task Order. The COR for each Task Order will be appointed by the Task Order CO through a written designation. A copy of the letter of appointment with specific duties and responsibilities will be provided to the Contractor.

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

(c) Task Order CORs shall ensure that all Task Order awards, funding modifications, and agreed-upon service level management and other Task Order deliverable reports have been submitted to the IDIQ COR and Alternate.

G.2 Key Personnel or Facilities (HSAR 3052.215-70) (DEC 2003)

(a) The personnel or facilities specified in Section G.3 below are considered essential to the work being performed under this task order and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the IDIQ Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the IDIQ Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the IDIQ Contracting Officer approves the change.

(End of clause)

G.3 Key Personnel Positions

(a) The following positions are classified as Key Personnel:

Position	Name
Program Manager	(b)(6)
Deputy Program Manager	
Service Delivery Manager	
Security Manager	
Quality Manager	

(b) Additional Key Personnel may be proposed and incorporated into individual Task Orders. If the Government determines that certain personnel are “key” to successful completion of a Task Order, they will be designated as "Key Task Order Personnel" in the Task Order.

(c)

Key Personnel Position	Required Education and Experience	Required Certifications	Required Years of Experience	Position Description
Program Manager (PM)	<p>Minimum a Bachelor’s Degree or 8 years of experience in addition to the required years of experience for the position</p> <p>A Master’s Degree or 12 years of experience in addition to the required years of experience for the position preferred</p>	PMP ITIL	15+ Years of IT Experience, 10 of which are managing complex IT Infrastructure Programs	<p>As lead executive, the PM has overall responsibility for all financial, technical, administrative, contractual, and personnel aspects of the DC1 Data Center Support IDIQ Contract and all Component Task Orders. The PM is also the key interface with DHS executives.</p> <p>Manages, directs, and allocates resources to support the Data Center 1 program; supported by Contractor corporate executives to make sure that the Data Center 1 provides on-time delivery of top-quality services to DHS. Role activities for the Program Manager include:</p> <ul style="list-style-type: none"> • Responsibility for all aspects of the DC-1 contract; • Serves as main point of contact for the client Leadership and second point of escalation. (Contractor Client Advocates are first point of escalation); • Leads cross project planning for contractor resources, scheduling, milestones and deliverables; • Facilitates cross project communication; • Coordinates resolution of scope and schedule disputes with Government and contractor Service Delivery Teams; • Ensures adherence to the processes, procedures, standards and policies required by the Government under this contract; • Represents the program on steering committee meetings and Government Leadership presentations; • Conducts program health checks; • Ensures that all contract deliverable are met; • Identifies, assesses and resolves complex business problems/issue/risks and facilitates issue resolution and risk mitigation; • Ensures Contractor Back office support to properly process invoicing and Personnel Security Clearance requirements; • Plans for the program life cycle deployment; • Performs contractor team assessment and evaluations.
Deputy Program	Minimum a	PMP	15+ Years of IT	Assists the Program Manager PM in coordinating all aspects of the DHS DC1

<p>Manager (DPM)</p>	<p>Bachelor's Degree or 8 years of experience in addition to the required years of experience for the position</p> <p>A Master's Degree or 12 years of experience in addition to the required years of experience for the position preferred</p>	<p>ITIL</p>	<p>Experience, 10 of which are managing complex IT Infrastructure Programs</p>	<p>IDIQ Contract and to fulfill all responsible role activities with regard to the Data Center 1 program. In the absence of the Program Manager, provide oversight and governance for all Data Center 1 activities including the main point of contact for the client.</p> <ul style="list-style-type: none"> • In the absence of the Program Manager, provides oversight and governance in accordance with Program Manager duties; • Serves as primary escalation and POC for Data Center 1 activities; • Ensures that the CMDB database is accurate and asset management processes followed; • Ensures adherence to the processes, procedures, standards and policies of on-site Contractor staff; • Responsible for site security and surveillance procedures; • Ensures contractor resources, scheduling, and training provides contracted coverage and performance.
<p>Service Delivery Manager (SDM)</p>	<p>Minimum a Bachelor's Degree or 8 years of experience in addition to the required years of experience for the position</p> <p>A Master's Degree or 12 years of experience in addition to the required years of experience for the position preferred</p>	<p>PMP ITIL</p>	<p>15+ Years of IT Experience, 10 of which are managing Complex IT Infrastructure Environment</p> <p>Technical background ideally within Managed Services and IT outsourcing industry</p> <p>Systems management platforms, service management solution</p>	<p>The Service Delivery Manager oversees all aspects of the delivery of services and service technology across the DC1 Enterprise including coordination of requirements across all task orders. Establishes policies designed to ensure consistently high service performance, monitors employees and evaluates customer feedback to develop quality improvement processes. The SDM plays a vital role in creating long-term service delivery continual improvement, customer relationships, and ensuring the highest level of operational service delivery.</p> <ul style="list-style-type: none"> • Building a personal relationship with key client staff • Successful service delivery - SLA achievement and high level of customer satisfaction • Monitoring overall performance of services • Ensure delivery processes are efficient and cost effective. • Assess customer feedback and make necessary improvements, identifying and analyzing issues, and work on eliminating bottlenecks • Collaborating with senior management ensuring operations teams are aware of changes and are prepared • Removing all obstacles to customer satisfaction and projects delivery performance • Working with the client and operations teams to identify and manage service improvement activities • Follow hardware and software best practices in implementing, managing and delivering projects
<p>Security Manager (SM)</p>	<p>Minimum a Bachelor's Degree or 8 years of experience in addition to the required years of experience for the position</p> <p>A Master's Degree or 12 years of experience in addition to the required years of experience for the position preferred</p>	<p>CISSP ITIL</p>	<p>15+ Years of IT Experience, 10 of which are in Security Management</p>	<p>The Security Manager is responsible for determining enterprise information security standards across the DHS DC1 Enterprise. Responsible for the development and implementation of IT Security Policies, Standards and Procedures across Data Center 1 and components information and IT assets program to include maintaining confidentiality, integrity and availability of all IT assets and data. Role activities for the Security Manager include:</p> <ul style="list-style-type: none"> • Designs and oversees the logical and physical Security Management infrastructure, not inclusive of physical facilities; • Develops and maintains documented IT Security Policies, Processes and Standards; • Ensures IT Security functions are carried out in compliance with corporate security guidelines and objectives; • Provides guidance and assistance to new IT initiatives and projects to ensure appropriate levels of security are included with new solutions; • Ensures IT Security functions are carried out in compliance with legal and statutory obligations; • Designs and oversees development of Security Management infrastructure; • Liaisons with clients on security requirements and Incident Response; • Reviews OLAs, SLAs to ensure compliance with Security Management goals and objectives.
<p>Quality Manager (QM)</p>	<p>Minimum an Associate's Degree or 4 years of experience in addition to the required years of experience for the position</p>	<p>Lean Six Sigma ITIL</p>	<p>15+ Years of IT Experience, 10 of which are in Quality Management</p>	<p>The Quality Assurance Manager provides management with appropriate visibility as to the quality of work products and the institutionalization of standards, processes and procedures at the program and project level. Role activities for the Quality Assurance Manager include:</p> <ul style="list-style-type: none"> • Develops and implements quality control methodologies across the DHS DC1 Enterprise to ensure compliance with quality assurance standards, guidelines, and procedures in a large computer-based organization. • Develops and defines major quality characteristics including quality metrics and scoring parameters and determines requisite quality control resources.

	<p>Bachelor's Degree or 8 years of experience in addition to the required years of experience for the position preferred</p>		<ul style="list-style-type: none"> • Conducts and/or participates in formal and informal reviews at pre-determined points throughout the system life cycle. • Ensures quality management process is effective; • Identifies, documents and implements a focused quality management process to ensure that Data Center 1 program requirements are met; • Manages all functions related to the execution of the Quality Management Plan and schedule; • Leverages ITIL and corporate best practices to establish consistent and effective processes, to include the definition of process performance measures and continual process improvement.
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G.4 Replacement of Key Personnel

(a) The Contractor shall notify the Government prior to making any changes in Key Personnel. All proposed substitutes shall have qualifications that meet the required education and experience qualifications in the position descriptions located in Section G.3. The IDIQ CO shall be notified in writing of any proposed substitution at least thirty (30) calendar days, in advance of the proposed substitution. Such notification shall include:

- (1) an explanation of the circumstances necessitating the substitution;
- (2) a complete resume of the proposed substitute; and,
- (3) any other information requested by the IDIQ CO to enable him/her to determine whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(b) The IDIQ CO will evaluate substitutions at the IDIQ level; and the Task Order COR will evaluate Task Order level substitutions. These individuals will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval in writing. All disapprovals will require resubmission of another substitution within fifteen (15) calendar days by the Contractor.

G.5 Ordering

(a) The Government will order any supplies and services to be furnished under this IDIQ contract by issuing Task Orders on Optional Form 347, or an agency prescribed form, from the effective date of the IDIQ through the expiration date of the IDIQ. All warranted DHS COs are considered designated ordering officials.

(b) Designated ordering officials within DHS may directly place orders under the contract to obtain services for their Component. Ordering offices will be responsible for the issuance, administration, payment and closeout of their orders. All orders are subject to the terms and conditions of this IDIQ. In the event of conflict between an order and this IDIQ contract, the IDIQ shall prevail.

(c) Under no circumstances, will a Task Order change the requirements of the IDIQ. Should a Contract User require such a change, specific approval must first be obtained from the IDIQ CO.

(d) Issued Task Orders will identify the services required, provide specific technical details (including the schedule for all deliverables and the identification of any applicable Government-

Furnished Property (GFP), Government-Furnished Information (GFI) and/or Government furnished workspace) and activate performance.

(e) The Contractor shall submit information on all Task Order awards and modifications involving a change in the Task Order price to the IDIQ CO for tracking purposes on a monthly basis.

(f) Rough Orders of Magnitude (ROMs) are a market research tool and shall not be considered binding offers from the Contractor.

(g) Task Order proposals shall only be solicited from the Contractor by a warranted DHS Contracting Officer. Once submitted, proposals shall be considered a binding offer to the Government.

G.6 Unauthorized Work

The Contractor is not authorized at any time to commence Task Order performance prior to issuance of a signed Task Order or other written approval provided by the Task Order CO to begin work.

G.7 Unilateral Orders

Task Orders consistent with the terms and conditions of the IDIQ may be issued unilaterally. A Task Order CO may require the Contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause. If a Task Order contains any unique Task Order terms and conditions, CLINs, labor categories, or Service Level Agreements, the Task Order shall be issued bilaterally.

G.8 Voucher Format

(a) Each invoice or voucher submitted shall include the following:

- (1) Task Order Number,
- (2) Contractor Name,
- (3) Date of Invoice,
- (4) Invoice Number,
- (5) Task Order type (Firm Fixed Price, Labor Hour, or Time and Materials),
- (6) Line Item(s) numbers for which charges are claimed,
- (7) Description of line items,
- (8) Amount Claimed for Each Line item,
- (9) Invoice Amount,
- (10) Period Covered by Invoice,
- (11) Cumulative Amount Invoiced to Date,
- (12) Detailed Line item CLIN detail shall be included with invoice,
- (13) Backup detail supporting price and invoice quantities shall be provided with/ but separately from Invoice,
- (14) Backup detail for Labor Charges shall be accompanied by the following:

- (i) A listing of the hours expended during the invoice period and totals to date, broken down by labor categories/key individuals with the associated fixed rates identified within Section B of each Task Order.
- (ii) The invoice or voucher shall further segregate costs by Task Assignment, identifying current and cumulative billings for each Task Assignment.

(b) ODC charges shall be accompanied by a detailed listing by Task Assignment of all reimbursable other direct costs in accordance with the Payment clause in the Task Order. All charges shall be accompanied by copies of invoices for the related charges.

G.9 Billing Instructions

(a) The Contractor shall electronically submit the original invoice(s) or vouchers on a monthly basis in accordance with the Payments provisions of this contract to the address specified in each Task Order.

(b) The Contractor shall provide electronic copies of all invoices to the Task Order Contracting Officer and Task Order Contracting Officer’s Representative.

G.10 Classified Information

(a) Contractor access to classified information is required under this IDIQ. (b)(4)
(b)(4) The details will be specified in a Department of Defense (DD) Form 254 (Attachment J-5).

(b) Transmission of DHS classified information is governed by DHS security requirements, including DHS 4300B. (b)(4)
(b)(4) Secondary transmission to Contractor network shall be coordinated in advance between DHS and the Contractor for appropriate data safeguards.

G.11 Drawdown Accounts

The use of Drawdown Accounts is authorized, but not required, at the Task Order level if the use of such accounts is in accordance with ordering Component acquisition policy.

G.12 Integrated Baseline Reviews (IBRs)

The Contractor shall participate in integrated baseline reviews as required on Task Orders. Such reviews shall be scheduled as early as practicable and must be conducted within 90 calendar days after the date of the award of the Task Order. The Contractor shall also participate in an IBR within 90 calendar days from the date of award of any option year under the Task Order and/or whenever a major Task Order modification has been awarded. The objective of the integrated baseline review is for the Government and the Contractor to jointly assess areas, such as the Contractor’s planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

G.13 First Year Component Pricing

The first year prices for DHS Components is provided as an addendum to Attachment J-2. The prices represent a DHS Component's costs for a single 12-month Task Order beginning on January 1, 2016 and are delineated by project and CLIN. (b)(4)

(b)(4)

(b)(4)

(b)(4) Components may elect to use the funding profile included in Attachment J-2 in the first Task Order issued under this IDIQ contract or negotiate other requirements and/or pricing. Components are responsible for negotiating pricing on task orders in future years.

G.14 NASA Facility Charges

(b)(4)

(b)(4) These charges are often referred to as Abbreviated Project Implementation Plan (APIP) charges. The APIP charges are in addition to service costs from the Data Center 1 IDIQ contractor. APIP charges are not necessarily applicable to each Task Order award.

All Task Order solicitations must be sent to the IDIQ COR at the same time they are sent to the Contractor. The Contractor shall not provide a quote in response to any solicitation that the IDIQ COR was not carbon copied on. (b)(4)

(b)(4)

(b)(4) Ordering Components are responsible for ensuring that enough funds have been sent to DHS HQ OCIO to cover the APIP charges prior to awarding a Task Order. Failure to transfer funds in a timely manner to DHS HQ OCIO may delay the start of work under a Task Order.

G.15 Incorporation by Reference of Representations and Certifications (FAR 52.204-19) (DEC 2014)

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

(End of clause)

(End of Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Authorized Users

This Department-Wide Acquisition Contract is available for use by the DHS and its Components. DHS Component(s) Head(s) of Contracting Activity (HCA) that use another Federal agency to provide contracting support services may delegate procurement authority to allow the use of the data center support contracts on the Component's behalf. It is the Component's responsibility to ensure that the delegation precludes non-DHS orders placed on the IDIQ and that awarded orders are included in the monthly contractor activity reports.

H.2 Type of Contract

This is a single award IDIQ contract as defined in FAR Subpart 16. Only Firm Fixed Price, Labor Hour, and Time and Materials based Task Orders may be placed under this IDIQ.

H.3 Minimum Dollar Guarantee and Maximum Contract Limitation

(a) Minimum. The minimum guaranteed award amount for this IDIQ contract is (b)(4) and it may be satisfied at any point during the base and option ordering periods. Orders beyond the minimum will be determined by user needs. The Government has no obligation to issue Task Orders to the Contractor beyond the amount specified. The exercise of any option period does not re-establish the contract minimum.

(b) Maximum. The maximum cumulative dollar ceiling value of this contract is established at (b)(4)

H.4 Modification Authority

Notwithstanding any of the other provisions of this IDIQ, the IDIQ Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this IDIQ, or
- (c) modify any term or condition of this IDIQ.

H.5 Technical Direction

(a) Performance of the work under this IDIQ shall be subject to the technical direction of the IDIQ Contracting Officer's Representative (COR) identified elsewhere in this contract. Performance of work under Task Orders shall be subject to the technical direction of the Task Order COR. The term "technical direction" is defined to include, without limitation:

- (1) Directions to the Contractor which fill in details or otherwise serve to accomplish the work described in Section C.
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

- (b) Technical direction must be within the scope of work stated in the IDIQ. The IDIQ and Task Order CORs do not have the authority to, and may not, issue any technical direction which:
- (1) Constitutes an assignment of additional work outside the work described in Section C;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the total price or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(c) All technical directions shall be issued in writing by the IDIQ and Task Order CORs.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the IDIQ and Task Order CORs in the manner prescribed by this article and within his/her authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the IDIQ or a Task Order COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the IDIQ and Task Order Contracting Officers in writing within five (5) working days after receipt of any such instruction or direction and shall request the IDIQ or Task Order Contracting Officer to modify the IDIQ or Task Order accordingly. Upon receiving the notification from the Contractor, the IDIQ or Task Order Contracting Officer shall:

- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the IDIQ or Task Order effort and does not constitute a change under the "Changes" clause of the contract; or
- (2) Advise the Contractor within a reasonable time that the Government will issue a written change order.

(e) A failure of the Contractor and IDIQ or Task Order Contracting Officer to agree that the technical direction is within the scope of the IDIQ or Task Order, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes - Alternate I" of the contract.

H.6 Observance of Legal Holidays and Excused Absence

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

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

(b) The Contractor will adhere to the Government holiday schedule for work not required on a 24x7x365(366) basis. If the holiday falls on a Saturday, the recognized Federal holiday is the preceding Friday. If the holiday falls on a Sunday, the recognized Federal holiday is the following Monday.

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

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

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

(e) When Federal and governmental entities grant excused absence to their employees, the Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by each Task Order CO or COR.

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

- (1) Contractor personnel that are able to continue Task Order performance (either on-site or at a site other than their normal work station), shall continue to work and the Task Order price shall not be reduced or increased.
- (2) Contractor personnel that are not able to continue Task Order performance (e.g., support functions), may be asked to cease their work effort.

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

(h) Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this IDIQ or a Task Order.

H.7 Purchasing System

The Contractor shall notify the IDIQ CO and all Task Order COs in writing if there is any change in the status of its approved purchasing system and provide the reason(s) for the change.

Documentation required to be submitted for IDIQ CO consent shall be submitted in accordance with FAR Part 44, Subcontracting Policies and Procedures.

H.8 Notification Requirements

Contractor notification requirements for FAR Clause 52.232-7(d) "Payments under Time and Materials and Labor-Hours" shall be accomplished only by separate correspondence directed to the appropriate Task Order CO with copies to the Task Order COR. No other form of "notification" (e.g., mention in any type of monthly progress or status report) will effect compliance. Further, notification to any individual other than the Task Order CO shall not constitute compliance with this requirement.

H.9 Contractor Justification for Other Direct Costs (ODCs)

Some Task Orders may require software or hardware not included and priced in Attachments J-1 and J-2. Such Other Direct Costs must be within scope of this IDIQ and be for the performance of services ordered under this Contract or Task Orders issued thereunder (or the acquisition of assets formerly used in the performance of those services). The Contractor shall utilize Government supply sources when available, including the mandatory-for-consideration DHS commodity contracts. When requisitioning procedures reveal that required materials are not available from Government supply sources, the Contractor shall identify them in each Task Order proposal. Ownership of software and equipment acquired by the Contractor with Government funds, for performance of this IDIQ or associated Task Order, shall vest with the Government. The Contractor shall include a detailed description of all proposed materials in individual Task Order proposals. Materials are defined in the clause at 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts.

H.10 Training

The Government will not allow costs, nor reimburse costs associated with the Contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this IDIQ or any Task Order. Other training may be approved on a case-by-case basis by a Task Order CO. Attendance at workshops or a symposium is considered training for purposes of this clause.

H.11 Leasing of Equipment

(a) The Government contemplates leases of the following types: (1) lease to ownership (LTO); (2) lease with an option to purchase (LTOP); and, (3) straight lease IT equipment. All leases may include integrated installation and warranty. Leasing terms and conditions and associated lease documentation will be established at the Task Order level.

(b) If the Government awards a Task Order for leased equipment it contemplates the use of the equipment for the entire term of the lease identified ("Lease Term"). However, the Lease Term of the lease agreement is from the date of acceptance of the equipment through September 30 of the fiscal year in which the Task Order is placed. Acceptance shall be defined in each Task

Order. The lease, LTO, or LTOP does not require, and should not be interpreted as requiring, either party to take any action or perform any covenant that is contrary to the Anti-Deficiency Act, or other Federal law. Accordingly, any Task Order for leased equipment shall not be deemed to obligate succeeding fiscal years or otherwise commit the Government to continue performance beyond the current Government fiscal year.

H.12 Government Furnished Property (GFP)

(a) The Government may furnish, entirely at its own choice, to the Contractor certain property to be used on-site on a no-cost-for-use basis, as necessary for the technical performance of the IDIQ. The Contractor shall use all reasonable care in protecting said property from damage or losses incurred, and will immediately advise the IDIQ COR of any repairs needed, damages or losses incurred, replacement required, etc. In no event shall any item of property, other than office operating supplies, be relocated or disposed of without the expressed authorization of the IDIQ COR.

(b) Thirty (30) calendar days prior to the end of the IDIQ's ordering period, or upon termination of the IDIQ, the Contractor shall furnish to the IDIQ COR a complete inventory of all Government Property in its possession under the contract that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The IDIQ COR will furnish disposition instructions on all listed property which was furnished or purchased under the IDIQ.

(c) Additional GFP will be specified in individual Task Orders. GFP provided to the Contractor in support of individual Task Orders shall be tracked through applicable procedures provided by the Task Order CO in accordance with the FAR. Property shall be accounted for and marked accordingly for identification and tracking purposes with the Contract Number, Task Order Number, Serial Number and other information as required by the Task Order CO.

(d) Thirty (30) calendar days prior to the end of a Task Order period of performance, or upon termination of the contract, the Contractor shall furnish to the Task Order COR a complete inventory of all Government Property in its possession under the Task Order that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The Task Order COR will furnish disposition instructions on all listed property which was furnished or purchased under the Task Order.

H.13 Government Furnished Information (GFI)

(a) The Government may provide information (e.g., technical data, applicable documents, plans, regulations, specifications, etc.) as it relates to DHS Wide Area Network connectivity and performance as required to support Contractor delivery of services.

(b) The Government may also provide information (e.g., technical data, applicable documents, plans, regulations, specifications, etc.) in support of a specific task. Such GFI will be specified in individual Task Orders.

H.14 Software made Available for Contractor's Use

(a) The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this contract.

(b) The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.

(c) The Contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.

(d) The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. The Government shall make such software licenses available to the Contractor for inspection upon the Contractor's reasonable request to a Task Order CO. If, at any time during the performance of any Task Order under this IDIQ, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of DHS's licensing agreement, the Contractor shall promptly notify the Task Order CO, in writing, of the pertinent facts and circumstances. Pending direction from the Task Order CO, the Contractor shall continue to perform to the full extent possible without utilizing the software in question.

H.15 Contractor Acquired Property

In the event the Contractor is required to purchase property in the performance of this IDIQ or an associated Task Order, compliance with the procedures of FAR Part 45, Government Property, is required.

H.16 Equipment Refresh

The Contractor shall provide not separately priced equipment refreshes of all Contractor Furnished Equipment when the equipment is no longer capable of meeting service level agreements regarding performance, reliability, or security. Performance and reliability are constrained by the equipment's original specifications and security is in compliance with DHS 4300a - Sensitive Systems Handbook.

Software refreshes on Contractor Furnished Equipment will be provided when the software has reached its OEM published end-of-life phase where patching or security updates can no longer be received as part of a software maintenance agreement. In cases where recommended OEM upgrades and the timing of upgrades are not consistent with stable DHS operations or time left in the Period of Performance, Contractor and Task Order COR shall agree upon a refresh schedule to be implemented.

H.17 Renewable Power Sources

The Contractor is encouraged to seek energy efficiencies through the use of energy- and water-efficient products and services and through use of renewable power energy technologies.

H.18 Information Technology Accessibility for Persons with Disabilities

(a) All services and Electronic Information Technology (EIT) delivered as a result of orders placed under this contract shall comply with accessibility standards in accordance with Federal Information Technology Accessibility as required by Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. Information about the Section 508 Electronic and Information Technology Accessibility Standards may be obtained via the Web at the following URL: www.Section508.gov.

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

(c) All EIT deliverables within the IDIQ and Task Order work statements shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Additional specific EIT accessibility standards will be identified in each Task Order.

(d) EIT accessibility standards that apply to the IDIQ as a whole are:

(1) 36 CFR 1194.21 -Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

(2) 36 CFR 1194.22 - Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous Javascript and XML (AJAX) then "1194.21 Software" standards also apply to fulfill functional performance criteria.

(3) 36 CFR 1 194.41 - Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required "1194.31 Functional Performance Criteria", they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work

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

(e) Exceptions for the work under this IDIQ have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the IDIQ COR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply:

- (1) 36 CFR I194.2 (b) - (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards.

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

- (2) 36 CFR 1 194.3(b) - Incidental to Contract, all EIT that is exclusively owned and used by the Offeror to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those Offerors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

(f) Additional Section 508 requirements may apply at the Task Order level.

(g) All tasks for testing of functional and/or technical requirements must include specific testing for Section 508 compliance, and must use DHS Office of Accessible Systems and Technology approved testing methods and tools. For information about approved testing methods and tools send an email to accessibility@hq.dhs.gov. In developing a service desk infrastructure, the solution assumes the Contractor shall interface with the existing DHS Level 1 help desk and interact directly with that help desk. Therefore, the Contractor's service desk, at least initially, shall not need to provide support services for Section 508 of the Rehabilitation Act (29 U.S.C.). That is, the Contractor's service desk shall not be used by people who are blind or visually impaired, deaf or hard of hearing, have limited reach or strength, or are otherwise handicapped. The Contractor's service desk solution shall accommodate the ability to provide Section 508 compatible services at the service desk to include technology as well as specially trained staff to address special support needs. The Contractor shall work with the COR to define in advance

which specific requirements are applicable and Contractor shall tailor work activities, solution, and services to adhere to these standards.

H.19 Architectural Compliance

(b)(4)

(b) All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the Contractor shall comply with the following Homeland Security Enterprise Architecture (HLS EA) requirements:

- (1) All developed solutions and requirements shall be compliant with the HLS EA.
- (2) All IT hardware or software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- (3) Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Data Management Office (EDMO) for review, approval and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.
- (4) Development of data assets, information exchanges and data standards will comply with the DHS Data Management Policy MD 103-01 and all data-related artifacts will be developed and validated according to DHS data management architectural guidelines.
- (5) Applicability of Internet Protocol Version 6 (IPv6) to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005) regardless of whether the acquisition is for modification, upgrade, or replacement. All EA-related component acquisitions shall be IPv6 compliant as defined in the U.S. Government Version 6 (USGv6) Profile (National Institute of Standards and Technology (NIST) Special Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program.

H.20 Subcontracting

(a) The Contractor shall obtain consent to subcontract in accordance with FAR 52.244-2, Subcontracts.

- (1) The Contractor shall notify the appropriate Task Order CO within fifteen (15) calendar days in advance of placing any subcontract or modification for which consent is required under FAR 52.244-2, including the information required by paragraphs (e)(1)(i) through (e)(1)(vii) of the clause.
- (2) The Task Order CO is responsible for reviewing the Contractor's notification and supporting data to ensure that the proposed subcontract is appropriate for the risk involved, and consistent with current policy and sound business judgment prior to consent to subcontract.
- (3) If the Contractor enters into any subcontract that requires consent under the clause at FAR 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to

the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(b) The Contractor may add or remove Subcontractors without the express written consent of the Government provided the conditions of paragraph (a) and (b), above, are met.

(c) The Government’s small business goals through subcontracting efforts under this contract are as follows:

Type of Business	Goal % of Total Planned Subcontracting Dollars
Small Business	41%
Small Disadvantaged Businesses (SDB)	5%
Women Owned Small Businesses (WOSB)	5%
Service Disabled Veteran Owned Small Businesses (SDVOSB)	3%
Veteran Owned Small Businesses (including in SDVOSB)	6%
HUBZone	3%

(d) The Contractor shall submit an IDIQ level subcontracting plan in accordance with FAR 52.219-9, for Government approval and incorporation into the IDIQ (Attachment J-6).

(e) The Government reserves the right to require a subcontracting plan, as prescribed in FAR 52.219-9, Small Business Subcontracting Plan, at the Task Order level.

(f) When a Task Order solicitation requires submission of a subcontracting participation plan, the Contractor shall submit detailed subcontracting information as instructed in the Task Order solicitation, and is responsible for compliance with the subcontracting plan that is negotiated and approved by the Task Order CO throughout the Task Order period.

(g) At the discretion of the Task Order CO, if the Task Order CO finds that the contractor failed to make a good faith effort to comply with its subcontracting plan upon completion of the Task Order performance, the Task Order CO may issue a final decision to the contractor to that effect, and require the payment of liquidated damages in an amount stated, or appropriate contractual remedies to be processed in accordance with FAR 19.705-7, Liquidated Damages.

H.21 Performance-Based Services Contracting (PBSC)

(a) Through the direction of the Office of Management and Budget (OMB), Office of Federal Procurement Policy (OFPP), performance-based contracting techniques will be applied to Task Orders issued under this contract to the “maximum extent practicable”. For information about PBSC, refer to OFPP’s Best Practices Handbook located at www.whitehouse.gov/omb.

(b) PBSC task orders must include at a minimum:

- (1) Performance requirements that define the work in measurable, mission-related terms;
- (2) Performance standards (i.e., quality, quantity, timeliness) tied to the performance requirements;
- (3) A Government Quality Assurance Surveillance Plan (QASP) or other suitable plan that describes how the Contractor's performance will be measured against the performance standards or service level agreements (SLAs) and compliance to federal and other Government regulations.
- (4) If the acquisition is either critical to agency mission accomplishment or requires relatively large expenditures of funds, positive and negative incentives tied to the performance standards/SLAs.

H.22 Contractor Performance Evaluation

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

(b) In accordance with FAR 42.1502, Federal agencies are required to prepare evaluations of the Contractor performance for all contract actions, including Delivery or Task Orders in excess of the simplified acquisition threshold (\$150,000) at the time the work is completed. Interim evaluations will be performed for Task Orders in which a period of performance including options exceeds one (1) year. The IDIQ level evaluation will be performed at the end of the base period and the end of each exercised option period. Upon completion of Task Order performance, the Task Order COR will complete an evaluation using either the Contractor Performance Assessment Reporting System (CPARS) or Past Performance Information Retrieval System (PPIRS). CPARS is a web-enabled tool for CORs to evaluate the Contractor's performance; and for Contracting Officers and Contractors to review, comment on, and approve evaluations. The tool can be accessed at <http://www.cpars.gov>. PPIRS, <http://www.ppirs.gov>, is a past performance collection tool that feeds the Government's central repository for the collection and utilization of past performance information. The Contractor will be allowed thirty (30) calendar days to submit comments, rebutting statements, or additional information. Comments, if any, shall be retained as part of the evaluation record. The completed evaluation shall not be released to other than Government personnel. Past performance information may be used during source selection and will not be retained for longer than three (3) years after completion of a contract or Task Order.

(c) Performance will be reported to CPARs and PPIRs on at least an annual basis. However, performance will be evaluated on a semi-annual basis. At the end of each six-month period, the contractor has one week to provide a self-assessment. The written assessment of the contractor's performance throughout the evaluation period may also contain any information that could reasonably be expected to assist in evaluating its performance. The Government will use monthly

monitoring information to determine whether or not the Contractor has attained the performance expectations as identified in the Government's Quality Surveillance Plan.

H.23 Option Exercise

The exercise of any option is contingent upon a unilateral decision by the IDIQ Contracting Officer, in accordance with FAR 17.207(c), that there is a continuing need for the work described in Section C of this IDIQ. In addition, semi-annual performance evaluations will be taken into consideration.

H.24 Non-Personal Services

(a) In accordance with FAR Subpart 7.5, Inherently Governmental Functions, no personal services shall be performed under this IDIQ or any associated Task Order. No Contractor employee will be directly supervised by a Government employee. All individual Contractor employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify both the IDIQ and Task Order Contracting Officers of this communication or action.

(b) The Contractor shall not perform any inherently governmental actions as defined by FAR Subpart 7.5. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the IDIQ contract or Task Order and that if the other contractor believes this communication to be a direction to change their contract or Task Order, they should notify their Contracting Officer and not carry out the direction until a clarification has been issued by their Contracting Officer.

H.25 Qualifications of Employees

All Contractor personnel performing under this contract shall meet or exceed the qualifications required for the labor category they are being charged as. Task Order COs may issue exemptions to this requirement on a case by case basis only after documenting in writing that doing so is in the best interests of the Government.

H.26 Personnel Access

Personnel Security Services shall be provided in accordance with Attachment J-3. DHS HQ will be responsible for processing all Contractor Entrance On Duty (EOD) submissions under the IDIQ and Task Orders.

H.27 Non-Disclosure Agreements

Non-Disclosure Agreements (DHS Form 11000-6) are required to be signed by all Contractor personnel when their role requires them to come into contact with Government procurement sensitive information, other sensitive information, or proprietary business information from other contractors (e.g., cost data, plans, and strategies). The recipient certifies in writing that they will take the necessary steps to prevent the unauthorized disclosure and use of information. The Contractor shall maintain the file of the signed Non-Disclosure Agreements which will be made available to the Government upon request.

H.28 Standard of Conduct at Government Installations

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity; and shall be responsible for taking such disciplinary action with respect to its employees, as necessary.

H.29 Contractor Employees' Identification

During the period of this IDIQ, the rights of ingress and egress to and from any office for Contractor's personnel shall be made available, as deemed necessary by the Government. All Contractor employees, whose duties under this contract require their presence at any Government facility, shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. Obtaining the corporate identification badge is the sole responsibility of the Contractor. All prescribed information shall immediately be delivered to the appropriate Government Security Office for cancellation or disposition upon the termination of employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations applicable to that site.

H.30 Security Standards

(a) Attachment J-5 DD Form 254 "Contract Security Classification System" is hereby incorporated into this IDIQ. Additional DD Form 254s may be incorporated at the Task Order level.

(b) The existence of the DHS DC1 data center activities within the facility is deemed "For Official Use Only" (FOUO). Procedures of DHS Management Directive (MD) 11042.1 are to be followed for FOUO pursuant to Attachment J-5 – DD Form, 254 "Contract Security Classification System" reference item 10j. The IDIQ and any modification are designated FOUO.

H.31 Access to Unclassified Facilities, Information Technology Resources, and Sensitive Information

The assurance of the security of unclassified facilities, Information Technology (IT) resources, and sensitive information during the acquisition process and task order performance are essential

to the DHS mission. DHS Management Directive (MD) 11042.1 Safeguarding Sensitive But Unclassified (For Official Use Only) Information, describes how contractors must handle sensitive but unclassified information. DHS MD 4300.1 Information Technology Systems Security and the DHS Sensitive Systems Handbook prescribe policies and procedures on security for IT resources. Contractor shall comply with these policies and procedures, any replacement publications, or any other current or future DHS policies and procedures covering contractors that require access to facilities, IT resources or sensitive information. Contractor shall not use or redistribute any DHS information processed, stored, or transmitted by the Contractor except as specified in the IDIQ or a Task Order.

H.32 Disclosure of “Official Use Only” Information Safeguards

Any Government information made available, or to which access is provided, and which is marked “Official Use Only,” shall be used only for the purpose of carrying out the provisions of this IDIQ or an associated Task Order and shall not be divulged or made known in any manner to any person, except as may be necessary in the performance of the IDIQ or an associated Task Order. Disclosure to anyone other than an officer or employees of the Contractor or Subcontractor at any tier shall require prior written approval of the appropriate CO. Requests to make such disclosure should be addressed to the appropriate CO.

H.33 Disclosure of Information – Official Use Only

Each officer or employee of the Contractor or Subcontractor at any tier to whom “Official Use Only” information may be made available or disclosed, shall be notified in writing by the Contractor that “Official Use Only” information disclosed to that individual can be used only for a purpose, and to the extent authorized herein, and that further disclosure of any such “Official Use Only” information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to 10 years, or both.

H.34 DHS Requirements and Duties for Handling Sensitive Security Information (SSI)

(a) Requirements for Safeguarding and Control of SSI—For purposes of this IDIQ, all information that the DHS provides or causes to be provided to the Contractor as SSI in connection with its duties under this IDIQ shall be covered by DHS policies and procedures for safeguarding and control of SSI until DHS specifically authorizes the Contractor in writing to treat any such information as public. This requirement shall be applicable to all subcontracting on the IDIQ and associated Task Orders.

(b) Definition of Confidential Information—In addition to the SSI defined by DHS, SSI on this IDIQ shall also include: (1) any specifications, know-how, strategies or technical data, processes, business documents or information, marketing research and other data, customer or client lists, or

sources of information which are owned, used or possessed exclusively by or for the benefit of the DHS and based on SSI; (2) SSI-derived work product(s); (3) all SSI obtained by the Contractor from a third party in connection with performance under this IDIQ or associated Task Order.

(c) Duty to Maintain SSI—Except as required by any law, court order, subpoena, or by the DHS, or as required to perform Contractor’s duties under this contract, neither Contractor nor its related entities shall disclose SSI to anyone without a valid need to know, nor shall they use or allow the use of SSI to further any private interest other than those within the scope of this IDIQ. The Contractor shall immediately notify the IDIQ and Task Order Contracting Officers in writing of any subpoena or court order requiring disclosure of SSI.

H.35 Sensitive Unclassified Information

(a) Sensitive information shall be restricted to specific contractors who:

- (1) Have a need to know to perform Task Order tasks;
- (2) Meet personnel suitability security requirements to access sensitive information; and
- (3) Successfully complete a non-disclosure agreement (NDA - DHS Form 11000-6).

(b) The Contractor shall develop and implement procedures to ensure that sensitive information is handled in accordance with DHS requirements and at a minimum, will address:

- (1) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (2) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (3) Procedures for protecting against co-mingling of information with general Contractor data system/files;
- (4) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (5) Procedures for the reproduction of subject material;
- (6) Procedures for reporting unauthorized access; and
- (7) Procedures for the destruction and/or sanitization of such material.

(c) Transmission of DHS secure but unclassified information is governed by DHS security requirements, including DHS 4300B. (b)(4)

(b)(4) Secondary transmission to Contractor network shall be coordinated in advance between DHS and the Contractor for appropriate data safeguards.

H.36 DHS Data Protected by the Privacy Act

Data collected under this IDIQ or an associated Task Order that pertains to individuals will belong solely to the Government and the Contractor shall have no property rights to this data whatsoever. In addition, information pertaining to individuals gathered under any resulting contract shall only be disclosed in accordance with the terms of the Privacy Act, 5 U.S.C.552a.

H.37 Interconnection Security Agreements

Interconnections between DHS and non-DHS IT systems shall be established only through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements; memoranda of understanding, service level agreements, or interconnect service agreements.

H.38 Interrelationship of Associate Contractors

(a) The Government has entered into other contractual relationships in order to provide technical support services in the conduct of studies, analyses and engineering activities separate from the work to be performed under this contract, yet having links and interfaces to them. Further, the Government may extend these existing relationships or enter into new relationships. The Contractor may be required to coordinate with such other Contractor(s) through the IDIQ and Task Order CORs in providing suitable, non-conflicting technical interfaces and avoidance of duplication of effort. Through suitable taskings, these other Contractor(s) may be requested to assist the Government in the technical review of the Contractor's technical efforts. Information on reports provided under Section C may, at the discretion of the Government, be provided to such other Contractor(s) for the purpose of such review.

(b) A Non-Disclosure Agreement (NDA), DHS Form 11000-6, shall be signed by all Contractor employees assigned to perform services under a Task Order prior to any work commencing on the Task Order. The Task Order CO shall retain a copy of DHS Form 11000-6.

(c) Where the Contractor and an associate contractor fail to agree upon action to be taken in connection with their respective responsibilities, the Contractor shall notify the IDIQ and Task Order CORs in writing of unresolved disputes in receiving support from or providing support to customers or other third party contractors within two business days from the time the dispute occurs, unless otherwise specified in Section C. The Contractor shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of failure of the Contractor and its associate to promptly refer matters to the CORs or because of failure to implement CO or COR directions.

(d) Compliance with this Special Contract Requirement is included in the CLIN prices and shall not be a basis for equitable adjustment.

H.39 Post Award Conference

(a) The Contractor shall participate in a post award conference that will be held within thirty (30) business days after IDIQ award. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all IDIQ requirements and identify and resolve potential problems (See FAR Subpart 42.5, Postaward Orientation).

(b) The IDIQ CO is responsible for establishing the time and place of the conference and will notify the appropriate Government representatives and the Contractors. The IDIQ CO will designate or act as the chairperson at the conference.

(c) The conference may be conducted at a location within the Washington, DC, commuting area at the Government's discretion.

(d) The Contractor further agrees to attend post award conferences on Task Orders as required. The Task Order post award conferences will establish work level points of contact for the Task Order, determine the Task Order administration strategy, roles and responsibilities and ensure prompt payment and Task Order closeout.

H.40 Meetings/Conferences

Pre-award meetings or conferences may be necessary to resolve problems and to facilitate understanding of the technical requirements of the IDIQ or Task Orders. All costs associated with the attendance at pre-award meetings/conferences shall be incidental to the IDIQ and Task Orders and not separately billed.

H.41 Advertisements, Publicizing Awards, and News Releases

(a) Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this IDIQ in any publicity/news release or commercial advertising without first obtaining explicit written consent to do so from the IDIQ COR and the IDIQ Contracting Officer.

(b) The Contractor shall not post signage outside of the DHS Data Center 1 Facility without the express written approval from the IDIQ COR and the IDIQ Contracting Officer.

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

H.42 Earned Value Management

(a) In accordance with OMB Circular A-11 and the Federal Acquisition Regulation, the Government will use Earned Value Management (EVM) to monitor Task Orders under this IDIQ as required at the Task Order level. "Applicable" applies to tasks in development and to those that by their nature are complex or strategic, or impose sufficient risk to the effort and/or are mandated; therefore, require the insight afforded by EVM. The Contractor shall use an Earned Value Management System (EVMS) that meets the criteria as defined in the current American National Standards Institute/Electronic Industries Alliance (ANSI/EIA) Standard 748-A, Earned Value Management Systems, originally approved May 19, 1998, first amended in 2002 ("the ANSI/EIA Standard"), and most recently on July 9, 2007, and published as Government Electronic and Information Technology Association's EIA-748-B. The Contractor shall also provide proof of the EVMS' compliance with the EIA-748 Standard, as described below.

- (1) Task Orders greater than or equal to \$20M that have assets in development or of sufficient risk will require the use of an EIA-748-compliant EVMS to measure the cost, schedule, and performance of those assets against the established baseline.
- (2) Application of EVMS and associated EIA-748 compliant systems for Task Orders with a contract value of less than \$20M will be as directed by the Task Order CO. The decision will be based on the risk and criticality of the Task Order to accomplish the goals for the overall investment program and the results of a cost benefit analysis (CBA).

(b) Verification of the Earned Value Management System

- (1) Alternative 1: If the Task Order is subject to EVMS and is >\$50M, the Contractor must have a Government-verified EVMS. If the Contractor does not have a verifiable EVMS by Task Order award, the Contractor shall develop an acceptable implementation plan providing the strategy for reaching verification of an EVMS and the milestones to accomplish it. The Task Order COR must accept this plan prior to Task Order award.
- (2) Alternative 2: If the Task Order is subject to EVMS and is greater than or equal to \$20M but less than \$50M, the Contractor must self-verify that the EVMS meets the EIA-748 standard.
- (3) Alternative 3: If the Task Order is subject to EVMS and is less than \$20M, the Contractor, at the discretion of the Contracting Officer and the Program Manager, may be required to self-verify that the EVMS meets the EIA-748 standard.

(c) The Government reserves the right to obtain independent verification of a Contractor's Earned Value Management System (EVMS), regardless of the type of verification previously completed.

(d) The Contractor shall plan for, and participate in integrated baseline reviews (IBRs). Such reviews shall be scheduled as early as practicable. Typically, the IBR will be conducted ninety (90) calendar days after Task Order award, but not later than 180 days after Task Order award as applicable. IBRs are expected to be held at key points during project development, such as at the completion of requirements development, at the end of the design phase, following development and testing prior to implementation and after incorporation of major task order modifications and the exercise of significant Task Order options. The objective of the integrated baseline review is for the Government and the Contractor jointly to assess areas such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resources, and identification of inherent risks.

(e) For all Task Orders requiring EVM, the Government requires the information in four (4) monthly Earned Value Reports: (a) Contract Performance Report (CPR) Formats 1, 3, and 5, as follows and IT Dashboard XML format and updates will be in accordance with <http://it.usaspending.gov>; and, (b) Contract Funds Status Report (CFSR), (attachments to be provided at the task order level). The Contractor shall use the information in these reports to analyze the effectiveness of the EVMS and both the contract performance and the program progress. The Contractor shall take appropriate action based on those findings.

(f) If the contractor EVMS data collection tool can output the raw data in ANSI Accredited Standards Committee (ASC) X.12 format, then the Contractor may submit the EVM raw data to

the CO and PM in that format. However, the Government reserves the right to require Contractors, with or without an automated EVMS, to transmit all required data in the appropriate formats by email using Microsoft-compatible software.

- (1) CPR Format 1 – WBS-oriented cost report. Costs are organized by WBS element at a level pre-determined by the Government.
- (2) CPR Format 3 – Baseline Report. This format provides information on the Task Order baseline; it tracks changes to it throughout the program’s duration.
- (3) CPR Format 5 – Problem Analysis Report/Variance Narrative. This format provides explanations for cost and schedule variances that have exceeded threshold. It provides an explanation as to why the variance occurred and descriptions on how the program plans to resolve the cause of the variance.
- (4) CFSR – Task Order Funds Status Report. The CFSR supplies funding data about task orders to PMs for:
 - (i) Updating and forecasting contract funds requirements;
 - (ii) Planning and decision-making on funding changes in Task Orders;
 - (iii) Developing funds requirements and budget estimates in support of approved investments;
 - (iv) Determining funds in excess of contract needs and available for de-obligation;
 - (v) Obtaining rough estimates of termination costs; and determining if sufficient funds are available by fiscal year to execute the Task Orders.

(g) If a Task Order requires the use of Earned Value Management, the Task Order Contracting Officer shall insert the FAR Clause 52.234-4, “Earned Value Management System.”

H.43 Telecommuting

Telecommuting may be authorized at the Task Order level in accordance with Component policies and procedures. Telecommuting is subject to Task Order Contracting Officer and Task Order COR approval.

(b)(4)

(b)(4)

(b)(4)

H.45 Travel Costs

(a) Contractor personnel may be required to travel to support the requirements of this contract and as stated in individual Task Orders. Travel may be required both in the Contiguous United States (CONUS) and Outside the Contiguous United States (OCONUS). For those Task Orders requiring travel, the Contractor shall include estimated travel requirements in the proposal. The Contractor shall then coordinate specific travel arrangements with the individual Task Order COR to obtain advance, written approval for the travel about to be conducted. The Contractor's request for travel shall be in writing and contain the purpose, dates, locations and estimated costs of the travel. Email requests and approvals are sufficient.

(b) Travel shall be considered an Other Direct Cost. If any travel arrangements cause additional costs to the Task Order that exceed those previously negotiated, written approval by Task Order modification issued by the Task Order CO is required, prior to undertaking such travel.

(c) The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes, and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

(d) Local travel reimbursement within a 50-mile radius from the Contractor's facility or the Contractor's assigned duty station is not authorized. This includes travel, subsistence, and associated labor charges for travel time. Travel performed for personal convenience or daily travel to and from work at the Contractor's facility or local Government facility (i.e., designated work site) shall not be reimbursed hereunder. The Contractor shall not be reimbursed for moving or relocation expenses for the Contractor or Contractor employees, and/or subcontractors.

H.46 Government Supply Sources

The Task Order CO may issue in writing authorization for the Contractor to purchase from Government supply sources in accordance with FAR 52.251-1.

H.47 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)

H.48 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)

H.49 Tier Designation Adjustment

(a) Tiered pricing is available for six and twelve month Task Orders on selected CLINS. The unit pricing for the tier-based volume CLINs in Task Orders is in accordance with pricing bands negotiated and established at the IDIQ contract level. Beginning in April 2016, the Contractor and IDIQ Contracting Officer's Representative (COR) will meet 90 days prior to the beginning of each IDIQ Option Period to agree on the aggregate enterprise volumes and associated applicable tiers for each tier-based CLIN for the upcoming Option Period. The basis for this discussion will be the current ordered amounts and forecasted changes. The applicable pricing tier for services on individual Task Orders shall be based upon the aggregate enterprise volumes agreed upon between the Contractor and the IDIQ Contracting Officer's Representative (COR) at the time of Task Order award. Additional volumes ordered during the year do not re-set the agreed upon applicable tier. The applicable tier at the time of Task Order award for tier-based CLIN(s) should be used to price all periods of performance, with the understanding that the prices for tier-based CLINs in the Task Order's option periods are subject to the adjustments described in Paragraph (b) of this Section. Information on the current aggregate enterprise

volume and the corresponding tier-based volume CLINs is available by contacting the IDIQ COR.

(b) The IDIQ contract allows for adjustments in the applicable billable pricing tier at the Task Order level based upon DHS enterprise consumption levels. The Contractor shall notify the Task Order Contracting Officer 45 calendar days (or sooner) prior to the end of the Task Order performance period when an upward or downward adjustment in pricing tiers is appropriate based upon the official enterprise volume in effect at the time of Contractor notification. The adjusted tier shall become effective on the first day of the next performance period in the Task Order (i.e. the option period). However, the Contractor is obligated to notify the Task Order Contracting Officer if a downward tier price adjustment becomes applicable to a new performance period based upon the official enterprise volume at any point prior to the first day of a new performance period, and such lower price shall be applicable on and remain in effect for the remainder of the Task Order’s new performance period.

(c) If the Contractor fails to notify the Task Order Contracting Officer of an upward tier price adjustment 45 days prior to the end of the current Task Order performance period, then the tier-based volume CLIN identified in the Task Order’s schedule for the next performance period shall not increase and shall remain in effect for that period of performance.

(d) No modification may be issued for a tier adjustment under paragraph (c) until the Task Order Contracting Officer verifies the change in agreed-upon DHS/IDIQ enterprise volume with the IDIQ COR.

(e) The aforementioned process authorizes tier adjustments prior to the exercise of Task Order option periods and does not authorize tier adjustments within a Task Order performance period.

(End Section H)

SECTION I – CONTRACT CLAUSES

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

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. *Any clauses listed in italics do not apply at the contract level but may apply at the Task Order level and shall be considered to be incorporated into such Task Orders. The Task Order CO will inform the Contractor during the solicitation process if such clauses are applicable to a Task Order.* Upon request, the CO will make their full text available. Also, the full text can be accessed electronically at the following internet address: <http://www.acquisition.gov/far>.

FAR Clause	Title	Date
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984

52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEPT 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	JAN 2014
52.207-5	Option to Purchase Equipment	FEB 1995
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	DEC 2014
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records—Negotiation	OCT 2010
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications	OCT 2010

52.215-14 ALT I	Integrity of Unit Prices	OCT 2010 (ALT I – OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 ALT III and ALT IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications	OCT 2010 (ALT III – OCT 1997) (ALT IV – OCT 2010)
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost and Payment	JUN 2013
52.217-7	Option for Increased Quantity—Separately Priced Line Item	MAR 1989
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9 ALT II	Small Business Subcontracting Plan	OCT 2014 (ALT II – OCT 2001)
52.219-16	Liquidated Damages—Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Re-representation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor—Cooperation with Authorities and Remedies	JAN 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	<i>Service Contract Labor Standards</i>	<i>MAY 2014</i>
52.222-43	<i>Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts)</i>	<i>MAY 2014</i>
52.222-44	<i>Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment</i>	<i>MAY 2014</i>
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-51	<i>Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements</i>	<i>MAY 2014</i>
52.222-54	Employment Eligibility Verification	AUG 2013

52.222-55	<i>Minimum Wages Under Executive Order 13658</i>	DEC 2014
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEPT 2013
52.223-5 ALT I and ALT II	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-13	Acquisition of EPEAT®-Registered Imaging Equipment	JUN 2014
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products	JUN 2014
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 2008
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-5	Trade Agreements	NOV 2013
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14 ALT IV	Rights in Data—General	MAY 2014 (ALT IV – DEC 2007)
52.227-17	Rights in Data—Special Works	DEC 2007
52.227-19	Commercial Computer Software License	DEC 2007
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment—Major Systems	MAY 2014
52.227-22	Major System—Minimum Rights	JUN 1987
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.229-1	State and Local Taxes	APR 1984
52.230-2	Cost Accounting Standards	MAY 2014
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	AUG 2012
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014

52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 ALT I	Disputes	MAY 2014 (ALT I – DEC 1991)
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-13	Bankruptcy	JUL 1995
52.243-1 ALT II	Changes—Fixed Price	AUG 1987 (ALT II – APR 1984)
52.243-3	Changes—Time-and-Materials or Labor-Hours	SEPT 2000
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	OCT 2014
52.245-1 ALT 1	Government Property	APR 2012
52.245-9	Use and Charges	APR 2012
52.246-25	Limitation of Liability—Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-6 ALT IV	Termination (Cost-Reimbursement)	MAY 2004 (ALT IV – SEPT 1996)
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991

I.2 Display of Hotline Poster(s) (FAR 52.203-14) (DEC 2007)

(a) Definition.

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

http://www.ucop.edu/uc-whistleblower/_files/dhsoig_poster.pdf

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of Clause)

I.3 Ordering (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of Task Orders by the individuals or activities designated in the Schedule. Such orders may be issued from January 1, 2016 through June 26, 2020.

(b) All Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order and this contract, the contract shall control.

(c) If mailed, a Task Order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.4 Order Limitations (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than (b)(4) the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of (b)(4)
- (2) Any order for a combination of items in excess of (b)(4) or
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.5 Indefinite Quantity (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after twelve months after the end of the final exercised ordering period of the contract.

(End of clause)

I.6 Option to Extend Services (FAR 52.217-8) (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 of contract expiration.

(End of clause)

I.7 Option to Extend the Term of the Contract (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of an ordering period; 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 four years and six months (54 months).

(End of clause)

I.8 Statement of Equivalent Rates for Federal Hires (FAR 52.222-42) (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

To be filled in by the Task Order Contracting Officer if the Service Contract Labor Standards statute applies to a Task Order:

Employee Class	Monetary Wage—Fringe Benefits

(End of clause)

I.9 Ozone-Depleting Substances (FAR 52.223-11) (MAY 2001)

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

I.10 Subcontracts (FAR 52.244-2) (OCT 2010)

(For the purposes of this clause, the term "Contracting Officer" refers to a Task Order Contracting Officer.)

(a) Definitions. As used in this clause—

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—
 - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(To be filled in by the Task Order CO in accordance with the information found in Section H.20 of this contract)

- (e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
 - (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each

incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(To be filled in by the Task Order CO in accordance with the information found in Section H.20 of this contract)

(End of clause)

I.11 Government Property Installation Operation Services (FAR 52.245-2) (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The

Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

(To be filled out by Task Order Contracting Officers)

(End of clause)

I.12 Homeland Security Acquisition Regulation (HSAR) Clauses Incorporated by Reference

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text can be accessed electronically at the following internet address:
http://www.dhs.gov/sites/default/files/publications/CPO_HSAR.pdf.

HSAR Clause	Title	Date
3052.203-70	Instructions for Contractor Disclosure of Violations	SEPT 2013
3052.205-70 ALT 1	Advertisements, Publicizing Awards, and Releases	SEPT 2012
3052.219-70	Small Business Subcontracting Plan Reporting	JUN 2006
3052.219-71	DHS Mentor-Protégé Program	JUN 2006
3052.228-70	Insurance	DEC 2003
3052.242-72	Contracting Officer’s Technical Representative	DEC 2003

I.13 Contractor Employee Access (HSAR 3052.204-71 ALT I) (SEPT 2012)

(a) Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (2) The waiver must be in the best interest of the Government.

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

(End of clause)

I.14 Prohibition on Contracts With Corporate Expatriates (HSAR 3052.209-70) (JUN 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

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

- (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

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

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

(e) Treatment of Certain Rights.

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

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

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

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

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

(End of clause)

I.15 Limitation of Future Contracting (HSAR 3052.209-73) (JUL 2004) (Deviation)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors' is invited to FAR Sub Part 9.5 Organizational Conflicts of Interest.

(b) The nature of this conflict is the contractor may gain access to non-public Government information that would provide an unfair competitive advantage under a future acquisition.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in the solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statement of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

(End Section I)

(b)(4)

