

<b>SOLICITATION/CONTRACT</b> BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 5
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2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. SOLICITATION NUMBER HSHQDC-13-R-00003	5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	6. SOLICITATION ISSUE DATE 10/24/2012
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7. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW, #0115 Washington DC 20528-0115	CODE	DHS/OPO/NPPAD/CS&C
8. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE:                      % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		
NO COLLECT CALLS		

9. (AGENCY USE)

10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION)  
 SUPPLIES     SERVICES    Scientific, Engineering, and Technical Support

11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (90 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.	CODE	DHS/OPO/NPPAD/CS&C
12. ADMINISTERED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW, #0115 Washington DC 20528-0115		

13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____	14. PAYMENT WILL BE MADE BY CODE _____
TELEPHONE NO. DUNS NO. <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	
15. PROMPT PAYMENT DISCOUNT	
16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (                      ) <input type="checkbox"/> 41 U.S.C. 253 (                      )	

17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	The purpose of this Task Order is to acquire Scientific, Engineering and Technical Support (SETA) for the Next Generation Networks Priority Services (NGN PS) and priority telecommunications Services (PTS) Programs. This includes operational support for the Telecommunications Service Priority (TPS) Program. DO/DPAS Rating: NONE Continued ...				

23. ACCOUNTING AND APPROPRIATION DATA	24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)
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25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER <u>1</u> <input checked="" type="checkbox"/> ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR <input type="checkbox"/> CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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27. SIGNATURE OF OFFEROR/CONTRACTOR	28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
NAME AND TITLE OF SIGNER (TYPE OR PRINT)	DATE SIGNED	NAME OF CONTRACTING OFFICER SUSAN D. EICHER	DATE SIGNED

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSHQDC-13-R-00003

PAGE

OF

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NAME OF OFFEROR OR CONTRACTOR

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
0001	FOB: Destination  BASE - CLIN 0001 - Task/Contract Management (SOW Paras. 6.1 - 6.1.2.3) Task 1 FFP Monthly Price: Total Price: 12 Months Product/Service Code: R425 Product/Service Description: SUPPORT- PROFESSIONAL: ENGINEERING/TECHNICAL	12	MO		
0002	BASE - CLIN 0002 SETA Non-Personal Support Services (SOW Paras. 6.2 - 6.5.3.2) Tasks 2 through 5 CPFF (Term) ESTIMATED COST: FIXED-FEE: CPFF CEILING: 1 Lot Product/Service Code: R425 Product/Service Description: SUPPORT- PROFESSIONAL: ENGINEERING/TECHNICAL				
0003	BASE - CLIN 0003 Travel (Section G - G.4) Cost-Reimbursement Not-To-Exceed: \$180,000 1 Lot Product/Service Code: R425 Product/Service Description: SUPPORT- PROFESSIONAL: ENGINEERING/TECHNICAL				
0004	BASE - CLIN 0004 Other Direct Costs (Section G - G.3) Cost Reimbursement Not-To-Exceed: \$ 171,311 1 Lot Product/Service Code: R425 Product/Service Description: SUPPORT- PROFESSIONAL: ENGINEERING/TECHNICAL	1	LO		
0005	BASE - CLIN 0005 (OPTIONAL) Transition (SOW Paras. 6.6 - 6.6.2) Task 6 FFP Price: 1 Lot Product/Service Code: R425 Continued ...	1	LO		

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSHQDC-13-R-00003

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NAME OF OFFEROR OR CONTRACTOR

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	1 Lot Product/Service Code: R425 Product/Service Description: SUPPORT- PROFESSIONAL: ENGINEERING/TECHNICAL NOTE: THIS RFP IS ISSUED SUBJECT TO THE AVAILABILITY OF FUNDS IN ACCORDANCE WITH FAR 52.232-18 "AVAILABILITY OF FUNDS".				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 000001	3. EFFECTIVE DATE 11/01/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW, #0115 Washington DC 20528-0115	CODE DHS/OPO/NPPAD/CS&	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW, #0115 Washington DC 20528-0115	CODE DHS/OPO/NPPAD/CS&C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO. HSHQDC-13-R-00003
	x	9B. DATED (SEE ITEM 11) 10/24/2012
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of Amendment 000001 is to extend the date and time for submission of proposals to 3 November 2012, 11:30PM, Eastern Daylight Time and to incorporate revisions into RFP HSHQDC-13-R-00003. All revisions are highlighted in red font. A list of the revisions is included in this Amendment. The RFP is provided in its entirety for administrative ease. DO/DPAS Rating: NONE

NOTE: THIS RFP IS ISSUED SUBJECT TO THE AVAILABILITY OF FUNDS IN ACCORDANCE WITH FAR 52.232-18 "AVAILABILITY OF FUNDS".

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SUSAN D. EICHER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

**ORDER FOR SUPPLIES OR SERVICES**

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1 49

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 01/28/2013		2. CONTRACT NO. (If any) HSHQDC-09-D-00062		6. SHIP TO:	
3. ORDER NO. HSHQDC-13-J-00026		4. REQUISITION/REFERENCE NO. RNCC-13-50001		a. NAME OF CONSIGNEE	
5. ISSUING OFFICE (Address correspondence to) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528				b. STREET ADDRESS	
7. TO:		f. SHIP VIA		c. CITY	
a. NAME OF CONTRACTOR SCIENCE APPLICATIONS INTERNATIONAL CORPORATION		g. TYPE OF ORDER		d. STATE	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE REFERENCE YOUR		<input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
c. STREET ADDRESS CYBER AND INFORMATION SOLUTION COMP 6841 BENJAMIN FRANKLIN DRIVE COLUM EIA MD 21046 CO 1710 SAIC DRIVE MS 2-2-6		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet if any, including delivery as indicated.		e. ZIP CODE	
d. CITY MCLEAN		a. STATE VA		t. ZIP CODE 22102	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 878211283+0000 This Task Order is issued under Science Applications International Corporation (SAIC) SETA II IDIQ Contract No. HSHQDC-09-D-00062 to procure Priority Services (PS) Scientific, Engineering, and Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME		- Business Office (Invoice Proc.)		(b)(4)		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box)		U.S. Dept. of Homeland Security Bldg. 410 245 Murray Drive, SW		(b)(4)		
c. CITY		Washington		d. STATE DC		
				e. ZIP CODE 20528		

22. UNITED STATES OF AMERICA BY (Signature)		(b)(6)		23. NAME (Typed) SUSAN D. EICHER TITLE: CONTRACTING/ORDERING OFFICER		1.25.2013
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

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IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER 01/28/2013	CONTRACT NO. HSHQDC-09-D-00062	ORDER NO. HSHQDC-13-J-00026
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Technical Assistance (SETA) support services for the Department of Homeland Security National Communications System. The work to be performed shall be accomplished in accordance with the Statement of Work in Section C. AAP Number: 60362 DO/DPAS Rating: NONE Admin Office: U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 Period of Performance: 01/28/2013 to 01/27/2015</p> <p>BASE - Task/Contract Management (SOW Paras. 6.1 - 6.1.2.3) Task 1 FFP Monthly Price (b)(4) Total Price: (b)(4) 12 Months Product/Service Code: R425 Product/Service Description: SUPPORT-PROFESSIONAL: ENGINEERING/TECHNICAL</p> <p>Delivery: 01/27/2014 Accounting Info: CS00000 802 MA 53-01-02-002 90-05-0003-00-00-00-00 GE-OE-25-86 CC3001 Funded (b)(4)</p>	12	MO			
0002	<p>BASE - SETA Non-Personal Support Services (SOW Paras. 6.2 - 6.5.3.2) Tasks 2 through 5 CPFF (Term) ESTIMATED COST (b)(4) FIXED-FEE (b)(4) CPFF CELL (b)(4) 1 Lot Product/Service Code: R425 Product/Service Description: SUPPORT-PROFESSIONAL: ENGINEERING/TECHNICAL</p> <p>Delivery: 01/27/2014 Continued ...</p>				(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO  
3

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 01/28/2013	CONTRACT NO. HSHQDC-09-D-00062	ORDER NO. HSHQDC-13-J-00026
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Accounting Info: CS00000 806 MA 53-01-01-002 90-05-0003-00-00-00-00 GE-OE-25-86 CC3001 Funded: (b)(4)					
	Accounting Info: CS00000 804 MA 53-01-03-002 90-05-0003-00-00-00-00 GE-OE-25-86 CC3001 Funded: (b)(4)					
	Accounting Info: CS00000 803 MA 53-02-01-002 90-05-0003-00-00-00-00 GE-OE-25-86 CC3001 Funded: (b)(4)					
0003	BASE - Travel (Section G - G.4) Cost-Reimbursement Not-To-Exceed: \$180,000 1 Lot Product/Service Code: R425 Product/Service Description: SUPPORT- PROFESSIONAL: ENGINEERING/TECHNICAL  Delivery: 01/27/2014 Accounting Info: CS00000 802 MA 53-01-02-002 90-05-0003-00-00-00-00 GE-OE-25-86 CC3001 Funded: \$180,000.00				180,000.00	
0004	BASE - Other Direct Costs (Section G - G.3) Cost Reimbursement Not-To-Exceed: (b)(4) 1 Lot Product/Service Code: R425 Product/Service Description: SUPPORT- PROFESSIONAL: ENGINEERING/TECHNICAL  Accounting Info: CS00000 802 MA 53-01-02-002 90-05-0003-00-00-00-00 GE-OE-25-86 CC3001 Funded: (b)(4)				(b)(4)	
0005	BASE - (OPTIONAL) Transition (SOW Paras. Continued ...					

TOTAL CARRIED FORWARD TO 16TH PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 01/28/2013	CONTRACT NO. HSHQDC-09-D-00062	ORDER NO. HSHQDC-13-J-00026
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ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1001	6.6 - 6.6.2) Task 6 FFP Price: (b)(4) 1 Lot (b)(4) Amount: (b)(4) (Option Line Item) Product/Service Code: R425 Product/Service Description: SUPPORT-PROFESSIONAL: ENGINEERING/TECHNICAL Delivery: 30 Days After Award OPTION 1 - Task/Contract Management (SOW Paras. 6.1 - 6.1.2.3) Task 1 FFP Monthly Price: (b)(4) Total Price: (b)(4) 12 Months Amount: (b)(4) (Option Line Item) Product/Service Code: R425 Product/Service Description: SUPPORT-PROFESSIONAL: ENGINEERING/TECHNICAL Delivery: 01/27/2015	12		(b)(4)	0.00	
1002	OPTION 1 - SETA Non-Personal Support Services (SOW Paras. 6.2 - 6.5.3.2) Tasks 2 through 5 CPFF (Term) ESTIMATED COST: (b)(4) FIXED-FEE: (b)(4) CPFF CEILING: (b)(4) 1 Lot Amount: (b)(4) (Option Line Item) Product/Service Code: R425 Product/Service Description: SUPPORT-PROFESSIONAL: ENGINEERING/TECHNICAL Delivery: 01/27/2015				0.00	
1003	OPTION 1 - Travel (Section G - G.4) Cost-Reimbursement Not-To-Exceed: (b)(4) 1 Lot Amount: (b)(4) (Option Line Item) Continued ...				0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(1))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO  
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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 01/28/2013	CONTRACT NO. HSHQDC-09-D-00062	ORDER NO. HSHQDC-13-J-00026
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1004	Product/Service Code: R425 Product/Service Description: SUPPORT- PROFESSIONAL: ENGINEERING/TECHNICAL  Delivery: 01/27/2015  OPTION 1 - Other Direct Costs (Section G - G.3) Cost Reimbursement Not-To-Exceed: (b)(4) 1 Lot Amount: (b)(4) Option Line Item) Product/Service Code: R425 Product/Service Description: SUPPORT- PROFESSIONAL: ENGINEERING/TECHNICAL  Delivery: 01/27/2015				0.00	
1005	OPTION 1 - (OPTIONAL) Transition (SOW Paras. 6.6 - 6.6.2) Task 6 FFP Price: (b)(4) 1 Lot Amount: (b)(4) Option Line Item) Product/Service Code: R425 Product/Service Description: SUPPORT- PROFESSIONAL: ENGINEERING/TECHNICAL  Delivery: 01/27/2015  AUTHO (b)(6)  NAME: TITLE: <i>Richard G. Belcher</i> DATE: <i>Sr. Contracts Manager</i> <i>01/25/13</i>  The total amount of award: \$12,509,808.00. The obligation for this award is shown in box 17(i).				0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 CONTRACT TYPE AND SCHEDULE OF ITEMS**

The Contractor shall provide scientific, engineering, and program management support to enable priority services in the public networks. The Contractor shall assist the Government with its management of the Integration Contractor (IC) contract, the IntereXchange Carrier (IXC) contracts, the wireless service provider and wireless vendor contracts for continued maintenance and enhancements of these services. The Contractor shall provide support to the Government for program documentation activities and operational user support activities.

**B.2 CONTRACT LINE ITEM NUMBERS (CLINs)**

B.2.1. The Contractor shall perform the tasks necessary to meet the requirements specified in this Task Order. The Contractor shall provide Contract Line Item Numbers (CLINs) 0001 and if exercised, CLINs 0005, 1001 and 1005, on a Firm-Fixed-Price (FFP) basis. The Contractor shall provide CLINs 0002, 0003 and 0004, and if exercised, Option CLINs 1002, 1003, and 1004 identified below, on a Cost-Plus-Fixed-Fee (CPFF) (Term)/Cost Reimbursement (CR) basis. CLINs 0005, 1001, 1002, 1003, 1004 and 1005 are Options which may be unilaterally exercised by the Government. The Firm-Fixed-Price (FFP), the estimated cost and fixed fee, and cost reimbursement value for all CLINs will be identified below in Table B.1.

Contract No. HSHQDC-09-D-00062  
 Task Order HSHQDC-13-J-00026

**TABLE B.1 – TOTAL TASK ORDER PRICE IS \$12,509,808 (BASE AND OPTION 1)**

CLIN DESCRIPTION CONTRACT TYPE	TOTAL FIRM- FIXED PRICE	EST COST	FIXED FEE	TOTAL CPFF (CEILING)
<b>BASE - TASK ORDER</b>				
<b>TOTAL PRICE: \$</b> (b)(4)				
Base – 12 Months				
0001 Task/Contract Management FFP (SOW Paras. 6.1 – 6.1.2.3 - Task 1) Monthly Price \$ (b)(4) 12 Months	(b)(4)	N/A	N/A	N/A
0002 SETA Non-Personal Support Services CPFF (SOW Paras. 6.2 – 6.5.3.2 – Tasks 2 thru 5) 1 Lot	N/A	(b)(4)		
0003 Travel CR (Section G – G.4) 1 Lot	N/A	(b)(4)		
0004 Other Direct Costs CR (Section G – G.3) 1 Lot	N/A	(b)(4)		
0005 Transition (Option) FFP (SOW Paras. 6.6 – 6.6.2 – Task 6) 1 Lot	(b)(4)	N/A	N/A	N/A

CLIN DESCRIPTION CONTRACT TYPE	TOTAL FIRM- FIXED PRICE	EST COST	FIXED FEE	TOTAL CPFF (CEILING)
<b>OPTION 1 - TASK ORDER</b>				
<b>TOTAL PRICE: \$</b> (b)(4)				
Option 1 – 12 Months				
1001 Task/Contract Management FFP (SOW Paras. 6.1 – 6.1.2.3 - Task 1) Monthly Price (b)(4) 12 Months	(b)(4)	N/A	N/A	N/A
1002 SETA Non-Personal Support Services CPFF (SOW Paras. 6.2 – 6.5.3.2 – Tasks 2 thru 5) 1 Lot	N/A	(b)(4)		
1003 Travel CR (Section G – G.4) 1 Lot	N/A	(b)(4)		
1004 Other Direct Costs CR (Section G – G.3) 1 Lot	N/A	(b)(4)		
1005 Transition (Option) FFP (SOW Paras. 6.6 – 6.6.2 – Task 6) 1 Lot	(b)(4)	N/A	N/A	N/A

Contract No. HSHQDC-09-D-00062  
Task Order HSHQDC-13-J-00026

**NOTES:** Option CLINs 0005 and 1005 may be exercised at any time during their respective period of performance.

Fee will not be paid on travel costs. Actual costs must include indirect expenses if so allocated in accordance with the Contractor's customary accounting practices.

## **B.2 TERM OF TASK ORDER**

The term of this Task Order will consist of a one-year base period, with one 12-month Option.

**C. DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**NCS SETA II TASK ORDER (TO)  
STATEMENT OF WORK (SOW)  
Priority Services SETA (PS SETA)**

1. RESERVED.
2. Task Order Title: PS SETA [*Priority Services (PS) Scientific, Engineering, and Technical Assistance (SETA)*] Note: This action includes support for the Next Generation Networks Priority Services (NGN PS) and Priority Telecommunications Services (PTS) programs, plus operational support for the Telecommunications Service Priority (TSP) program.
3. Background: The PTS and NGN PS programs provide specially designed telecommunications services for the national security and emergency preparedness (NS/EP) user community's use during all conditions of crisis or emergency, attack, recovery and reconstitution.
  - 3.1. Specifically, PTS and NGN PS enhance the users' ability to complete calls through a degraded public switched network (PSN) using any of the following components:
    - Government Emergency Telecommunications Service (GETS): a nationwide landline telephone service that provides priority NS/EP telecommunications for the President, Federal, State and local governments, and industry organizations by augmenting the existing public switched telephone network (PSTN) with NS/EP enhancements
    - Special Routing Arrangement Service (SRAS): a GETS service for special users that provides the highest level of non-traceable priority telecommunications services during times of severe PSTN congestion or disruption as may result from acts of war
    - Wireless Priority Service (WPS): a nationwide wireless telephone service that complements and interoperates with GETS to provide end-to end priority telecommunications via selected commercial wireless carriers, thereby enhancing the probability of call completion
    - Next Generation Networks Priority Services (NGN PS): an initiative to migrate priority voice communications features from circuit-switched telephone networks to Internet protocol (IP)-based packet infrastructures, incorporating priority data and video capabilities as well
  - 3.2. Related Government Contracts:
    - AT&T Services: implement the GETS numbering plan, access control, priority treatment and use of Enhanced Real Time Network Routing (E-RTNR), and follow-on routing services in the AT&T network

- Verizon Business (VzB) Services: implement the GETS numbering plan, access control, enhanced routing and priority treatment in the VzB network; service includes international access/egress
  - Sprint Services: implement the GETS numbering plan, access control measures, enhanced routing and priority treatment in the Sprint network
  - Integration Contractor (Computer Sciences Corporation [CSC]): engineering and planning; implementation; and operation, administration, and maintenance (OA&M) of PTS services
4. **Objectives:** Provide scientific, engineering, and program management support to enable priority services in the public networks. Assist DHS in its management and coordination of the Integration Contractor (IC) contract, the IntereXchange Carrier (IXC) contracts, and the wireless service provider and wireless vendor contracts for continued maintenance and enhancements of these services. Provide support in review and preparation of program documentation, support DHS activities for the IC and IXC work, and support operational user activities. This involves supporting Government activities in the following areas: needs analysis, requirements development, program planning, acquisition, testing, and operational assessment. All contract-related contacts with the IXCs, IC, and their subcontractors, must be coordinated with the Government CORs.
5. **Scope:** Comply with the appropriate approved architectures, programs, standards and guidelines for all work performed under this order, which is within Task Area 2: *NS/EP Communications Support* of the NCS SETA II IDIQ contract.
6. **Specific Tasks:** Apply technical expertise in priority telecommunications services systems engineering in areas such as: PSN and wireless network technology, and engineering practices used by IXCs, Local Exchange Carriers (LECs), Competitive Local Exchange Carriers (CLECs), and Commercial Mobile Radio Service (CMRS) and broadband providers; land mobile radio (LMR); satellite communications providers; telecommunications networks modeling and simulation; requirements development and verification; and performance analysis. Provide assistance in the following areas:
- Management
  - PTS and NGN PS Engineering
  - PS Governance
  - Consolidated Operations Support
- 6.1. **Task 1 – Management:** Plan, direct, coordinate, and control all work requirements contained herein. Determine the project organization and provide overall management of the work, personnel, and physical resources, and determine mechanisms for cost and schedule control. Designate a single program manager who is responsible for the cost, schedule, and technical performance of the contract and who will serve as the central point-of-contact for both management and technical matters. Maintain a program management office within 50 miles of NCS Headquarters (Arlington, VA) to facilitate liaison on both technical and contractual matters.
- 6.1.1. *Subtask 1.1 – Management Control:* Provide the necessary technical and management activities to support execution of all actions under this task order.

6.1.2. *Subtask 1.2 – Task Management:*

- 6.1.2.1. Provide a Project Management Plan describing the technical approach, organizational resources, and management controls that will be used to meet the cost, performance, and schedule requirements.
- 6.1.2.2. Document support provided and progress made in electronically-provided Monthly Status Reports (MSRs). In addition to technical and financial progress/status reporting, MSRs will describe the results of quality assurance monitoring.
- 6.1.2.3. Monitor and evaluate program activities, and conduct and host Quarterly Program Status Reviews (QPSRs) to provide visibility of contract activities and obtain guidance from the Government. Coordinate QPSR date with the COR prior to each QPSR; reviews include a briefing that provides the following information:
  - A summary of resource expenditures
  - An overview of work completed, in-progress, and planned for each task
  - Identification of problem areas encountered by task with recommended remedial actions
  - Status of all issues identified during the course of the last review

6.2. **Task 2 – PTS Engineering:** Review, research, and analyze priority services information and provide technical support identifying and coordinating proprietary and non-proprietary technical and programmatic data, as well as any other issues associated with the IC, IXC, and wireless contracts, vendors, and operators. Document support provided and progress made in the MSRs.

6.2.1. *Subtask 2.1 – Programmatic Support:* Provide programmatic support through preparation for and participation in staff meetings, telephone calls, and QPSRs. Participate with NCS in national and international standards organizations with such groups such as the Alliance for Telecommunications Industry Solutions (ATIS), the American National Standards Institute (ANSI), the Tele-Management Forum (TMF), the International Telecommunication Union (ITU), the Telecommunications Industry Association (TIA), and other standards development organizations identified by the Government and positioned to benefit the priority services mission.

6.2.2. *Subtask 2.2 – Technical Support, Papers, and Reporting:* Provide the following support:

- 6.2.2.1. **Technical Support:**
  - Participate in the process to engineer, implement, test, and deploy new or enhanced functionality (examples include: WPS CDMA Enhanced Overload Performance; interoperability testing of secure devices such as the Secure Mobile Environment Portable electronic device [SMEPed] and Iridium satellite phones).
  - Review service provider technical documentation and proposals, as well as participate in testing events. Tests include product assessment working sessions, test case scenario development, captive office testing, validation office testing, and network acceptance testing.
  - Gather technical and operational satellite information to: 1) Evaluate operational concepts and procedures for satellite communications use; 2) Evaluate the ability of the GETS and WPS services to interoperate with

satellite services; 3) Evaluate the satellite service and refine user requirements for future satellite services; 4) Develop appropriate supporting documentation including lessons learned.

- The Contractor shall provide written reports summarizing comments and concerns generated by the attendees during Government reviews.
- Review and contribute to the process established for the development and standardization of Industry Requirements documentation as related to second-generation wireless technologies.
- Provide architecture and planning support, as well as meeting support including briefings, agendas, and meeting summaries.
- Review survivability or other studies that are produced as part of the PTS program. Determine whether reasonable engineering concepts were applied in its production and summaries.

6.2.2.2. **Technical Analysis White Papers:** When tasked by the Government COR, research and analyze issues, questions and other information, and propose alternatives and recommended solutions. Identify and resolve systems-level issues through participation in, and possible facilitation of, priority services meetings. Anticipate as many as twenty (20) issue papers per year on a variety of topics; examples include 8YY Database Dip Analysis, GETS Performance Analysis, Priority E911 Services, and WPS Performance Analysis.

6.2.2.3. **TIM Support:** Provide support for Technical Interchange Meetings (TIMs) and Government ad hoc meetings addressing technical issues. Meeting support may include preparation, participation, recording the results, and providing the Government task lead with resulting action items, updates, and resolutions. Participation will be required in gatherings of service providers and IC subcontractors (e.g., Carrier Service Council Meetings, LEC Team Forums), and in Team Forums. Work includes the following:

- Recommend technical issues for discussion
- Prepare agenda
- Identify issues and associated potential impacts, alternative solutions, and recommendations
- Assist in developing presentation materials
- Coordinate with Contractors and service providers for appropriate meeting times and places
- Participate in meetings
- Provide meeting minutes which include the issues discussed and the action items

6.2.2.4. **Technical Updates:** Assist with the update of the GETS/WPS Engineering/Implementation Plan (EIP) to reflect information on GETS/WPS as implemented by the IXCs, LECs, CLECs, and/or CMRS providers and Multiple System Operators (MSOs) based on their Service Engineering and Operations Plans, the results of acceptance testing, or information obtained at TIMs. Assist with revision of the functional requirements specifications (FRS).

6.2.3. *Subtask 2.3 – Acquisition Support:* Assist the Government during technical reviews of contract documentation and provide comments.

- 6.2.3.1. Assist the Government when it develops changes to technical specifications, and recommend defined tasks and optional task structures, recommending edits to SOWs or Performance Work Statements (PWSs), and assist the Government when it develops other documentation. Assist the Government during its technical review of proposals.
- 6.2.3.2. Review and analyze deliverables from the IC, IXCs, LECs, CLECs, CMRS Providers, MSOs Wireless Providers, and Switch Vendors, provide comments on technical issues, with a major focus on technical issues. Approximately 90 document reviews per year are estimated. Maintain a status log of all deliverables received.

#### *6.2.4 SubTask 2.4 – SRAS Re-Engineering*

This task provides technical assistance for the re-engineering of the Special Routing Arrangement Service (SRAS), which is currently limited to end-to-end PSTN voiceband service. The objective is to improve this service significantly by migrating existing circuit-based features and functions to IP packet-based networks.

The Contractor shall review, research and analyze SRAS information and provide technical support for proprietary and non-proprietary technical and programmatic data, as well as any other issues associated with the IC and IXCs contracts. The Contractor shall document support provided and progress made during the MSR's.

##### *6.2.4.1 Programmatic Support*

The Contractor shall provide programmatic support to the Government SRAS task leader through preparation for and participation in staff meetings, telephone calls and QPSRs.

##### *6.2.4.2 Technology Maintenance and Service Testing*

The Contractor shall participate in the process to engineer, implement, test, and deploy new or enhanced SRAS functionality. The Contractor shall review service provider technical documentation and proposals as well as participate in testing events that include SRAS functionality.

The Contractor may be requested to review SRAS Survivability Studies that are produced as part of the SRAS program. The Contractor shall review the engineering concepts applied in the production and summaries. As required, the Contractor shall provide trip reports summarizing comments and concerns generated during the reviews. The Contractor may also be tasked to prepare an SRAS Reengineering Report for the Government.

##### *6.2.4.3 Deliverable/Proposal Reviews*

The Contractor shall assist the Government with its review of deliverables/proposals from vendors including the SRAS Service Providers and the IC. The Government anticipates up to twenty (20) document reviews per

year. The Contractor shall maintain a status log of all deliverables/proposals received.

**6.2.4.4 Acquisition Support**

The Contractor shall provide SRAS technical acquisition support to the Government to organize, review and evaluate SRAS related IC and IXC contractual documentation for prime and subcontractor work as required. The Contractor shall assist the Government in revising technical specifications, recommending defined tasks and optional task structures, recommending revised Performance Work Statements (PWSs) or Statements of Work (SOWs) and Contract Data Requirements Lists (CDRLs), and in developing other required contract documentation. Further, the Contractor shall provide technical subject matter experts (SMEs) to assist the Government in its evaluation of the IC Recompete (Project 409) proposals.

The Contractor shall provide architecture and planning support, as well as meeting support including preparation of briefings, agendas, and meeting summaries.

**6.2.5 Industry Event Support:** Provide support to the Government with its coordination and conduct of industry events. Industry events on a yearly basis include the GETS/WPS Team Forum, and one other event. Team Forum support includes a facility meeting room, requisite audiovisual services, and arrangements for lodging for Forum attendees. Develop, coordinate, and assist with Forum briefings and presentations, and produce meeting notes as required. Assist the Government with preparing a draft copy of the GETS/WPS Forum Briefing. Incorporate Government comments and submit

**NOTE: DHS funds may not be used for the provision of food and beverages unless the program office obtains prior approval from the DHS Office of General Counsel. All other DHS restrictions concerning the use of funds for conferences and meetings must be complied with, including investigating and documenting the availability of Government space for meetings/conferences before commercial space is considered.**

the draft briefing for Government review at least 10 working days before the meeting. Incorporate comments and submit the final version at least 3 working days before the meeting.

**6.3 Task 3 – NGN PS Engineering:** Provide support for the development, standardization, and realization of NGN PS voice, video, and data services that support emergency telecommunications services. Attend industry meetings, develop and maintain technical documentation, and submit, evaluate, and coordinate technical contributions that support Priority Services. Host websites, participate in technical working groups that support the realization of NGN PS. Document support provided and progress made in the MSRs.

**6.3.1 Subtask 3.1 – Programmatic Support:** Provide programmatic support through preparation for and participation in staff meetings, telephone calls, and

QPSRs, and update the appropriate program documents to reflect changes in budgets, architectures, and requirements.

6.3.2 *Subtask 3.2 – Technical Support, Papers, and Reporting:* The Contractor shall provide the following support:

6.3.2.1 Technical Support:

6.3.2.1.1 Review, research, and analyze NGN voice, video, and data technologies for priority services application and bring potential candidates to the attention of the Government. Participate in prototyping these technologies and attend meetings, provide comments, and participate in executing test scenarios, protocols, and networks.

6.3.2.1.2 Research, and analyze issues, questions, and other information related to NGN PS voice, video, and data, and attend technical meetings, provide and review contributions, and assist in the development and update of the NGN PS Architecture. Conduct an Architecture Study focusing primarily on the video and data portions of the NGN PS effort.

6.3.2.1.3 Participate in the initial evaluation effort and in the resulting process to engineer, implement, test, and deploy NGN WPS voice, video, and data solutions and any required interim bridging solutions such as Universal Mobile Telecommunications System (UMTS) Directed Retry Handover.

6.3.2.1.4 The Contractor shall assist the Government in its review of vendor and carrier technical documentation and proposals as well as participate in testing events including service acceptance testing of priority services in IXC, LEC, CLEC and MSO networks. Review and provide comments to the test plan, support the capture of testing activities.

6.3.2.1.5 Participate in the NGN PS Industry Requirements (IR) process and other Industry and Government working groups identified by the Government. Participation includes but is not limited to providing SMEs to research, analyze, and make recommendations for developing and harmonizing Industry approaches for satisfying priority services requirements on NGNs.

6.3.2.1.6 Provide meeting support including briefings, agendas, and meeting summaries.

6.3.2.2 Technical Analysis White Papers: When tasked by the Government COR, research, and analyze issues, questions and other information, and propose alternatives and recommended solutions. Identify and resolve systems-level issues through participation in, and possible hosting of, priority services meetings. Anticipate as many as twenty (20) issue papers per year on a variety of topics.

6.3.2.3 TIM Support: Provide support for Technical Interchange Meetings

(TIMs) and Government ad hoc meetings addressing technical issues. Meeting support may include preparation, participation, recording the results, and providing the Government task lead with resulting action items, updates, and resolutions. Participation will be required in gatherings of service providers and IC subcontractors (e.g., Carrier Service Council Meetings, LEC Team Forums), and in Team Forums. Support includes:

- Recommend technical issues for discussion
- Prepare agenda
- Identify issues and associated potential impacts, alternative solutions, and recommendations
- Assist in developing presentation materials
- Coordinate with Contractors and service providers for appropriate meeting times and places
- Participate in meetings
- Provide meeting minutes which include the issues discussed and the action items

6.3.2.4 **Technical Updates:** Update the NGN PS Engineering/Implementation Plan (EIP) to reflect information on NGN PS as implemented by the IXCs, LECs, CLECs, and/or CMRS providers and Multiple System Operators (MSOs) based on their Service Engineering and Operations Plans, the results of acceptance testing, or information obtained at TIMs. Provide support when the Government revises the functional requirements specifications (FRS).

6.3.3 *Subtask 3.3 – Acquisition Support:* Assist the Government with its review of technical and contract documentation.

6.3.3.1 Assist the Government when it develops changes to technical specifications, recommending defined tasks and optional task structures, recommending edits to SOWs or Performance Work Statements (PWSs), and assist the Government in its preparation of other programmatic documentation. Assist the Government in conducting technical review of proposals.

6.3.3.2 Assist with the review of deliverables and proposals from vendors to include, the IC, IXCs, LECs, CLECs, CMRS Providers, MSOs Wireless Providers, and Switch Vendors, focusing comments on technical issues. It is estimated up to 90 document reviews per year will be required. The Contractor shall maintain a status log of all deliverables/proposals received.

6.3.4 *Subtask 3.4 – Security Support:* Assist the Government with its coordination of the NGN PS security efforts of the IXCs, LECs, and IC. Assist the Government with the surveillance of projects and recommend approaches for future NGN security work. Assist the Government with its review of emerging technologies that may impact NGN PS security and provide recommendations for their use in the program regarding security features for voice, data, and video priority services.

**6.4 Task 4 – Priority Services Governance Support:** Provide Governance support to the PTS and the NGN PS programs and document the support provided/progress made in

**NOTE:** Governance support may expose the Contractor to certain Government procurement-sensitive information; therefore, the Contractor's proposal must include a mitigation strategy to show how the Governance work is organizationally separated from other parts of the Contractor organization, to protect procurement-sensitive information from disclosure outside the performing staff. Contractor staff shall be required to sign non-disclosure agreements.

the MSRs.

**6.4.1 Subtask 4.1 – Program Documentation Repository:** Maintain an electronically accessible compendium of PTS and NGN PS program documentation. Receive, catalogue, and assist the Government with drafting documents and abstracts and maintaining them to provide easy access/reference. Documentation may include:

- Deliverables for Government contracts that relate to PTS, NGN PS, or both
- Past programmatic PTS and NGN PS documents
- SOWs and Task Orders of PTS and NGN PS Government contracts
- Other Miscellaneous PTS and NGN PS documents
- Documents on telecommunications technology applicable to either program

6.4.1.1 Implement, upon Government approval, improvements to the search techniques, reports, and presentation of the data housed in the Repository. Prepare and maintain electronic database indexes and document finding aids. Provide the master database electronically, upon Government request.

6.4.1.2 The Contractor shall catalog and file contract deliverables and all other pertinent documents in a secured room at the Contractor's facility, to protect the proprietary and procurement-sensitive nature of some of the data. Acquire and maintain, as a part of the Program Documentation Repository, proprietary agreement statements for both the prime Contractor and their subcontractors.

6.4.1.3 Maintain a Document Review Log in the Repository to track deliverables, proposals, or other acquisition documents reviewed in Tasks 2 through 5.

6.4.1.4 Upon completion or termination of the contract, transition the entire Program Documentation Repository to the Government, ensuring that all activities under this subtask are in full compliance with the DHS Management Directive 0550.1 *Records Management Directive* and its associated DHS *Records Management Handbook*.

**6.4.4 Subtask 4.2 – Documentation Assessment:** Inventory artifacts to assist the Government with the conduct of a semi-annual "Documentation Deep Dive" in which each program's documents and artifacts are assessed for relevance, consistency, and up-to-date language.

**6.4.5 Subtask 4.3 – Program Governance Documentation:** Assist the Government in updating current documents or developing documents, such as those listed below, as identified by the Government.

Mission Need Statement	Life Cycle Cost Estimates
Resource Request Requirements	Expenditure Plan
Resource Allocation Decision	Acquisition Program Baselines
Resource Allocation Plan	Inputs to Infrastructure Business Case / OMB Exhibit
Project Management Plan	Operational Requirements Document
Risk Management Plan	Integrated Logistics Support Plan
National Performance Reporting System Inputs	Earned Value Reporting
Analysis of Alternatives	Operational Analyses
Cost Benefit Analyses	Investment Management System ProSight reporting

6.4.5.1 Assist the Government with preparing and maintaining a "Fact Book" consisting of approved language, assumptions, statistics, financials, and other information as required to ensure consistency across documents and briefings. Document support provided and progress made in the MSRs.

6.4.5.2 Assist program personnel in updating the appropriate Program Plan to reflect changes in budgets, architectures, and requirements. The Contractor shall not perform any inherently Governmental functions where the Essential OMB 300 Exhibit items are involved. Essential OMB Exhibit items include:

- project description
- program justification/authorization
- funding and milestone schedule baselines, with noted variances
- risk assessment/management that addresses schedule
- initial and lifecycle costs
- technical obsolescence
- feasibility and service reliability
- interoperability and dependencies between investments
- surety (asset protection) considerations
- capability to manage the investment
- overall risk of investment failure
- need for change management
- business process for investment management
- technology impacts
- security / privacy
- assessment of project resources
- strategic outlook

6.4.5.3 Provide assistance in submitting updates to the NCS Annual Report.

6.4.5.4 Provide as-needed support to plan, prepare, review and update artifacts which may include PowerPoint presentations, read-ahead information, or other documents. The Contractor shall not draft any responses for input into documents to be submitted to Congress, the GAO, and/or the IG.

**6.5 Task 5 – Consolidated Operations Support:** Provide technical assistance in the operation and maintenance of the Service Center. Interface with service vendors and user organization. Assist the Government with the following activities: booth deployments, website development and maintenance, and database development and maintenance. Provide support for the Service Center concept implementation as requested. Document support provided and progress made in the MSRs. NOTE: The Service Center provides operational and administrative support to the various NCS priority services programs. The Service Center Concept of Operations identifies the program components and their commonalities, and defines the methodology for consolidated operational and help-desk services under the Service Center. To date, those program components include:

- Government Emergency Telecommunications Service (GETS)
- Wireless Priority Service (WPS)

- Telecommunications Service Priority (TSP)
- other information about the NCS in general, and,
- may be expanded to include additional priority telecommunications services

The Government anticipates 95% of this task will support the PTS program and 5% will support the Critical Infrastructure Protection's program.

6.5.1 *Subtask 5.1 – Service Center Support:* Provide operational and administrative support to accomplish the missions outlined under the Service Center CONOPS. These activities may include but are not limited to:

- Follow and support the Government when it expands on the Service Center CONOPS; submit proposed updates to the CONOPS as required
- Provide assistance in operations and administration of the services
- Maintain and expand the Service Center functionality when registering GETS, WPS and TSP users.
- Assist the Government with maintaining the architecture and consolidating technical/information processes of all designated services/programs using web-based technology and a web-based information delivery service
- Implement and maintain a Virtual Call Center to provide help-desk support
- Assist in identifying communities of users for the Service Center and the processes and procedures necessary to accomplish valued customer service; work includes briefing and meeting preparation. Maintain a Service Center contact tracking information base
- Provide briefing and other preparation assistance for various program oriented meetings, e.g., the GETS/WPS User Council meetings, Staff Meetings, COP/COR Meetings, and GETS/WPS Team Forums
- Provide assistance to service and agency POCs to ensure regular review/update of GETS cardholders (and WPS where applicable), cancelling accounts for those who have left the organization or no longer qualify for the programs; this includes conducting validations at least annually, to ensure GETS and WPS records are accurate

6.5.2 *Subtask 5.2 – Outreach Support:* The Contractor shall support outreach by participating in the following activities:

- Develop marketing tools for all programs included under the NCS NS/EP consolidation concept
- Develop videos and associated briefing materials to support outreach
- Participate in booth deployments with the Government at various meetings and other outreach briefings.

6.5.3 *Subtask 5.3 – Provisioning and O&M Support:* Provide technical assistance in the operation and maintenance of the GETS and WPS provisioning process, interfacing with service vendors and user organizations.

6.5.3.1 Provide customer service technical help-desk support to those organizations expressing an interest in subscribing to GETS/WPS and then provide continued technical support to those organizations throughout the establishment and maintenance of those services within their organizations. Representative examples of assistance include:

- Provide general customer service support to current and prospective user organizations
- Develop and maintain GETS and WPS website content for dissemination of administrative support information and documents
- Continue on-going efforts with the GETS/WPS Administrator and IC to develop and maintain the GETS/WPS Information Delivery Service (G-WIDS)
- Update and maintain GETS and WPS program documentation
- Participate in the booth deployments for collection of contact information from prospective user organizations and subsequent follow up assistance in establishing usage
- Provide maintenance for the POC database applications and support the migration of information and data distribution to the POCs via G-WIDS
- Assist the Government in the conduct of periodic fraud testing of the GETS process, to ensure the IXC and IC comply with contractual responses to fraud discovery and reporting
- Provide assistance in preparing for various programmatic meetings
- Implement and maintain a Customer Relationship Management Tool (CRMT) for tracking customer information

6.5.3.2 Additional GETS and WPS operational and administrative support will be provided by the Contractor as requested based on the rapidly evolving requirements in order to meet the needs of the targeted NS/EP community and emergency events.

6.6 **Task 6 – Transition [OPTIONAL TASK]:** Develop, document and monitor the execution of a transition plan that may be used to transition tasks and materials to a new Contractor, or to the Government. This effort must ensure sufficient information is provided at least 60 days prior to the expiration of the current task order, to enable the new Contractor to have their personnel completely familiar with the requirements and in place on the turnover date. Work includes:

- 6.6.1 Incorporate into the plan a complete inventory of services and materials developed that will be required to fully perform the services provided under this contract. Include a schedule of briefings, including dates, time, and resources allotted, to fully transition all materials developed to the follow-on Contractor.
- 6.6.2 Provide the names and contact information of individuals that will be responsible for fully briefing their follow-on counterparts, along with others who may be assigned to the transition team, identifying their roles in the transition.
  - Participate in transition meetings with the program manager and project staff, and representatives of the successor Contractor. The purpose of these meetings is to review project materials and take preparatory steps to ensure an effective transition.
  - The transition plan is due to the Government 60 days prior to the expiration date of this task order.

7 Deliverables/Delivery Schedule:

SOW Para.	Deliverable Title	Due / Frequency	Distribution	Remarks
6.1.2.1	Project Management Plan	45 days after award, w/potential for updates	COR + all Gov't Task Leads +CO	
6.1.2.2	Monthly Status Report	45 days after award; monthly by the 10 <sup>th</sup> thereafter	COR + all Gov't Task Leads +CO	
6.1.2.3	Program Status Review Briefing & Meeting	Quarterly	COR + Gov't Task Leads+CO	Draft agenda 2 weeks prior, final agenda 2 days prior
6.2.2.2	PTS Technical Analysis White Papers	UD; est. 20/year	Standard	
6.2.2.4	PTS Technical Updates	UD; est. 1/year/doc	Standard	
6.2.3.1	PTS Technical Proposal Reviews	UD; est. 5/year		
6.2.3.2	PTS Deliverable Reviews	UD; est. 90/year	Standard	
6.2.4.1	SRAS Programmatic Support	As directed by Gov't	Gov't Task Lead	NTE 8 meetings/telephone calls per month; up to 2 briefings or meeting notes per month
6.2.4.2	Technology Maintenance and Service Testing	As directed by Gov't	Standard	SRAS Reengineering Report
6.2.4.3	Deliverable/Proposal Reviews	As directed by Gov't	Gov't Task Lead	NTE 20 deliverable/proposal reviews per year
6.2.4.4	SRAS Acquisition Support	As directed by Gov't	Gov't Task Lead	NTE 4 contract reviews per year
6.2.5	Industry Event Support	UD; est. 1/year	Standard	
6.3.2	NGN PS Technical Support, Paper and Reporting	UD	Standard	
6.3.2.1.2	NGN PS Technical Updates	UD; est. 1/year/doc	Standard	
6.3.2.1.3	NGN PS Acquisition Proposal Reviews	UD; est. 5/year		
6.3.2.1.4	NGN PS Deliverable Reviews	UD; est. 90/year	Standard	
6.3.2.1.6	Briefings, & meeting Agendas	As directed by Gov't	Gov't Task Lead	
6.3.2.2	Technical Analysis White Paper	UD; est. 20/year	Standard	
6.3.3.1	NGN PS Acquisition Proposal Reviews	As directed by Gov't	Standard	
6.3.3.2	NGN PS Deliverable Review	UD; est. 90/year	Gov't Task Lead	
6.4.1	Program Documentation Repository	UD	Standard	
6.4.1.1-6.4.1.4	Document Review Log	UD	Standard	
6.4.4	Documentation Assessment	120 days after award; semi-annually thereafter	Standard	
6.4.5	[Program] Governance Document Review/Activities	UD; est. 90/year	Standard	
6.4.5.1	[Program] Fact Book	UD	Standard	

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SOW Para.	Deliverable Title	Dir / Frequency	Distribution	Remarks
6.4.5.2	Program Plan	UD; est. 1/year/program	Standard	
6.4.5.3	Updates to the NCS Annual Report	UD	Standard	Based on demand from external sources
6.6	Transition Plan	60 days prior to end of task order	Standard	

UD *ut dictum*; as directed

**Standard Distribution:** Transmittal email, with the deliverable attached, to the appropriate Government Task Lead, with carbon copy provided to the COR/ACOR.

Provide all completed deliverables, including daily, weekly, interim, informal deliverables, working-copy products required for on-going general support, and formal deliverables, via email, CD, or DVD, as arranged. The Government reserves the right to establish a maximum page limit on deliverables. The Contractor shall use the current DHS version of Microsoft Word, PowerPoint and/or other DHS standard application software when preparing deliverables unless otherwise approved by the COR.

At the end of each quarter, compile and deliver soft copies of all deliverables during that quarter onto a set of CDs or DVDs for retention in the COR's contract files. If approved by the COR/ACORCOR, "ticklers" may be provided, indicating the location of deliverables within the Program Documentation Repository.

- 8 **Security:** The Contractor must possess a Top Secret facility security clearance issued by the Defense Security Service (DSS) prior to commencement of task order performance.

Contractor personnel assigned to this task order must possess Secret or Top Secret personnel security clearances, commensurate with their required access to classified information, issued by DSS prior to contract performance. All Contractor personnel must meet DHS suitability requirements as stipulated below.

Security requirements for this task order are stipulated in the Contract Security Classification Specification, DD Form 254, which is part of the base award. The Contractor shall provide all services in accordance with DHS Management Directive 4300.1 as implemented by DHS 4300A and/or 4300B Policies and Handbooks. Access to DHS IT Systems is governed by DHS 4300A, Sensitive Systems Policy, and DHS 4300 A, DHS National Security System Handbook.

- 9 **Enterprise Architecture:** 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:
- All developed solutions and requirements shall be compliant with the HLS EA.
  - All IT hardware and/or software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
  - A description of all data assets, information exchanges and data standards provided by the Contractor, whether adopted or developed, shall be submitted by the Contractor to the Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model.
  - In compliance with OMB mandates, all network hardware shall be IPv6 compatible without modification, upgrade, or replacement.

**10 Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI):**

The Government will provide Government-Furnished Equipment (GFE) if the mission requires, the Contractor requests, and the COR/ACOR concurs. Upon completion of this task order, the Contractor shall furnish a complete inventory of all GFE remaining in its possession. The Program Office will furnish disposition instructions on all property furnished or purchased under this SOW.

Government-Furnished Information (GFI) (software, manuals, drawings, test data, etc.) will be provided at Contractor's request or when the mission requires. The list shall include description (title, data, and author), quantities and license numbers. Upon completion of this task order, the Contractor shall furnish a complete inventory of all GFI remaining in its possession. The Program Office will furnish disposition instructions on all property furnished or purchased under this SOW.

**11 Other Pertinent Information or Special Considerations:**

Identification of Nondisclosure Requirements: To obtain access to the information required to perform the work, the Contractor will require access to company proprietary data from various members of the telecommunications industry to include, but not limited to, AT&T, Qwest, Verizon, Sprint, T-Mobile, and CSC. The Contractor must have negotiated and signed nondisclosure agreements with at least these companies no later than 30 calendar days after contract award. Please refer to Base Contract clauses H.19 "Interrelationship of Contractors" and H.29 "Confidentiality of Information."

**12 Applicable Documents:**

The following documents of the exact issue shown form part of this SOW to the extent specified herein. Only documents referenced within the specified requirements of these documents cited are applicable, and only to the extent they specifically apply to the requirement. In the event of conflict between documents referenced and the contents of this SOW, the contents of this SOW shall be considered the superseding requirement.

- Configuration Management Plan for GETS, 1 December 1993 (GETS Document)
- Annual GETS Telecommunications Database Report (Proprietary)
- ATIS 1000113.2005 (R2010), "Signaling System No. 7 (SS7)-High Probability of Completion (HPC) Network Capability"
- Local Exchange Routing Guide (LERG)

The transfer of materials must be documented by the Contractor, in addition to an accounting of all materials consumed during the performance of the individual elements of the task order. The Contractor shall furnish the Government a copy of such documents with the Monthly Status Reports and at Quarterly Program Status Review meetings.

### 13 Accessibility Requirements (Section 508):

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

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

#### Section 508 Applicable EIT Accessibility Standards

36 CFR 1194.21 Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this task order 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.

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 task order. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous Javascript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.

36 CFR 1194.23 Telecommunications Products, applies to all telecommunications products including end-user interfaces such as telephones and non end-user interfaces such as switches, circuits, etc. that are procured, developed or used by the Federal Government.

36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverables shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided under this task order that offers telephone support, such as, but not limited to, a help desk, shall have the ability to transmit and receive messages using TTY.

#### Section 508 Applicable Exceptions

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COR. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the Contractor to perform under this task order does not require compliance with Section 508. This exception

does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those Contractors assigned to fulfill the obligations of this task order and for the purposes of this requirement, are not considered members of the public.

**Section 508 Compliance Requirements**

36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

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@dhs.gov](mailto:accessibility@dhs.gov).

## GLOSSARY OF TERMS

ANSI American National Standards Institute  
ATIS Alliance for Telecommunications Industry Solutions

CLEC Competitive Local Exchange Carrier  
CMRS Commercial Mobile Radio Service  
COP/COR Committee of Principals/Committee of Representatives  
COR Contracting Officer's Representative  
CPFF Cost-Plus-Fixed-Fee  
CRM Customer Relationship Management Tool  
CS&C Cyber Security & Communications

DHS Department of Homeland Security  
DOD Department of Defense

E-RTNR Enhanced Real Time Network Routing  
EIP Engineering/Implementation Plan

FRS Functional Requirements Specification

GETS Government Emergency Telecommunications Service  
GWIDS GETS/WPS Information Delivery Service

IC Integration Contractor  
IMS IP Multimedia Subsystem  
IP Internet protocol  
ITU International Telecommunication Union  
IXC IntereXchange Carrier

LEC Local Exchange Carrier  
LMR Land Mobile Radio  
LTE Long Term Evolution

NCS National Communications System  
NGN Next generation network  
NS/EP National security and emergency preparedness  
NTE Not to exceed

PSN Public switched network  
PSTN Public switched telephone network  
PTS Priority Telecommunications Services  
PWS Performance work statement

SELC Systems Engineering Life Cycle  
SETA Scientific, Engineering and Technical Assistance

SME Subject matter expert  
SME-Ped Secure Mobile Environment - Portable electronic device  
SOW Statement of work  
SRAS Special Routing Arrangement Service  
  
TIA Telecommunications Industry Association  
TIM Technical Interchange Meeting  
TMF TeleManagement Forum  
  
UMTS Universal Telecommunications System  
  
WPS Wireless Priority Service

Contract No. HSHQDC-09-D-00062 / Task Order HSHQDC-13-J-00026

**D. PACKAGING AND MARKING** – Please refer to the terms of IDIQ Contract No. HSHQDC-09-D-00062.

**E. INSPECTION AND ACCEPTANCE**

**E.1 CLAUSES INCORPORATED BY REFERENCE**

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

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

The following FAR clauses are available in full text at <https://www.acquisition.gov/far/> and are incorporated by reference into this task order:

52.246-4	Inspection of Services – Fixed-Price	Aug 1996
52.246-5	Inspection of Services – Cost Reimbursement	Apr 1984

The following clauses in IDIQ Contract No. HSHQDC-09-D-00062 are applicable to this task order:

- E.3 Scope of Inspection**
- E.4 Basis of Acceptance**
- E.5 Review of Deliverables**

**F. DELIVERIES OR PERFORMANCE**

Please refer to the terms of IDIQ Contract No. HSHQDC-09-D-00062 and Section C, para. 7, Deliverables/Delivery Schedule.

**F.1 Place of Performance.**

Work will primarily be performed at the Contractor's facilities; however, the Government will provide space for at least four members of the Contractor staff at Government facilities.

**G. CONTRACT ADMINISTRATION**

**G.1 Government and Contractor Points of Contact.**

The following sub-sections describe the roles and responsibilities of those individuals who will be the primary points of contact for the Government on matters regarding contract administration.

**a) Government Points of Contact.**

The CO, within the DHS Office of Procurement Operations, has the overall responsibility for the administration of this task order and is the only authorized individual to take actions on behalf of the Government to modify the task order. The CO may delegate certain specific technical and administrative responsibilities to the COR.

**Contracting Officer (CO):**

Name: Keturah Stroy

Phone:

E-mail: (b)(6)

**Contract Level Contracting Officer's Representative (COR):**

Name: Cindy Duong

Phone:

E-mail: (b)(6)

**b) Contractor's Program Manager.**

The Contractor's Program Manager shall act as the central point of contact with the Government for all program-wide technical issues, and will represent the Contractor at all post-award program meetings. The Program Manager shall be responsible for all issue resolution, subcontract oversight, program management, and other contract support.

Name:

E-mail: (b)(6)

**G.2 Preparation of Invoices.**

**1. General.**

a) SF-1034, Public Voucher for Purchases and Services Other Than Personal, shall be prepared and submitted for payments under this task order.

b) Pursuant to the provisions of FAR 42.7 and 42.8, responsibility for cost administration of this task order is assigned to OPO/NPPAD.

c) To ensure timely processing of the Contractor's invoices, an electronic submission of all vouchers shall be forwarded simultaneously to the following:

- 1) Finance Office at [NPPDInvoice.Consolidation@ice.dhs.gov](mailto:NPPDInvoice.Consolidation@ice.dhs.gov)
- 2) CO; and
- 3) Task Order COR.

d) All vouchers submitted to the Government shall delineate:

- 1) Contract number;
- 2) Task order number;
- 3) Applicable CLINs; and
- 4) A summary page identifying amounts for labor (prime and subcontractors), travel, ODCs, and any additional cost elements.

## 2. Invoicing Instructions.

a) Cost reimbursement vouchers shall be submitted in accordance with FAR 52.216-7 (30 days), Allowable Cost and Payment, and must specify, at a minimum, the following information for the billing period:

1. The total cost and fee billed for the current billing period;
2. A breakdown by cost element for the current billing period, the current fiscal year, and the task order to date;
3. The cumulative cost and fee billed for the current fiscal year; and
4. The cumulative cost and fee billed for the task order to date.

b) Current and cumulative costs will be shown at the task level and fees must be shown at the task order level. Fixed fees must be differentiated on cost reimbursable billings.

c) A completion voucher must be submitted for each invoice in accordance with FAR 52.216-7.

d) The Contractor shall map each cost invoiced to the corresponding task/subtask in the statement of work paragraph with the corresponding CLIN in each invoice.

e) The Contractor shall obtain approval from the COR prior to expending any funds for travel in accordance with Base Contract clause H.4 Travel. The Contractor shall provide supporting documentation (receipts) for travel being invoiced during the billing period.

f) The cover or summary page of the invoice shall include a statement similar to the following: "As an authorized corporate official of [name of Contractor], I hereby certify that the above invoiced amount is true and accurate for the period identified herein."

g) Failure to submit a proper invoice will result in rejection of the invoice.

### G.3 Other Direct Costs (ODCs).

Other costs associated with the execution of this effort are authorized at the discretion and approval of the COR and Contracting Officer. The Contractor shall seek advance written approval for all ODCs from the COR and Contracting Officer prior to incurring a commitment for such costs. All materials purchased by the Contractor for the use or on behalf of the Federal Government shall become the property of the Federal Government.

### G.4 Travel.

Travel is required to support participation in meetings, planning, and testing activities. Travel authorization requests must be received by the COR/ACOR two weeks prior to the commencement of Contractor travel. The Government will not reimburse local travel within a fifty (50) mile radius of the assigned worksite.

Contract No. HSHQDC-09-D-00062 / Task Order HSHQDC-13-J-00026

**SECTION H – SPECIAL CONTRACT REQUIREMENTS – Please refer to the terms of IDIQ  
Contract No. HSHQDC-09-D-00062.**

## SECTION I – CONTRACT CLAUSES

The applicable clauses from IDIQ Contract No. HSHQDC-09-D-00062 are in full force and effect for this Task Order.

### I.1 CLAUSES INCORPORATED BY REFERENCE

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

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

The following FAR clause is available in full text at <https://www.acquisition.gov/far/> and is incorporated by reference into this task order:

FAR Clause No.	Title and Date
52.204-2	Security Requirements (August 1996)
52.215-16	Facilities Capital Cost of Money (June 2003)
52.222-50	Combating Trafficking in Persons (February 2009)
52.232-20	Limitation of Cost (April 1984)
52.243-7	Notification of Changes (April 1984) (7 days and 10 days)

#### I.2 FAR 52.217-8 Option to Extend Services (NOV 1999)

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

#### I.3 Option to Extend the Term of the Contract (52.217-9) (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

**I.4 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)**

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

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Months of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d)(1) *Executive compensation of the prime Contractor.* As a part of its annual registration requirement in the Central Contractor Registration (CCR) database (FAR clause 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsr.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique Identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from CCR and FPDS databases. If FPDS information is incorrect, the Contractor should notify the contracting officer. If the CCR database information is incorrect, the Contractor is responsible for correcting this information.

## **1.5 HSAR Clauses (Incorporated in Full Text).**

### **1.5.1 3052.203-70 Instructions for Contractor Disclosure of Violations. (SEP 2012)**

When making a written disclosure under the clause at FAR 52.203-13, paragraph (b)(3), the Contractor shall use the Contractor Disclosure Form at <http://www.oig.dhs.gov> and submit the disclosure electronically to the Department of Homeland Security Office of Inspector General. The Contractor shall provide a copy of the disclosure to the Contracting Officer by email or facsimile on the same business day as the submission to the Office of Inspector General. The Contractor shall provide the Contracting Officer a concurrent copy of any supporting materials submitted to the Office of Inspector General.

**1.5.2 3052.204-70 Security requirements for unclassified information technology resources. (JUN 2006)**

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this task order.

(1) Within 45 days after task order award, the Contractor shall submit for approval its IT Security Plan as part of the Program Management Plan. The plan, as approved by the Contracting Officer, shall be incorporated into the task order as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems); and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the task order, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the task order, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

**1.5.3 HSAR 3052.204-71 Contractor Employee Access (JUN 2006). WITH ALT II (JUN 2006)**

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to

which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (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 CO. Upon the COs 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 CO 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 CO. 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.

**ALTERNATE II  
(JUN 2006)**

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-55 1). Any exceptions must be approved by the Department's Chief Security Officer or designee.

(h) 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 CO.

**1.5.4 Implementing Instructions for HSAR Clause 3052.204-71, "Contractor Employee Access"**

**1. General**

Department of Homeland Security Acquisition Regulation (HSAR) clause 3052.204-71 requires that Contractor personnel requiring unescorted access to Government facilities, access to sensitive information, or access to Government information technology (IT) resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract.

Department of Homeland Security (DHS) policy requires a favorably adjudicated background investigation prior to commencing work on this contract for all Contractor personnel who require recurring access to Government facilities or access to sensitive information, or access to Government IT resources.

Contractor employees will be given a suitability determination unless this requirement is waived under Departmental procedures. Requirements for suitability determination are defined in paragraph 3.0.

**1.1 Additional Information for Classified Contracts**

Performance of this contract requires the Contractor to gain access to classified National Security Information (includes documents and material). Classified information is Government information which requires protection in accordance with Executive Order 12958, National Security Information (NSI) as amended and supplemental directives.

The Contractor shall abide by the requirements set forth in the DD Form 254, 'Contract Security Classification Specification', an attachment to the task order, and the National Industrial Security Program Operating Manual (NISPOM) for protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor is required to have access to classified information at a DHS or other Government Facility, it shall abide by the requirements set forth by the agency.

## **1.2 General Requirement:**

The Contractor shall ensure these instructions are expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this task order.

## **2.0 Contractor Personnel**

### **2.1 Employment Eligibility**

To comply with the requirements HSAR Clause 3052.204-71, and departmental policy, the Contractor must complete the following forms for applicable personnel who will be performing work under this task order as indicated:

- Standard Form (SF) 85P, "Questionnaire for Public Trust Positions."
- FD-258 fingerprint cards.
- DHS Form 11000-6, "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement" (required of all applicable Contractor personnel)
- DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act (FCRA)."

### **2.2 Continued Eligibility**

The CO may require the Contractor to prohibit individuals from working on this task order if the Government deems his/her initial or continued employment contrary to the public interest for security concerns.

### **2.3 Termination**

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

### **3.0 Suitability Determination**

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

Contract employees waiting for an EOD decision may begin work on the task order provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee.

This limited access is to allow Contractors to attend briefings, non-recurring meetings and begin transition work.

#### **4.0 Background Investigations**

Contract employees (to include applicants, temporaries, part-time and replacement employees) working on this task order that require access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the DHS Security Office. Prospective Contractor employees shall submit the following completed forms to the DHS Security Office. The Standard Form 85P will be completed electronically, through the Office of Personnel Management's e-QIP System. The completed forms must be given to the DHS Security Office no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

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

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation.

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) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
- (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (3) The waiver must be in the best interest of the Government.

#### **5.0 Information Technology Security Clearance**

When sensitive Government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

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.

#### 6.0 Information Technology Security Training and Oversight

Before receiving access to IT resources under this task order contract the Individual must receive a security briefing, which the COR will arrange, and complete any nondisclosure agreement furnished by DHS.

#### 7.0 References

##### 7.1 DHS Office of Security

DHS, Office of Security  
Personnel Security Staff  
Attn: Ora Smith  
Washington D.C. 20528  
Phone: (b)(6)

#### 1.5.5 HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (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 the acquisition described in subsection (b)(1) of Section 835 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 four (4)-year period beginning on the date which is two (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 3009.104-70 through 3009.104-73;

It is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, 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 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(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.

#### **1.5.6 HSAR 3052.209-72 Organizational Conflict of Interest (JUN 2006)**

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more Offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting is described as follows:

Any Contractor, subcontractor, Contractor teaming partner, or consultant who, since September 11, 2001, has been involved in providing advice or professional services to the Government under a Government contract or task order relating to the NCS, the Office of the Manager (OMNCS), or any of the NCS related committees, programs, or initiatives, could potentially have a conflict of interest in the anticipated acquisition. Such involvement may include, but is not limited to participation in the following activities:

- Preparation of internal Government documentation related to planning, programmatic, technical, budgetary, or acquisition activities of the NCS.

- Development of draft policies and proposed solutions related to the NCS and its programs and initiatives.
- Development of NCS requirements documents for Government needs.
- Access to source selection sensitive or proprietary information.
- The SETA Contractor hereby acknowledges that organizational conflict of interest (OCI) concerns prohibit it from bidding, or participating as a subcontractor in another's bid, on the IXC Recompete/Project 409.

(b) If any such conflict of interest is found to exist, the CO may (1) disqualify the Offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the Offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the Offeror, the CO may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the Offeror may be found ineligible for award.

(c) Disclosure: The Offeror hereby represents, to the best of its knowledge that:

(1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

(2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an Offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the Offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the CO may require further relevant information from the Offeror. The CO will use all information submitted by the Offeror, and any other relevant information known to DHS, to determine whether an award to the Offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful Offeror shall inform the CO within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestitures that may affect this provision.

(g) Flow-down. The Contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

#### **1.5.7 HSAR 3052.209-73 Limitation of Future Contracting (JUN 2006)**

(a) The CO 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 Subpart 9.5 - Organizational Conflicts of Interest.

(b) The nature of this conflict is: Any Contractor, subcontractor, Contractor teaming partner, or consultant who, since September 11, 2001, has been involved in providing advice or professional services to the Government under a Government contract or task order relating to the NCS, the Office of the Manager (OMNCS), or any of the NCS related committees, programs, or initiatives, could potentially have a conflict of interest in the anticipated acquisition. Such involvement may include, but is not limited to participation in the following activities:

- Preparation of internal Government documentation related to planning, programmatic, technical, budgetary, or acquisition activities of the NCS.
- Development of draft policies and proposed solutions related to the NCS and its programs and initiatives.
- Development of NCS requirements documents for Government needs.
- Access to source selection sensitive or proprietary information.

(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 that 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 CO 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 statements 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.

#### **I.5.8 HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)**

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract 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 Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the 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 Contracting Officer approves the change.

Key Personnel:

(b)(6)

**SECTION J - LIST OF ATTACHMENTS – THERE ARE NO ATTACHMENTS AT TIME OF AWARD.**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 48

2. AMENDMENT/MODIFICATION NO.  
P00001

3. EFFECTIVE DATE  
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY  
CODE  
DHS/OPO/NPPAD/CS&

7. ADMINISTERED BY (if other than Item 6)  
CODE  
DHS/OPO/NPPAD/CS&

U.S. Dept. of Homeland Security  
Office of Procurement Operations.  
NPPD Acquisition Division  
245 Murray Lane, SW  
Building 410  
Washington DC 20528

U.S. Dept. of Homeland Security  
Office of Procurement Operations  
NPPD Acquisition Division  
245 Murray Lane, SW  
Building 410  
Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION  
CYBER AND INFORMATION SOLUTION COMP  
6841 BENJAMIN FRANKLIN DRIVE  
COLUM BIA MD 21046  
CO 1710 SAIC DRIVE MS 2-2-6  
MCLEAN VA 22102

9A. AMENDMENT OF SOLICITATION NO.  
(X)

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
X HSHQDC-09-D-00062  
HSHQDC-13-J-00026

10B. DATED (SEE ITEM 13)  
01/25/2013

CODE 8782112830000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.204-2 "Security Requirements" (Jan 2013) and Executive Order (E.O.) 13495
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 878211283+0000

The purpose of Modification P00001 is to incorporate the following:

- 1) Revised Statement of Work (SOW).  
Page 36, "EO 12958" is obsolete and is corrected to read "EO 13526". Page 39, "Attn: Ora Smith" is deleted in its entirety.
- 2) DD Form 254 is incorporated into Section J.
- 3) Incorporate the following FAR Clause by reference into Section I: FAR 52.222-17 "Nondisplacement of Qualified Workers" (JAN 2013)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SUSAN D. EICHER	18B. UN (b)(6)	18C. DATE SIGNED 1 Feb 13
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**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSHQDC-09-D-00062/HSHQDC-13-J-00026/P00001

PAGE OF  
 2 48

NAME OF OFFEROR OR CONTRACTOR  
 SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	4) The Task Order is reissued in its entirety for administrative ease.  5) This Modification P00001 is executed at no increase in cost, fee or price to Task Order HSHQDC-13-J-00026.  6) All other terms and conditions remain unchanged. AAP Number: 60362 DO/DPAS Rating: NONE Period of Performance: 01/28/2013 to 01/27/2015				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   2
<b>2. AMENDMENT/MODIFICATION NO.</b> P00002	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b>	<b>5. PROJECT NO. (if applicable)</b>
<b>6. ISSUED BY</b> U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	<b>CODE</b> DHS/OPO/NPPAD/CS&	<b>7. ADMINISTERED BY (if other than Item 6)</b>	<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b> SCIENCE APPLICATIONS INTERNATIONAL CORPORATION CYBER AND INFORMATION SOLUTION COMP 8841 BENJAMIN FRANKLIN DRIVE COLUM BIA MD 21048 CO 1710 SAIC DRIVE MS 2-2-6 MCLEAN VA 22102		<b>(x) 9A. AMENDMENT OF SOLICITATION NO.</b>	
<b>CODE</b> 8782112830000 <b>FACILITY CODE</b>		<b>9B. DATED (SEE ITEM 11)</b>	
		<b>x 10A. MODIFICATION OF CONTRACT/ORDER NO.</b> HSHQDC-09-D-00062 HSHQDC-13-J-00026	
		<b>10B. DATED (SEE ITEM 13)</b> 01/25/2013	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 10, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<b>X</b>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 Bilateral Modification</b>
	<b>D. OTHER (Specify type of modification and authority)</b>

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 878211283+0000

The purpose of this modification is the following:

(1) Revise the DD254 to incorporate the following language:

The contractor (SAIC) must have the capability to store SECRET material at the 1710 SAIC Dr. McLean, VA 22102 location. Contractor personnel assigned to this task order must possess access to Secret or Top Secret and/or Top Secret /Sensitive Compartmented Information (SCI), access to SCI will be at DHS facilities only.

All other term and conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>9A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Caturah Stroy	<b>16C. DATE SIGNED</b> 6/18/2013
(b)(6)	(b)(6)

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSHQDC-09-D-00062/HSHQDC-13-J-00026/P00002PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	AAP Number: N/A DO/DPAS Rating: NONE Period of Performance: 01/28/2013 to 01/27/2015				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 12/03/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPAD/CS&	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORPORATION CYBER AND INFORMATION SOLUTION COMP 6841 BENJAMIN FRANKLIN DRIVE COLUM BIA MD 21046 CO 1710 SAIC DRIVE MS 2-2-6 MCLEAN VA 22102		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 8782112830000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00062 HSHQDC-13-J-00026	9B. DATED (SEE ITEM 11)
		10B. DATED (SEE ITEM 13) 01/25/2013	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 878211283+0000

The purpose of this modification is to add Giang Huynh as the Alternate Contracting Officer's Representative:

Giang Huynh

(b)(6)

All other term and conditions remain unchanged.

AAP Number: N/A DO/DPAS Rating: NONE

Period of Performance: 01/28/2013 to 01/27/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Keturah Stroy
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED (b)(6)
	16C. DATE SIGNED 12/3/2013