TO: Award Holders under the Program Support Services in Support of DHS National Programs and Protection Division (NPPD) Office of Infrastructure Protection (OIP) Multiple Award IDIQ Contracts

SUBJECT: REQUEST FOR QUOTATION (RFQ) – HSHQDC-10-Q-00294

ISSUED: August 16, 2010

The Department of Homeland Security (DHS) is considering issuing a Labor Hour (LH) Task Order with Reimbursable Costs. This will be a single award utilizing one of the DHS Multiple Award IDIQ contracts awarded under the Program Support Services in Support of DHS National Programs and Protection Division (NPPD) Office of Infrastructure Protection (OIP) in accordance with the Federal Acquisition Regulations (FAR) Subpart 16.505.

The purpose of this task order is to provide the Office of Infrastructure and Protection (OIP), Contingency Planning and Incident Management Division (CPIMD) with Infrastructure Protection Readiness Project Management Support for HSEEP Compliant Exercises. The proposed base period of performance will be one (1) year from date of award with two (2) 1-year options.

The Statement of Work (SOW) for the required services is included herein and will be procured in accordance with the IDIQ Award and FAR 16.505 Ordering procedures. You are strongly encouraged to offer discounted pricing from your established IDIQ contract prices.

QUOTATION CONTENT AND SUBMISSION INSTRUCTIONS

Each quotation submitted in response to this solicitation shall be prepared in two (2) separate electronic documents, individually titled:

- Volume I - Technical Quotation
- Volume II - Price Quotation

Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other. The quotations shall be submitted electronically to the Contract Specialist at Michelle.Marantz@dhs.gov.

Electronic copies of your quotation are due no later than 12:00 pm Eastern Standard Time, on Monday, August 23, 2010. The electronic version shall be submitted using the PDF files except for an Excel spreadsheet for pricing. Pricing spreadsheets that are submitted in a very small font size and are not reasonably legible may be considered as unacceptable and grounds for
exclusion from further consideration. The Excel spreadsheet must be in MS Office version 2003.

Quotation shall be prepared in 12-Point Times New Roman font, single line spacing, 1-inch margins, and 8-1/2 x 11 inch paper. Tables, figures, and graphs may use Arial, 10 point font, single-spaced.

Quotations not received by the time and date specified and in the manner specified may be considered non-responsive and eliminated from further consideration. If you do not wish to participate in this acquisition, please submit a “no quote” response. Any questions regarding this RFQ shall be submitted by email to the Contract Specialist no later than Wednesday, August 18, 2010 at 12:00 noon. The question format shall be in Microsoft Word.

To be considered timely, electronic copies of quotation submitted must be received at the specified email address(es) no later than 12:00 noon EST on Monday, August 23, 2010. The Government will notify you of receipt of the electronic copies by reply e-mail.

All quotation submissions must include the following information (preferably to be provided on the quotation submission cover letter):

   a) Dun & Bradstreet Number (DUNS)
   b) North American Industrial Classification System (NAICS) Code:
   c) Standard Product Code
   d) Contact Name
   e) Contact Email address
   f) Contact telephone and fax number
   g) Complete business mailing address

VOLUME I - TECHNICAL QUOTATION:

The technical quotation volume must not contain any reference to pricing information; however, resource information [such as data concerning personnel, labor hours and categories, and subcontracts] must be contained in the technical quotation so that the Offeror’s understanding of the requirements can be evaluated.

The Offeror’s technical submission shall demonstrate the firm’s capability to perform the requirements outlined in the RFQ. Offerors shall provide a technical quotation that includes the following six (6) factors:

   A. Previous demonstrated exercise support experience/ Past Performance
   B. Overall technical approach/ Proposed methodology/ Demonstrated understanding of the scope of work and the requirements
   C. Capability and Experience of Key Personnel
   D. Capability and Experience of non-Key Personnel
   E. Task Management and Corporate Support Capability
   F. Quality Control
FACTOR 1: PREVIOUS DEMONSTRATED EXERCISE SUPPORT EXPERIENCE/PAST PERFORMANCE

The offeror shall provide project descriptions for a minimum of three and a maximum of 5 other similar or comparable efforts performed during the past five years which demonstrate successful performance and the ability to organize and administer these projects, as well as, the ability to produce similar types of exercise support. Description must include names, titles, and phone numbers of project reference contacts, as well as approximate project dollar amount, level of staffing, and duration. Relevant information to substantiate and or document past performance may include: records of conforming to contract requirements and to standards of good workmanship; records of forecasting and controlling costs; adherence to contract schedules, including the administrative aspects of performance; history of reasonable and cooperative behavior and commitment to customer satisfaction; and business-like concern for the interest of the customer. The description should also indicate if the project was performed by any of the personnel proposed for this project, and the role and time commitment of the personnel on the referenced project. The description shall also state why the project is considered relevant.

FACTOR 2: OVERALL TECHNICAL APPROACH/PROPOSED METHODOLOGY/DEMONSTRATED UNDERSTANDING OF THE SCOPE OF WORK AND THE REQUIREMENTS

The offeror shall provide responses which address each of the requirements as listed in Section C. Detailed responses to each of these requirements shall provide an explanation indicating offeror's ability and proposed methodology to be utilized to meet each requirement. Responses shall not be a restatement of the requirement but shall be comprehensive, well-conceived, and include detailed approaches to accomplishing the tasks and providing the deliverables. The offeror shall include specific responses which demonstrate the capability and proposed methodology to meeting the following mandatory requirements:

a. An understanding of the technical characteristics, variations, and methodology of the Homeland Security Exercise and Evaluation Program described in this procurement; methods to be used to develop exercises, stated in terms of the various features, ingenuity and planning characteristics.

b. Understanding of HSEEP planning process; specific approach and methods to be used to accomplish both in accordance with the program office and the unique private sector requirements.

c. Understanding of the requirement for safe handling of all source materials; specific methods to be used to ensure that all source materials will be handled in accordance with the DHS handling requirements.

d. Identify any technical barriers that would conceivably be encountered in pursuing the required work, and provide specific proposals/actions that demonstrate how these barriers will be overcome.
FACTOR 3: CAPABILITY AND EXPERIENCE OF KEY PERSONNEL

Key personnel requirements as indicated in the SOW are defined as follows:

Project Manager
Task Manager
Senior Exercise Specialists

Offeror shall identify proposed key personnel and shall provide detailed resumes which indicate particular expertise and experience in areas relevant to work of the project. For each proposed team member, offeror must state the level of skill, proposed role on project, employment status, and time commitment to the project. If proposed project staff is not currently employed by the offeror, a letter of intent from those individuals is required to be submitted with the proposal.

FACTOR 4: CAPABILITY AND EXPERIENCE OF NON-KEY PERSONNEL

Offeror shall identify proposed non-key personnel and shall provide detailed resumes which indicate particular expertise and experience in areas relevant to work of the project. For each proposed team member, offeror must state the level of skill, proposed role on project, employment status, and time commitment to the project. If proposed project staff is not currently employed by the offeror, a letter of intent from those individuals is required to be submitted with the proposal.

FACTOR 5: TASK MANAGEMENT AND CORPORATE SUPPORT CAPABILITY

The offeror shall submit a plan for managing and staffing all phases of this effort as described in Section C. The offeror shall provide an organization chart which illustrates the relationships of the proposed team members for the purposes of this project and which illustrates how the proposed team is integrated into the offeror's organization.

The task management plan shall demonstrate an understanding of pace of work, production levels and requirements, delivery schedules, and delivery requirements for the project and shall describe the approach and methods to be used to accomplish them including sample or mock plans, delivery documents, tracking mechanisms, etc.

(The task management plan and samples are not included in the proposal page count and have a separate page count limit which is not to exceed 15 pages).

A summary description of the capabilities and adequacy of corporate resources and staff to provide technical support and backup to the proposed project team shall be provided.

FACTOR 6: QUALITY CONTROL

The offeror shall submit a detailed Quality Assurance Plan. In the plan, the offeror shall describe the methods and staffing to be used to review all documents, multimedia, texts, and archive files before delivery to the government to ensure that the delivery and accuracy requirements are met. The Plan shall address quality control procedures for handling reworked materials that are deemed unacceptable.
The Plan shall demonstrate the offeror's understanding of the accuracy requirements and shall describe specific methods and approach to be used to accomplish these requirements. Samples of logs, report and other documents relevant to the quality assurance procedure shall be included.

(The Quality Assurance Plan and samples are not included in the proposal page count and have a separate page count limit which is not to exceed 6 pages).

**Page Limitation:** The technical quotation submission shall be limited to 35 pages, excluding the resumes for proposed key personnel, Task Management Plan, and Quality Assurance Plan.

Offerors shall not include any price information in the technical quotation.

**VOLUME II - PRICE QUOTATION:**

The Offeror shall submit a price quotation separate from the technical quotation.

The price quote shall include the following:

a) Completed and signed copy of the SF-18 (Request for Quotation).

b) One copy of your fixed hourly rates based on your DHS Program Support Services IDIQ contract. The Fixed Hourly Rates shall be fully burdened and include all cost (direct and indirect), overhead, and profit.

c) Off site rates for proposed labor categories, (Prime and Subcontractor) as indicated in Table 1 below. Each offeror must complete Table 1 and/or similar spreadsheet and return with their price quotation submission.

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| Position | | | |
|----------|---------------------------|-------------|
| Project Manager (Key Personnel) | 465 | | |
| Task Manager (Key Personnel) | 1860 | | |
| Senior Exercise Specialist (Key Personnel) | 9300 | | |
| Administrative Specialist | 3720 | | |
| Data Analyst | 6510 | | |
| Requirements Analyst II | 6975 | | |
| Requirements Analyst III | 5580 | | |
| Senior Facilitator | 930 | | |

d) A complete price breakdown of each task, which explains the development of the proposed T&M costs (including labor categories, number of hours and corresponding fully loaded labor rates, as well as, identify any other direct costs expenses and/or travel expenses).

e) Submit on a separate page, labor categories and labor hours (without the labor rate) for each task and a description of the labor categories proposed.
d) The Offeror is strongly **encouraged** to offer discounts off your IDIQ contract rates. Identify by percentage any discounts or price reductions offered.

e) Any quotation received with proposed other direct costs in excess of $3,000.00 must include a detailed itemization of proposed costs (i.e. description, quantity, unit price, etc).

**Page Limitation:** There is no page limitation on the price quote submission.
**Price Quotation (Volume II)**

The Offerors proposed pricing will be evaluated against the Independent Government Cost Estimate (IGCE). The Government expects to receive price competition through the submission of several price quotations.

In evaluating price, the Government will consider the level of effort and the mix of labor proposed to perform a specific task being requested and for determining that the total price is reasonable in accordance with FAR Subpart 16.505.

The Government will validate that any information provided in other parts of the quotation is consistent with the information provided in the price quotation. Any inconsistencies will be noted and may adversely affect the quotation evaluation.

The Government will evaluate price quotation for award purposes by adding the total price for all options to the price for the base requirement. Evaluation of options does not obligate the Government to exercise the options.

If you have any questions regarding this material, please contact the Contract Specialist, Michelle Marantz, at 202-447-5818 or via email: Michelle.Marantz@dhs.gov.

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Cynthia F. Brown, Contracting Officer  
Department of Homeland Security (DHS)  
Office of Procurement Operations (OPO)

**Enclosures:**

SF 18 Request for Quotation (5 pages)  
Statement of Work (25 pages)  
Past Performance Questionnaire (5 pages)
REQUEST FOR QUOTATION

I I

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OF PAGES

(THIS IS NOT AN ORDER)

THIS RFQ IS NOT A SMALL BUSINESS SET ASIDE

RATING

REQUEST NO ,

1. REQUEST NO

2. DATE ISSUED

3. REQUISITION/PURCHASE REQUEST NO

4. CERT. FOR NAT. DEF. UNDER BOSA REG. 2 AND/OR OMS REG. 1

5a. ISSUED BY

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

5b. FOR INFORMATION CALL: (We omit calls)

6. DELIVERY BY (Date)

7. DELIVERY

FOB DESTINATION ■ OTHER

8. DESTINATION

NAME OF CONSIGNEE
Department of Homeland Security

9. ISSUED BY

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

10. PLEASE FURNISH QUOTATIONS TO

NAME AND ADDRESS OF QUOTER

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

IP/CPIMD

TAS: 7010/110565

The purpose of this RFQ is to procure IP

Readiness Project management support for HSIIP

exercises to Contingency Planning and

Incident Management Division (CPIMD).

These services are to be procured under a single,

hybrid labor hour and firm fixed-price task order

awarded against the NPPD/ IP Program Support

Services Multiple Award IDIQ.

Period of Performance for this requirement will

be twelve (12) months from date of award, plus
Continued ...

12. DISCOUNT FOR PROMPT PAYMENT

a. 10 CALENDAR DAYS (%) b. 20 CALENDAR DAYS (%) c. 30 CALENDAR DAYS (%) d. CALENDAR DAYS NUMBER PERCENTAGE

13. NAME AND ADDRESS OF QUOTER

NOTE: Additional provisions and representations ■ are not attached

NAME OF QUOTER

STREET ADDRESS

CITY

STATE

ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

NAME (Type or print)

TELEPHONE

AREA CODE

TITLE (Type or print)

NUMBER

15. DATE OF QUOTATION

1200 ES

08/20/2010

STANDARD FORM 18 (REV. 6-95)

Prepared by GSA - FAR (48 CFR) 53.215-1(e)

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition not usable

08/16/2010

RNCP-10-00051
two (2) additional one year option periods.
Submit questions to Michelle Marantz no later than Wednesday, August 18, 2010 by 12:00 PM.
Submit quotes electronically to Michelle Marantz no later than Monday, August 23, 2010 by 12:00 PM.
DO/DARS Rating: NONE

0001 Labor
Base Period
Infrastructure Protection Readiness Project Management Support for HSEEP Compliant Exercises
IAW SOW 5
Labor Hour
Period of Performance: One year from award

0002 Other Direct Costs (ODCs)
Base Period
IAW SOW 9
Cost Reimbursable
Period of Performance: One year from award

0003 Travel
Base Period
IAW SOW 8
Cost Reimbursable
Not To Exceed $121,000.00
Period of Performance: One year from award

0004 Transition Management
Base Period
IAW SOW 4.4
Labor Hour
Period of Performance: One year from award

0005 Surge
Base Period
IAW SOW 4.5
Labor Hour
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1. Background

The Infrastructure Protection (IP) Readiness mission is to prepare IP staff and stakeholders for their roles and responsibilities in support of critical infrastructures and key resources (CIKR) incident prevention, protection, response, and recovery through the planning, coordination and development of preparedness activities that target gaps in performance and expectations. IP Readiness was developed in accordance with IP and DHS strategic goals and objectives that emphasize preparedness and collaboration with external partners. IP Readiness continues to evolve with emerging missions as annotated in the IP Readiness Mission Needs Statement. IP Readiness is required to increase IP Incident Management (IM) capacity in accordance with the National Response Framework (NRF) and National Infrastructure Protection Plan (NIPP). The focus is to continue to improve internal IP IM proficiency, and to expand IP Readiness to include other CIKR federal, state, and the CIKR private sector partners.

IP Readiness bears responsibility for executing a formal IM training and exercise program in coordination with both internal IP divisions and external security partners. The target audience for training and exercises includes multiple DHS components, as well as federal, state and CIKR private sector partners. The estimated annual throughput of participants attending IP Readiness events is well over several hundred each year. IP must train and exercise all these CIKR partners to better understand and execute their incident management roles which include maintaining situational awareness, assessing and analyzing CIKR data, sharing pertinent information internally and externally, and responding to requests for information and assistance. While each IP Division is responsible for execution of training to meet the day-to-day functional requirements of the division, the IP Readiness fills the capability gap for incident response. This requires a separate and unique set of knowledge, skills and abilities involving the ability to work as an assigned member of a team to quickly obtain, analyze, and disseminate critical information in an emergency situation.

The IP Readiness Project goals listed below are closely aligned with IP Strategic Goal 5—“Provide a foundation for continuously improving national CIKR preparedness.”

**Goal 1:** Fully integrate IP mission participation into the National Exercise Program (NEP) and ensure IP capabilities for readiness and incident management are closely coordinated with our security partners at the national, regional and CIKR sector-level.
Goal 2: Train, exercise and qualify all designated IP incident management personnel and select CIKR Private Sector partners to perform their assigned duties in support of NIPP and NRF.

Goal 3: Continually evaluate, monitor and report on IP Readiness to IP Senior Leadership.

Goal 4: Fully implement a performance management structure so that Readiness goals and objectives are linked to and inform all investment and resource allocation activities.

Looking forward over the next three years, the Readiness Project plans to accomplish the following objectives:

Serve as focal point within IP on all issues and activities related to readiness of IP components to respond effectively to an incident.
Serve as the IP focal point for coordination of readiness responsibilities with external partners that support the IP Readiness mission.
Develop and oversee multi-year IP Readiness Training and Exercise Plans.
Initiate analyses and studies that support IP readiness, training and exercise functions.
Develop, coordinate and facilitate all IP incident management-related training and exercises to include formal training, internal drills and IP participation in the NEP.
Evaluate IP performance during training, drills, and exercises.
Design, develop and implement an IP Readiness Reporting System.
Fully implement a performance management structure so that Readiness goals and objectives are linked to and inform all investment and resource allocation activities.

Project performance goals and metrics are focused on the successful resolution of incident management issues, the level of qualification of IP staff and CIKR partners resulting from participation in training and exercise activities, and the number of personnel who successfully accomplished CIKR incident management target capabilities during NEP events and DHS exercises. After Action Reports (AARs) and Improvement Plans provide a key tool for tracking IP incident management capability performance gaps and measuring completion of successful preparedness objectives. The AAR assigns responsibility for correcting deficiencies or shortcomings observed during a given exercise. Through this process, evaluation identifies improvement opportunities, and improvement planning provides a disciplined process for implementing corrective actions.

SECTION III- DELIVERABLES OR PERFORMANCE

1. Period of Performance
The period of performance shall be one (1) year from the date of award, plus two (2) additional one year option periods. The total period of performance shall not be longer than three (3) years and six (6) months.

2. Place of Performance
Principal place of performance shall be in the National Capital Region and various Continuity of Operations Program (COOP) locations.

3. Hours of Operation

Procurement Sensitive
Source Selection Information – See FAR 2.101 and 3.104
Normal duty hours will range from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding government holidays, unless otherwise required by the COTR.

4. Specific Tasks:

4.1. Project Management

The Contractor shall designate an individual to serve as the Contractor Project Manager (key personnel) for this task order. The Contractor Project Manager shall control performance and cost expenditures and serve as the primary contact between the contractor and the government point of contact for contract administrative management. The Project Manager and any individuals designated to act in that capacity shall have full authority to contractually bind the Contractor. The estimated level of effort for this support is not to exceed 120 hours for each quarterly period of performance. The contractor shall collect, maintain, and collate the project management data necessary for comparison of contractor progress and status. At a minimum, this data shall include:

a. The project schedule showing any proposed changes, the reasons for changes, and the potential impact on the program.
b. Personnel reassignment impacting the effort.
c. Funds expended. This section shall include a summary of the number of labor hours worked by labor category and the costs incurred on a monthly basis.

Deliverables for this task shall include: (1) quarterly program reviews in accordance with contractor standard formats 5th day of the first month in each quarter; (2) a quarterly task performance progress report 5th day of the first month in each quarter; (3) a quarterly report format and content outline 10 business days after award for government review and approval.

4.2. Task Management

The Contractor shall designate an individual to serve as the Task Manager (key personnel) for this task area. The Contractor shall perform continual project management and shall provide a Task Manager who shall be physically on-site during regular duty hours. The Task Manager shall conduct overall management coordination and shall be the central point of contact with the Government for performance of all work under this task area. A Contractor employee shall be designated, in writing, to act for the Task Manager when work is being performed during the Task Manager’s absence. The Task Manager and any individuals designated to act in that capacity shall have full authority to contractually bind the Contractor for prompt action on matters pertaining to execution of the contract.

The contractor shall collect, maintain, and collate the management data necessary for comparison of contractor progress and status. At a minimum, this data shall include:

a. Description of activities and deliverable during the current month for the effort. The descriptions shall include problem definitions and recommendations for problem resolutions. Particular attention shall be given to risk management activities.
b. Trips, technical visits and related results.
c. Planned activities for the next month including data to be submitted.
d. Personnel reassignment impacting the effort.

Procurement Sensitive
Source Selection Information – See FAR 2.101 and 3.104
Deliverables for this task area shall include: (1) a monthly task performance progress report (15th day of the month); (2) a monthly report format and content outline 10 business days after award for government review and approval, and (3) Draft Task Order Management Plan 15 days after award.

4.3. IP Exercise Planning, Coordination, Development and Execution

The contractor shall coordinate IP's participation for the NEP, Cabinet Level Exercises, DHS-directed National Level Tier I and II exercises such as Top Officials (TOPOFF), Ardent Sentry, Vigilant Shield, Regional and PFO/JFO exercise series. The contractor shall coordinate IP's internal exercise program that support National Infrastructure Protection policies, plans and programs to protect CIKR, IP incident management exercises, and other related internal/external DoD and DHS exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).

Deliverables for this task area should include HSEEP compliant planning, coordination, development, execution and AAR materials for each HSEEP event. IP will participate on an annual basis in one (1) Tier I level exercises, three (3) Tier II exercises and seventeen (17) Tier III/IV Level exercises. (It is anticipated the Tier III/IV level exercises will be CIKR specific. For Each Tier I and Tier II exercise IP will conduct at a minimum 2 operational level preparatory HSEEP building block events.)

The contractor shall provide all materials associated with task area. Specific requirements shall include:

4.3.1. IP Exercise Planning. The contractor shall participate in inter-agency exercise planning conferences, working groups and meetings to gather and share information with other agency exercise coordinators and participants. The exercise planning events typically include an initial planning conference, mid-planning conference, a scenario inject review, and final planning conference. The contractor shall provide Infrastructure Protection expertise participation to meetings with input from IP division exercise representatives to prepare for IP exercises and discuss status of IP exercise coordination efforts. The contractor shall plan and participate in all IP exercise events throughout CONUS and OCONUS.

_HSEEP planning events for a National Level Tier I and II exercise typically include initial planning conference, mid-planning conference, a scenario inject development, and final planning conference. The contractor shall provide Infrastructure Protection expertise participation to meetings with input from CIKR Private Sector and IP representatives to prepare for IP’s participation in the exercises and discuss status of IP exercise coordination efforts._

4.3.2. IP Exercise Development and Execution. The contractor shall develop, coordinate, and execute IP Exercises. The contractor shall develop and conduct exercise preparation to include developing seminars, workshops, tabletop, functional, and full-scale exercises to prepare IP participants for internal and external team events. The contractor shall develop exercise related documents, _i.e._, summaries, synopses, hot washes, after-action reports, and improvement plans. It is anticipated that 2 IP Incident Management preparatory exercises utilizing an iterative HSEEP building block approach for exercises shall be conducted during the period of performance of this effort.

4.3.3. CIKR Private Sector Exercise Support. The contractor shall coordinate the Private Sector’s participation for the NEP, National Level Tier I/II and IP sponsored Tier III/IV exercises such as,

_Procurement Sensitive_

_Source Selection Information – See FAR 2.101 and 3.104_
Private Sector exercise planning events for a National Level Tier I exercise typically include managing the Private Sector exercise invite and marketing campaign, initial planning conference, mid-planning conference, a scenario inject development, and final planning conference for both the national working group and multiple regional working groups. The contractor shall provide Infrastructure Protection expertise participation to meetings with input from the Private Sector, IP and the DHS Private Sector Office representatives to prepare for their participation in the exercises and discuss status of IP exercise coordination efforts.

The contractor shall plan and participate in Private Sector exercise events throughout CONUS and OCONUS.

**IP Hosted Tier II Exercise Planning.** On a Tri-Annual basis the contractor shall provide HSEEP compliant support in leading and managing the planning efforts for a Tri-Annual IP Tier II inter-agency exercise. The first IP Tier II exercise is tentatively planned to be conducted in 2011. The exercise planning events typically include an initial planning conference, mid-planning conference, a scenario inject review, and final planning conference.

**IP Hosted Tier II Exercise Development and Execution.** On a Tri-Annual basis the contractor shall develop, coordinate, and execute a Tier II IP hosted interagency exercise. The first planned IP Tier II exercise shall be conducted in 2012. The contractor shall develop and conduct exercise preparation to include developing seminars, workshops, tabletop, functional, and full-scale exercises to prepare IP participants for internal and external team events. The contractor shall develop exercise related documents, *i.e.*, summaries, synopses, hot washes, after-action reports, and improvement plans. It is anticipated that two IP Incident Management preparatory exercises utilizing an iterative HSEEP building block approach for exercises shall be conducted during the period of performance of this effort.

**4.3.4. IP Exercise Evaluations.** The contractor shall report on all IP Exercise Evaluations through After Action Reports. The contractor will develop an HSEEP compliant Observer/Evaluator (O/E) plan for every operational exercise IP participates in. The contractor will draft a HSEEP compliant AAR and Improvement Plan for every operational exercise IP participates in. The contractor shall also conduct two CIKR Private Sector conferences (e.g., San Diego and Boston) as a means to report and communicate the results/lessons learned from various exercises supported under this effort with the 18 Sector Specific Agencies.

**The Office of Infrastructure Protection Sector-Specific Tabletop Exercise Program (IP-SSTEP)** Targeting each specific sector and its unique issues and facilities the IP-SSTEP provides readily available, all-hazards, easily modified "prepackaged" exercises to utilize off-the-shelf. It will create opportunities for public and private CIKR stakeholders and their public safety partners to focus on gaps, threats, issues, and concerns affecting their sector. Participants gain an understanding of the
issues they may face prior to, during, and after an event creating an ownership in critical infrastructure and key resource protection and security.

**IP Exercise Working Group Support.** The contractor shall provide management assistance to the IP Exercise Working Group (EWG); a group established to ensure interoffice collaboration, cooperation, and coordination for HSEEP exercises. The contractor shall present efforts undertaken during this task and discuss the status of exercise coordination efforts and IP EWG initiatives. The contractor shall participate in the technical EWG by sharing data developed and gathered in support of this effort, analyzing material presented and discussed during the EWG meetings/workshops, and disseminating proceedings that compile research presented.

### 4.4. Transition Management

The transition-in phase shall identify those actions, plans, procedures, and timelines necessary to ensure a smooth transition from contract start date to full operational status by the Contractor. The Contractor shall continue to perform contract requirements during the period between the initial decision date and completion of the phase-in transition period. The Government will provide the Contractor office space and telephone access as available. The phase-in transition period shall begin at date of contract award and shall conclude 30 days later. Upon completion of the phase-in transition period, the Contractor shall assume full operating accountability and responsibility.

The contractor shall develop, document and monitor the execution of a transition-out plan that may be used to transition tasks and materials to a new contractor, or to the government, in the event of a follow-on contract or task order. The plan will incorporate an inventory of all services and materials developed that will be required to fully perform the services provided under this task order. The plan will include a schedule of briefings, including dates and times and resources allotted, that will be required to fully transition all materials developed to the follow-on contractor and will provide the names of individuals that will be responsible for fully briefing their follow-on counterparts. The plan is to ensure that the follow-on contractor or the government will be provided with sufficient information and be fully briefed at least 30 days before the current expiration date of the task order, to provide adequate time for the new contractor to have their personnel completely familiar with the requirements and in place on the turnover date. The contractor shall plan for a 30 day transition period. The plan shall provide the contact information for contractor individuals who will be assigned to the transition team and identify their roles in transition.

The contractor shall participate in transition meetings with the project 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 in contractor support.

The transition plan is due to the Government 120 days prior to the expiration date of the task order.

### 4.5. Surge

The government anticipates additional support for Incident Management may be required during the performance of this contract. During incidents or significant events, the contractor shall provide additional support as directed by the Government. Staff must be deployable, and trained to support critical IP field functions within the JFO, emergency operations centers, Regional Coordination Centers and/or FEMA field operations.

*Procurement Sensitive Source Selection Information – See FAR 2.101 and 3.104*
offices within the 55 states and territories of the United States. When operational conditions require staffing 24 hours a day/7 days a week (e.g., Secondary and Tertiary Shifts) to support incident management operations, the contractor shall provide seasoned, knowledgeable personnel with the necessary security clearances in hand to augment Government staff in order to provide all necessary support to IP IM Operations, Planning, Government Continuity of Operations (COOP), and Exercises. The estimated level of effort for this surge support is not to exceed 600 hours for the one-year base period and 600 hours for each of the one-year option periods.

5. Personnel

5.1. Key Personnel

Project Manager (or equivalent) Requires a Masters degree in business or (or comparable experience), with 20 years' experience of which a minimum of 10 years must be specialized in managing projects, contracts, funds, and resources, must be project manager certified (Industry standard is Program Management Institute (PMI)). Not to exceed 40 labor hours per monthly invoice.

The Project Manager shall primarily be located at the contractor's facility within the National Capital Region.

Task Manager (or equivalent) A Masters degree in management or (or comparable experience), project manager certified within 90 days of award (Industry standard is Program Management Institute (PMI)) and a minimum of 10+ years of demonstrated expertise in the areas of project management. Additionally a minimum of 5 years experience planning and executing HSEEP Compliant or Department of Defense comparable exercises.

The Task Manager shall primarily be located at the government’s facility within the National Capital Region and various COOP locations.

Senior Exercise Specialists
A Bachelor's degree with 15 years experience of which a minimum of 6 years must be specialized in the designing, planning and executing HSEEP Compliant or Department of Defense comparable exercises.

All Senior Exercise Specialists shall primarily be located at the government’s facility within the National Capital Region and various COOP locations.

5.2. Minimum Required Labor Categories and Qualifications

Procurement Sensitive
Source Selection Information – See FAR 2.101 and 3.104
All contractor personnel working under this task order are subject to the following:

- Replacement of key personnel is subject to the prior written approval of the COTR.
- Requests for replacement shall include a detailed resume and a description of position duties and qualifications.
- Contractor proposals to move any key personnel off the task order shall be submitted in writing at least 30 days in advance of proposed move, and are subject to the approval of the COTR.
- All personnel at a minimum will have had HSEEP training within the past year and at least 40% of non-key personnel will have at least 2 years experience executing HSEEP or DOD comparable exercises. The Administrative Specialist labor category is excluded from this requirement.

### 6. Deliverables

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<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>4.1 Project Management</td>
<td>Quarterly report containing data described in paragraph 5.1</td>
<td>5th day of the first month in each quarter</td>
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<tr>
<td>4.1 Project Management</td>
<td>A Quarterly report format and content outline</td>
<td>10 business days after award for government review and approval</td>
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<tr>
<td>4.2 Task Management</td>
<td>Monthly task performance progress report</td>
<td>15th day of month</td>
</tr>
<tr>
<td>4.2 Task Management</td>
<td>A monthly report format and content outline</td>
<td>10 business days after award for government review and approval</td>
</tr>
<tr>
<td>4.2 Task Management</td>
<td>Draft Task Order Management Plan</td>
<td>15 business days after award for review by the government</td>
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<tr>
<td>4.3 IP Exercise Planning, Coordination, Development and Execution</td>
<td>HSEEP compliant planning, coordination, development, execution and AAR materials for each HSEEP event</td>
<td>As required by the COTR or within fourteen (14) days of a planned event.</td>
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<tr>
<td>4.3.1 IP Exercise Planning</td>
<td><em>A Report on HSEEP planning activities for IP’s participation in National Level Tier I and II exercises typically include initial planning conference, mid-planning conference, a scenario inject development, and final planning conference</em></td>
<td>As required by the COTR or within 72 hours of the planning event</td>
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<tr>
<td>4.3.2 IP Exercise Development and Execution</td>
<td>HSEEP compliant exercise materials to support exercise events</td>
<td>No later than fourteen (14) days before execution of the event</td>
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<td>4.3.3 Private Sector Exercise Support</td>
<td>Private Sector exercise invite campaign plan for Tier I and II level exercises</td>
<td>No later than 12 months of a planned Tier I or II exercise</td>
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<td>4.3.3 Private Sector Exercise Support</td>
<td>Reports on Private Sector exercise invite campaign plan, initial planning conference, mid-planning conference, a scenario inject development, and final planning conference for both the national working group and multiple regional working groups</td>
<td>As required by the COTR or within 72 hours of event completion</td>
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<tr>
<td>4.3.4 IP Exercise Evaluations</td>
<td>Draft After Action Report and Improvement Plans for each HSEEP event</td>
<td>Within thirty (30) days of exercise completion</td>
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<td>4.4 Transition Management</td>
<td>Transition in/out Plan</td>
<td>Five (5) business days after award/within 120 days of task order expiration</td>
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<td>4.5 Surge</td>
<td>Surge plan detailing availability of personnel for surge support</td>
<td>5th day of month</td>
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### Procurement Sensitive

*Source Selection Information – See FAR 2.101 and 3.104*
The COTR will review all draft and final deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance within the guidelines/requirements of the task order. A copy of the monthly status report shall be submitted to both the CO and COTR. The contractor shall ensure the accuracy and completeness of all deliverables in accordance with referenced policy, regulations, laws and directives. Reports shall be concise and clearly written. The government will consider errors, misleading statements, incomplete, irrelevant information, excessive rhetoric, or repetition as deficiencies and the contractor shall make corrections at no additional cost to the government. Contractor formats shall be provided to the government for approval prior to delivery.

All deliverables shall be prepared using Microsoft Office Suite in the contractor's format. Deliverables shall be accepted or rejected by the government within five business days. If a deliverable is rejected and returned to the contractor for revision; the contractor shall provide the corrected deliverable within five business days of notification of the request for a revision.

Meetings minutes shall be submitted for all hosted meetings no later than five working days after completion of the meeting. The contractor shall seek COTR approval for all deliverable formats prior to submission.

7. Government-Furnished Equipment and Government-Furnished Information (GFE/GFI)

The government will not provide any GFE/GFI for this task order.

8. Travel

Local travel will not be reimbursed under this task order. Examples of local travel, which will not be subject to reimbursement, are: travel to and from normal job site; personnel coming to meetings at local DHS offices.

The contractor must provide travel arrangements for contractor employees as required. Travel will be required and must be approved in advance by the COTR. All travel requirements will be executed in accordance with the Federal Travel Regulations (FTR).

All reimbursable long distance travel shall be approved in advance, in writing (e-mail is acceptable) by the COTR. Reimbursement for actual (approved) travel costs incurred during the performance of the task order shall be in accordance with Part 31.205-46 of the Federal Acquisition Regulations (FAR) and the FTR. The Contractor shall follow the requirements of both the FAR and the FTR while incurring allowable travel costs under this task order, and correspondingly must at all times seek government rates whenever available and observe current subsistence ceilings.

The contractor must include the following information when requesting travel authorization (prior to travel):

- Purpose of Travel
- Individuals Traveling
- Anticipated Dates of Travel
- Length of Travel Time

Procurement Sensitive
Source Selection Information – See FAR 2.101 and 3.104
All invoices for Travel shall include the following:

- Traveler Name
- Date Traveled
- Point of origin
- Point of destination
- Purpose of the Trip
- Breakdown costs by days for the following elements:
  - Meals and incidental Expenses (M&IE)
  - Lodging Expenses
  - Transportation Expenses
  - Miscellaneous Expenses

9. **Other Direct Costs**

ODCs may include, but are not limited to postage, copying, faxing, long distance phone usage, materials and supplies, subcontractor (other than labor), publication costs/documentation/dissemination and subject matter expertise consulting services.

ODCs must be approved prior to incurring any costs. ODCs must be approved by the COTR, and must be necessary, allowable, and allocable for performance of this task order.

ODCs must be submitted in sufficient time to the COTR to give prior approval, and must identify the purpose of the ODCs and cost breakdown.

ODCs will be reimbursed for direct costs as provided in this task order to be reimbursed, invoices, including ODCs must provide a detailed breakdown of the actual expenditures invoiced directly related to this task order. Contractor shall maintain the original or eligible copy of receipts for all ODCs invoiced.

**Procurement Sensitive**

Source Selection Information – See FAR 2.101 and 3.104
SECTION IV - CONTRACT ADMINISTRATION DATA

A. CONTRACT ADMINISTRATION

1. This task order will be administered by:

U.S. Department of Homeland Security
Office of Procurement Operations
301 7th Street, SW, Room 3069
Washington, DC 20407
Attn: Michelle Marantz, Contracting Officer
Phone Number: (202) 447-5818 Fax: (202) 447-5725
E-Mail: Michelle.Marantz@dhs.gov

The Contracting Officer is:
Cynthia F. Brown
U.S. Department of Homeland Security
Office of Procurement Operations
301 7th Street, SW, Room 3069
Washington, DC 20407
Phone Number: (202) 447-5590 Fax: (202) 447-5725
E-Mail: Cynthia.Brown@hq.dhs.gov

2. Copies of all correspondence concerning this task order shall be provided to the Contract Specialist listed above.

B. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The COTR for this task order is:
Casey Ateah
Phone Number: (703) 235-4007
E-Mail: Casey.Ateah@hq.dhs.gov

The alternate COTR for this task order is:
Kenneth Jaeger
Phone Number: (703) 235-4992
E-Mail: Kenneth.Jaeger@hq.dhs.gov

Procurement Sensitive
Source Selection Information – See FAR 2.101 and 3.104
C. CONTRACTING OFFICER'S AUTHORITY

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

A. Invoices shall be prepared per Section VII, Contract Clauses; Paragraph A. entitled “FAR CLAUSES INCORPORATED BY REFERENCE,” FAR Clause 52.232-25 Prompt Payment, and FAR Clause 52.232-7, Payments under Time and Materials and Labor-Hour contract. In addition to invoice preparation as required by the FAR, the Contractor’s invoice shall include the following information:

1) Cover sheet identifying DHS;
2) Task Order Number;
3) Modification Number, if any;
4) DUNS Number;
5) Month services provided
6) CLIN and Accounting Classifications

B. The contractor shall submit invoices monthly.

C. Contract Line Item Number (CLIN) for each billed item (Firm Fixed Price (FFP), ODCs, and Travel)

1) Firm Fixed Price (FFP) CLIN: Shall be billed in equal installments over a period of 12 months as indicated by the Unit Price.

2. Labor Hours (LH) CLIN: SOW task reference number and task title; labor category; site location; percentage of time worked; staff name; total monthly hours for staff member; labor rate; total monthly amount for staff member; total monthly hours for all staff per task and total monthly amount for all labor.

3) Travel: SOW task reference number and task title; identify local or business (TDY) travel; description/purpose of travel, include dates; staff name(s); total travel amount for staff member per trip; total monthly amount for all staff travel grouped by task and total monthly amount for all travel for all tasks.

4) Other Direct Costs (ODCs) – SOW task reference number and task title; ODC description; total monthly amount for each ODC grouped by task; and total monthly amount for all ODCs for all tasks.

D. The Contractor shall submit the invoice electronically to the address below:

Burlington Finance Center
P.O. Box 1279
Williston, VT 05495-1279
Attn: NPPD-OUS

E-mail: NPPDInvoice.Consolidation@dhs.gov

Procurement Sensitive
Source Selection Information – See FAR 2.101 and 3.104
E. Simultaneously provide an electronic copy of the invoice to the following individuals at the addresses below:

1) U.S. Department of Homeland Security
   ATTN: Office of Procurement Operations/Michelle Marantz/7th & D Street, Room 3069
   245 Murray Lane, SW
   Building 410
   Washington, DC 20528
   E-mail: Michelle.Marantz@dhs.gov

2) U.S. Department of Homeland Security
   ATTN: Casey Ateah
   245 Murray Lane, SW
   Building 410
   Washington, DC 20528
   E-mail: Casey.Ateah@dhs.gov

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

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

A. PERSONNEL QUALIFICATIONS

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

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

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

B. DISCLOSURE OF INFORMATION - OFFICIAL USE ONLY

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

C. STANDARD CONDUCT AT GOVERNMENT INSTALLATIONS

The Contractor shall be responsible for maintaining satisfactory standards of employee competency conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones except as authorized.

In performing on-site work under this contract on a Government installation or in a Government building, the Contractor shall:

(1) Conform to the specific safety requirements established by a task order.
(2) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract.
(3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel connected in any way with performance under this contract.

Procurement Sensitive
Source Selection Information – See FAR 2.101 and 3.104
(4) Take such additional immediate precautions as the CO or COTR may reasonably require for safety and accident prevention purposes.

(5) Conform with all security requirements as specified in the DD Form 254, ‘Contract Security Classification Specification’ and security requirements as specified in individual task order SOW.

D. CONTRACTOR’S EMPLOYEES CLEARANCE AND IDENTIFICATION

The Government anticipates the need for contractors to provide cleared personnel. The Security Requirements are the same as in the DHS Program Support Services IDIQ awards and does not require a separate DD 254.

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

E. POST-AWARD ORIENTATION

The Contractor shall participate in a post-award orientation that will be held within ten (10) business days after task order award. The purpose of the post-award orientation is to assist both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements, and identify and resolve potential problems (See FAR Subpart 42.5).

The contract CO or task order COTR will serve as the chairperson and shall conduct the meeting.

The orientation may be conducted at a location within the Washington D.C. commuting area at the Government’s discretion.
SECTION VII - CONTRACT CLAUSES
All Contract Clauses identified in the Contractor’s IDIQ contract are incorporated in this task order.

CONTINUITY OF CRITICAL CONTRACTOR DELIVERABLES [SERVICES and/or SUPPLIES]
IN THE EVENT OF AN EMERGENCY (October 2009)

1. The contractor shall submit to the contracting officer a contingency plan (the “Plan”) for providing uninterrupted mission critical contract deliverables [for services] in the event of an H1N1 epidemic or other emergency.
   a. The contracting officer has identified all or a portion of the contract deliverables [services] under this contract as critical contract deliverables [services] in support of mission critical functions. The contractor-provided deliverables that have been determined to be critical contractor services or supplies in support of mission critical functions are listed on pages 8, 9, 10, and 11, Mission Essential Contractor Deliverables [Services], dated August 2010.
   b. The contractor shall formulate the proposed Plan prior to the award of this contract, or at the time of incorporation of this clause into a contract by modification, for continuing the performance of critical contract deliverables [services] as identified on pages 8, 9, 10, and 11 above during an emergency.
      i. The contractor shall identify in the Plan provisions made for the acquisition of necessary personnel, resources and/or supplies, if necessary, for continuity of operations for up to thirty (30) days or until normal operations can be resumed;
      ii. The Plan must, at a minimum, address and identify –
         1. Challenges associated with maintaining contractor critical deliverables [services] during an extended emergency event, such as a pandemic that may occur in repetitious waves;
         2. Any time lapse associated with the initiation of the acquisition of necessary personnel, resources and/or supplies and their actual availability on site;
         3. The components, processes, and requirements for the identification, training, and preparedness of contractor personnel who are capable of relocating to alternative facilities or performing work from home;
         4. Any established alert and notification procedures for mobilizing identified “critical contractor service personnel”;
         5. The approach for communicating expectations to contractor employees regarding their roles and responsibilities during an emergency.
         6. Any associated changes needed to the contractor’s information technology (IT) infrastructure to support the contract in an emergency; and
         7. Any costs associated with implementing the Plan, if applicable.

2. The contractor recognizes that the contract deliverables [services] under this contract are vital to the Government and must be continued without interruption. In the event the contractor anticipates not being able to perform due to any of the causes enumerated in the excusable delay clause of this contract, the contractor shall notify the contracting officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government’s efforts to maintain the continuity of operations.

3. The Government reserves the right in such emergency situations to use Federal employees of other agencies or contract support from other contractors or to enter into new contracts for critical contractor deliverables [services]. Any new contracting efforts would be conducted in accordance with OFPP letter,

Procurement Sensitive
Source Selection Information – See FAR 2.101 and 3.104
“Emergency Acquisitions” May 2007 and FAR Subpart 18 and HSAM 3018 respectively or any other subsequent emergency guidance issued.

4. Any proposed costs associated with implementing the Plan will be evaluated by the contracting officer as part of the initial competition, or at the time they are submitted as proposed costs under a contract modification which incorporates this clause. The Plan is exercisable as an option in the event of an emergency at the amounts specified in or reasonably determinable from the terms of the basic contract, or the contract as modified.

5. In the event the contractor’s Plan is exercised by the Government, the contracting officer shall include a written determination in the contract file that the costs associated with the Plan are fair and reasonable and are at the exact same terms as the base contract award, or as the contract as modified.

6. This clause shall be included in subcontracts for the critical deliverables [services].

ADDITIONAL CLAUSES INCORPORATED IN FULL TEXT

A) 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified “Confidential,” “Secret,” or “Top Secret.”

(b) The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of Clause)

B) 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

C) 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

Procurement Sensitive
Source Selection Information – See FAR 2.101 and 3.104
(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 36 months.

DEPARTMENT OF HOMELAND SECURITY CLAUSES

D) HSAR CLAUSE 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

(c) Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring access to sensitive information, shall undergo a position-sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the DHS Office of Security Office/PSD. Prospective Contractor employees shall submit the following completed forms to the DHS Office of Security Office/PSD. The Standard Form (SF) 85P will be completed electronically, through the Office of Personnel Management's e-QIP SYSTEM. The completed forms must be given to the DHS Office of Security Office/PSD 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:

a. Standard Form (SF) 85P, “Questionnaire for Public Trust Positions”
b. FD Form 258, “Fingerprint Card” (2 copies)
c. DHS Form 11000-6 “Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement”
d. DHS Form 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act”

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

ALTERNATE I
(JUN 2006)

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

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

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

Procurement Sensitive
Source Selection Information – See FAR 2.101 and 3.104
(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

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

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

1. 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.

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

(End of clause)

Implementing Instructions for Compliance with 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 classify 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 contract, 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 contract.

2. CONTRACTOR PERSONNEL

EMPLOYMENT ELIGIBILITY

To comply with the requirements HSAR Clause 3052.204-71, and Department policy, the contractor must complete the following forms for applicable personnel who will be performing work under this contract 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)”

CONTINUED ELIGIBILITY

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

TERMINATION

The DHS Office of Security/PSD shall be notified of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the Contracting Officer Technical Representative (COTR) 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

Procurement Sensitive
Source Selection Information – See FAR 2.101 and 3.104
be submitted to the COTR, 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.

**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 to government facilities or information, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by DHS Office of Security/PSD.

Contract employees waiting for an EOD decision may begin work on the contract 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.

**3.0 BACKGROUND INVESTIGATIONS**

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

- **Standard Form 85P**, “Questionnaire for Public Trust Positions”
- **FD Form 258**, “Fingerprint Card” (2 copies)
- **DHS Form 11000-6** “Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement”
- **DHS Form 11000-9** “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act”

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

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.

*Procurement Sensitive*

*Source Selection Information – See FAR 2.101 and 3.104*
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.

4.0 ALTERNATIVE CITIZENSHIP REQUIREMENTS FOR NON-IT CONTRACTS

For non-Classified or non-IT contracts the above citizenship provision shall be replaced with the citizenship provision below:
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.

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 contract the individual must receive a security briefing, which the Contracting Officer’s Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

7.0 REFERENCES

Your POC at the Security Office is:

Office of Security/PSD
Customer Service Support
ADDITIONAL DEPARTMENT OF HOMELAND SECURITY CLAUSES

D. HSAR CLAUSE 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.

The Key Personnel or Facilities under this Contract:
- Program Manager or Equivalent
- Task Manager or Equivalent
- Senior Exercise Specialist

(End of clause)

E. HSAR CLAUSE 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE [DEC 2003]

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)

(This clause must be completed by the offeror)

(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 [“contracting officer shall insert description here”].

Procurement Sensitive
Source Selection Information – See FAR 2.101 and 3.104
(b) If any such conflict of interest is found to exist, the Contracting Officer 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 Contracting Officer 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 Contracting Officer may require further relevant information from the offeror. The Contracting Officer 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 Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures 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.

Procurement Sensitive
Source Selection Information – See FAR 2.101 and 3.104
Please complete the following questionnaire and return it to the attention of the individual named below, no later than August 24, 2010:

Michelle Marantz
Contract Specialist
301 7th & D Streets, SW Washington, DC 20024
(P) 202-447-5818; (F) 202-447-5725
Michelle.Marantz@dhs.gov

******************************************************************************

This survey pertains to (Vendor Name) ________________________________

Department/Component: ________________________________

Solicitation Number: ________________________________

Date of Survey: ________________________________

Name of Person Completing Survey: ________________________________

Signature of Person Completing Survey: ________________________________

Your Company/Agency: ________________________________

Your Role in this Contract: ________________________________

Survey Period of Performance: ________________________________

General description of products/services required under the contract: ________________________________

______________________________

HSHQDC-10-Q-00294
Reviewing Contractor Past Performance
**RATINGS**

Please answer each of the following questions with a rating that is based on objective measurable performance indicators to the maximum extent possible.

Assign each area a rating of either 4 (Outstanding), 3 (Good), 2 (Acceptable), or 1 (Unsatisfactory). Use the attached Rating Guidelines as guidance in making these evaluations. Circle the appropriate rating. Annotate with N/A if not a rating consideration or inapplicable to the contract effort.

**QUALITY OF PRODUCT OR SERVICE:**

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<th></th>
<th></th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>1. Compliance with contract requirements:</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>2. Accuracy of reports:</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>N/A</td>
</tr>
<tr>
<td>3. Level of knowledge, experience, and training of personnel:</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>N/A</td>
</tr>
<tr>
<td>4. Capability of personnel to perform required services:</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>N/A</td>
</tr>
<tr>
<td>5. Effectiveness of personnel in performing required services:</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>N/A</td>
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<tr>
<td>6. Overall quality of product/service:</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>N/A</td>
</tr>
<tr>
<td>7. Product performance:</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>N/A</td>
</tr>
<tr>
<td>8. Spare parts availability:</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>N/A</td>
</tr>
<tr>
<td>9. Ease of use:</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>N/A</td>
</tr>
<tr>
<td>10. Quality and timeliness of warranty work:</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>N/A</td>
</tr>
</tbody>
</table>

HSHQDC-10-Q-00294
Reviewing Contractor Past Performance
TIMELINESS OF PERFORMANCE:

1. Reliability:
   1  2  3  4  N/A

2. Responsive to technical direction:
   1  2  3  4  N/A

3. Meets contract delivery schedules and/or task deadlines:
   1  2  3  4  N/A

BUSINESS RELATIONS:

1. Effective management, including subcontracts:
   1  2  3  4  N/A

2. Reasonable/cooperative behavior:
   1  2  3  4  N/A

3. Responsive to contract requirements:
   1  2  3  4  N/A

4. Notification of problems:
   1  2  3  4  N/A

5. Flexibility:
   1  2  3  4  N/A

6. Pro-active vs. reactive:
   1  2  3  4  N/A

COST CONTROL:

1. Current, accurate and complete billings:
   1  2  3  4  N/A

2. Relationship of negotiated costs to actuals:
   1  2  3  4  N/A

3. Cost efficiencies:
   1  2  3  4  N/A
CUSTOMER SATISFACTION:

1. The contractor is committed to customer satisfaction:
   a. Contractor Management Personnel
      (circle one) Yes No
   b. Contractor Onsite Facility Personnel
      (circle one) Yes No

ADDITIONAL COMMENTS:

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
### Rating Guidelines

<table>
<thead>
<tr>
<th>QUALITY OF PRODUCT OR SERVICE</th>
<th>COST CONTROL</th>
<th>TIMELINESS OF PERFORMANCE</th>
<th>BUSINESS RELATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4-Outstanding</strong></td>
<td>There were no quality issues, and the contractor significantly exceeded the contract performance requirements without commensurate additional costs to the customer.</td>
<td>There were no cost management issues, and the contractor significantly exceeded the contract requirements, achieving cost savings to the customer.</td>
<td>There were no delays, and the contractor significantly bettered the agreed upon schedule.</td>
</tr>
<tr>
<td><strong>3-Good</strong></td>
<td>There were no, or minimal, quality problems, and the contractor exceeded the contract requirements.</td>
<td>There were no, or minimal, cost management issues, and the contractor exceeded the contract requirements.</td>
<td>There were no, or minimal, delays that affected achievement of contract requirements, and the contractor bettered the agreed upon schedule.</td>
</tr>
<tr>
<td><strong>2-Acceptable</strong></td>
<td>The contractor met the contract requirements. Overall compliance required some assistance from the customer.</td>
<td>The contractor met the contract requirements. Customer provided some assistance to the contractor to manage costs.</td>
<td>The contractor met the agreed upon schedule. Customer provided some assistance to ensure the contractor met the agreed upon schedule.</td>
</tr>
<tr>
<td><strong>1-Unsatisfactory</strong></td>
<td>The contractor did not meet the contract requirements. Nonconformances compromised the achievement of contract requirements.</td>
<td>The contractor did not meet the contract requirements. Contractor was unable to manage costs effectively.</td>
<td>The contractor did not meet the agreed upon schedule. Contractor delays jeopardized achievement of contract objectives.</td>
</tr>
</tbody>
</table>
The purpose of amendment is to:

1. Extend the due date for proposals to August 24, 2010, no later than 9:00 am.

2. Provide answers to questions submitted pertaining to this RFQ.

Regarding this amendment, contact Michelle Marantz, Contract Specialist, (202) 447-5818, michelle.marantz@dhs.gov.

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.

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

TAS: 7010/110565

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1. Extend the due date for proposals to August 24, 2010, no later than 9:00 am.

2. Provide answers to questions submitted pertaining to this RFQ.

Regarding this amendment, contact Michelle Marantz, Contract Specialist, (202) 447-5818, michelle.marantz@dhs.gov.

Continued ...
<table>
<thead>
<tr>
<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
</tr>
</thead>
</table>

DO/DPAS Rating: NONE