C. DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

PROJECT TITLE: EXTERNAL AFFAIRS (OUTREACH) FOR THE OFFICE OF EMERGENCY COMMUNICATIONS (OEC)

1.0 Background

The Department of Homeland Security's (DHS) Office of Emergency Communications (OEC), within the Office of Cybersecurity and Communications (CS&C) was established under Title XVIII of the Homeland Security Act and activated in April 2007. The OEC supports and promotes the ability of emergency responders and government officials to continue to communicate in the event of natural disasters, acts of terrorism, or other man-made disasters, and works to ensure, accelerate, and attain interoperable and operable emergency communications nationwide. In order to meet the mission of OEC, and in turn, meet the mission of DHS, OEC requires professional support services in the Office of the Director, External Affairs for media inquiries support, development of speeches, talking points, and presentations, and support for the development of outreach materials such as newsletters and fact sheets.

2.0 Scope

The scope of this statement of work covers the external affairs professional services requirements in support of OEC Federal staff, detailed in section 4.0.

Government Oversight of Contractor Personnel - Tasks under this Statement of Work shall not be interpreted to include any inherently governmental functions, as described in FAR Subpart 7.5, or other related Acts, Executive Orders, or Federal policy. At no time shall contractor personnel exercise sovereign control, such as possessing signature or approval authority. All contractor personnel action that is closely related to an inherently governmental function shall be reviewed and approved by the Contracting Officer's Technical Representative (COTR) or Federal Program Manager. Contractor personnel shall not possess the ability to commit the government to a course of action. Contractor personnel shall be limited to developing options or implementing a course of action that has been decided on previously by the government. Furthermore, any development of speeches, talking points, and presentations will not include the drafting of Congressional testimony, responses to Congressional correspondence, agency responses to audit reports, or any other activity which may be considered inherently governmental. In the event the work described under this task order can be interpreted to conflict with the limitations of inherently governmental tasks as described herein, the limitations of FAR 7.5 prevail. Lastly, the COTR, PM or other Federal Employee shall have the ability to countermand any contractor personnel action.
3.0 Objectives

The Government expects the services under this task order will improve outreach to OEC audiences, including emergency responders, government officials, and public safety and intergovernmental associations. OEC will use products developed under this task order to:

- Maximize visibility of the office and OEC's role in improving emergency communications nationwide,
- Educate stakeholders on the challenges of interoperable emergency communications and potential solutions championed by OEC, and
- Develop relationships with members of the media, association staff, and stakeholders, especially state and local government officials.

4.0 Tasks

4.1 Strategic Communications and Outreach

The contractor supporting this task shall have strategic communications and outreach experience with the demonstrated ability to assist in the development of educational materials, newsletters, articles, and electronic media. OEC federal staff will have final decision and editorial authority on processes and documents produced by the tasks listed below.

4.1.1. The contractor shall provide assistance to OEC External Affairs Lead in developing materials and products which are suitable for alerting emergency responders and government officials regarding available OEC programs, including, but not limited to the National Emergency Communications Plan, Regional Coordination program, and the Border Interoperability Demonstration Project grant program, guidance documents, and other resources which enhance their interoperability efforts and capabilities.

4.1.2. The contractor shall provide assistance to Federal staff in performing services which gather data and information for the development of fact sheets, web language, and other educational materials for the Office of Emergency Communications (OEC) use as the principal advocate for achieving emergency communications nationwide. The contractor will coordinate efforts to ensure all publications comply with DHS brand and style guidance. Materials will be developed at the direction of Federal staff and reviewed and approved by Federal staff before distribution.

4.1.3. The contractor shall provide assistance to Federal staff in the drafting of articles and an OEC distributed newsletter. Article ideas will be developed at the direction of Federal staff. The contractor shall also assist OEC Federal staff in the development and distribution of announcements describing new programs and initiatives. Distribution methods will follow government and DHS regulations.
4.1.4. The contractor shall provide assistance to Federal staff in developing content for publication using social media, video, podcast or other interactive electronic media. The contractor will coordinate efforts to ensure all publications comply with DHS brand and style guidance.

4.2 Public Affairs Support

The contractor supporting this task shall have public affairs experience with the demonstrated ability to draft speeches, coordinate approval for speaking engagements, and draft public affairs materials including press releases. OEC federal staff will have final decision and editorial authority on processes and documents produced by the tasks listed below. Support for the development of speeches, talking points, and presentations will not include the drafting of Congressional testimony, responses to Congressional correspondence, or any other activity which may be considered inherently governmental.

4.2.1. The contractor shall provide assistance to Federal staff to assist in preparing speeches and presentations for Federal staff to deliver at external conferences and meetings. The contractor shall support Federal staff in the development of talking points for Federal staff use to ensure consistent messaging. The contractor shall have experience using Microsoft Power Point.

4.2.2. The contractor shall support OEC Federal staff with a liaison to the Office Cybersecurity and Communications (CS&C) and National Protection and Programs Directorate (NPPD) for the speaker’s bureau, and related requests. This includes developing and tracking speaking request approvals. The contractor shall have experience in using Microsoft SharePoint to access CS&C speaker’s bureau information.

4.2.3. The contractor shall provide assistance to Federal staff in developing public affairs materials to educate stakeholders on OEC programs and initiatives. Depending on the needs of OEC programs, this may include drafting press releases, talking points and guidance for DHS public affairs staff use, and other materials for public consumption. Public affairs materials will be developed at the direction of Federal staff. The contractor will support Federal staff in ensuring all public affairs materials conform to DHS standards and that required materials receive approval by the NPPD Office of Public Affairs or higher authority.

4.3 Exhibit Display Planning and Support

The contractor supporting this task shall have experience in providing logistical support and management support for exhibit booth displays. OEC Federal staff will have final decision and editorial authority on all processes and documents produced by the tasks listed below. OEC Federal staff will have oversight of
4.3.1. The contractor shall provide assistance to Federal staff in making necessary arrangements for design, management, storage, set up, and delivery of the OEC Exhibit display (booth) to conferences and events as approved by the annual exhibition strategy. The annual exhibition strategy will be developed and approved by Federal staff. This support may include, but not limited to: coordination and liaison support with venue; audiovisual and information technology support; topic and speaker identification; exhibition venue research; reservation of facilities; registration support; automation and telecommunications support.

4.3.2. The contractor shall provide assistance to Federal staff in conducting inventories of guidance documents and publications. As necessary and with approval of Federal staff, the contractor shall ship materials for distribution at the approved conferences.

4.3.3. The contractor shall provide assistance to Federal staff in developing background materials for Federal staff scheduled to work at the booth, including developing a booth staff schedule and providing Federal staff with necessary travel information.

4.4 Task Management

The contractor shall conduct routine, on-going communications with DHS management during the period of performance. This will include participating in regularly scheduled meetings (in person or by telephone) to provide updates on work in progress, discuss and resolve identified task order issues, and other matters which may arise during the period of performance.

The Contractor shall provide a monthly status report no later than the 10th day of the month following the reporting period. This monthly status report shall describe technical progress by each sub-task listed in this SOW. It shall include accomplishments for the month; problems encountered; solutions recommended; anticipated travel; and actions for the upcoming month. The financial status section shall consist of: a funds expenditure graphic, the total current labor hours and associated total current costs by category and individual for the month and the cumulative totals (hours and cost) to date for the project; travel costs broken down by destination, duration, purpose, and costs for both monthly and cumulative to date; other direct costs both monthly and cumulative to date. The monthly and cumulative financial data shall be reconcilable to labor hours, labor travel, and ODC costs, burdens and fee invoiced monthly and cumulatively to date. The monthly financial data shall also include the total estimated expenditure at completion of the current contract period of performance. The contractor should be prepared to present the report at a monthly meeting upon the request of DHS.
4.5 **External Affairs Project Plan**

The contractor shall assist in the preparation of a project plan for execution of the external affairs task. Scope, time, and cost elements shall detail work elements and deliverable items related to execution of the specific deliverables under this task order. Additional work plans may be required to support new or short-term emergency communications stakeholder outreach initiatives as identified by OEC under this task order. The government will review and approve work plans based on a balance of Federal staff needs and government resource constraints.

4.6 **Transition (OPTIONAL)**

The Contractor 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. The plan will incorporate an inventory of all services and materials developed that will be required to fully perform the services provided under this contract. The plan will include a schedule of briefings, including dates and time 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 sufficient information and be fully briefed prior to the current expiration date of the contract, 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(s) 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 the transition.

The Contractor shall 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 in Contractor support.

The transition plan is due to the Government 60 days prior to the expiration date of the contract.

4.7 **Surge Support (OPTIONAL)**

As determined to be necessary and as approved by the Government, the Contractor shall provide additional support to meet operational requirements. The Contractor shall obtain Government approval in advance before incurring any costs associated with surge support. Government approval shall be authorized by the Contracting Officer. The surge support includes tasks 4.1, 4.2, 4.3, and 4.4. Surge support may require the Contractor staff to work outside normal business hours. Surge Support labor categories shall only be those labor
categories approved at the time of award. All other labor categories shall be negotiated separately.

4.8 Other Direct Costs (ODC)

The Contractor shall be reimbursed on an actual cost basis. The contractor shall obtain Government approval (Contracting Officer and Contracting Officer Technical Representative) in advance prior to incurring any costs associated with ODCs.

5.0 Deliverable/Delivery Schedule

<table>
<thead>
<tr>
<th>SOW Task#</th>
<th>Deliverable Title</th>
<th>Due Date *</th>
<th>Copies</th>
<th>Deliverable Format</th>
<th>Distribution</th>
<th>Frequency and Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.5</td>
<td>External Affairs</td>
<td>45 days</td>
<td>N/A</td>
<td>Electronic copy</td>
<td>COTR</td>
<td>One time; electronic</td>
</tr>
<tr>
<td>4.4</td>
<td>Monthly Status Report</td>
<td>Monthly</td>
<td>N/A</td>
<td>Electronic copy</td>
<td>COTR, Gov't Task Leads</td>
<td>Electronically; 45 days after award and monthly thereafter, 10 days after the end of the reported month</td>
</tr>
<tr>
<td>4.4</td>
<td>Program Status Review Briefing &amp; Meeting</td>
<td>Quarterly</td>
<td>As required; based on attendance</td>
<td>Electronic copy</td>
<td>COTR, + all attendees</td>
<td>Draft agenda 10 working days prior, final agenda (w/Gov't comments incorporated) 2 working days prior to the meeting</td>
</tr>
<tr>
<td>4.1.3</td>
<td>OEC Newsletter</td>
<td>Bi-monthly</td>
<td>N/A</td>
<td>Electronic copy and printed copy</td>
<td>COTR, Gov't Task Leads</td>
<td>Electronically; 60 days after awards and bi-monthly thereafter; includes 3-4 articles per newsletter</td>
</tr>
<tr>
<td>4.2.2</td>
<td>Speaking Engagement Calendar</td>
<td>Weekly</td>
<td>N/A</td>
<td>Electronic copy</td>
<td>COTR, Gov't Task Leads</td>
<td>Electronically; Updated weekly as speaking engagements are scheduled</td>
</tr>
<tr>
<td>4.2.1</td>
<td>Presentation and speech development for DHS Federal staff</td>
<td>No later than two weeks prior to speaking engagement</td>
<td>N/A</td>
<td>Electronic copy, CD-ROM and printed copy</td>
<td>COTR, Gov't Task Leads</td>
<td>As required based on speaking engagement calendar</td>
</tr>
<tr>
<td>4.3.1</td>
<td>FY 2012 Conference Schedule</td>
<td>60 days following award</td>
<td>N/A</td>
<td>Electronic Copy and/or printed copy</td>
<td>COTR, Gov't Task Leads</td>
<td>One time; includes projected costs and recommendations w/ Gov't comments incorporated</td>
</tr>
<tr>
<td>4.3.1</td>
<td>FY 2012 Conference</td>
<td>Three months prior</td>
<td>N/A</td>
<td>Electronic Copy and/or printed</td>
<td>COTR, Gov't Task Leads</td>
<td>Includes all logistical</td>
</tr>
</tbody>
</table>
The Contractor shall provide all final document deliverables, including daily, weekly, interim, informal deliverables, working-copy products required for ongoing general support, and formal deliverables as electronic (soft) copies or printed (hard) copies in the latest version of Microsoft document software or equivalent (i.e. Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Project, etc), or in web format, CD-ROM, or DVD, as arranged by the COTR (see above Deliverable/Delivery Schedule table. The Government may impose a maximum page limit on all deliverables. Deliverables will use the current DHS version of Microsoft Word, PowerPoint and/or other DHS standard application software unless otherwise arranged.

At the end of each quarter, the Contractor will compile and deliver soft copies of all deliverables during that quarter onto a set of CDs or DVDs for retention in the contract files. If approved by the COTR, the Contractor may provide reminders to Federal staff indicating the location of deliverables within the Program Documentation Repository.

6.0 Place of Performance

Work will primarily be performed at Government facilities in the Washington, DC National Capital Region, with allowances for some work to be performed at Contractor facilities/site.

7.0 Travel

The contractor shall travel, as necessary, outside of the Washington, D.C., metropolitan area. The contractor shall obtain Government approval (Contracting Officer and Contracting Officer Technical Representative) in advance prior to incurring any costs associated with travel. A detailed travel estimate shall accompany any request for travel for each traveler. The contractor will be reimbursed for actual transportation costs and will use the federal lodging and per diem allowances in accordance with FAR 31.205-46 and the applicable Federal...
Travel Regulations governing the travel performed directly referable to this task order. The Government will not reimburse transportation costs in excess of coach class commercially scheduled air or ground transportation by the most expeditious route. The cost of all travel by the contractor in connection with the services to be performed under this task order shall be agreed to by the Contracting Officer and Contracting Officer Technical Representative.

7.1. If the contractor locates personnel outside the Washington D.C. metropolitan area, travel expenses to and/or from the Washington D.C. metropolitan area will not be reimbursed, unless otherwise authorized.

7.2. To be reimbursable, the travel expenses must be (i) other than local travel expenses within the Washington, DC metropolitan area or the location of the contractor’s personnel if outside the Washington DC metropolitan area, (ii) allowable under the FTR and the provisions of this task order, (iii) approved prior to travel expenditure by the Contracting Officer or Contracting Officer Representative, and (iv) allocable and necessary for performance of this task order.

7.3. Travel reimbursement request must be submitted (in writing) in sufficient time for the Contracting Officer or Contracting Officer Representative to give prior approval, and must identify (i) the name of the traveler, (ii) destination(s) including itinerary, (iii) purpose of the travel, and (iv) cost breakdown.

7.4. To be reimbursed, invoices, including travel expenses must provide a detailed breakdown of the actual expenditures invoiced.

7.5. Local travel will not be reimbursed within a 50 mile radius of the worksite. As the contractor may locate personnel outside the Washington D.C. metropolitan area, for purposes of local travel only, the worksite shall be considered the Washington D.C. metropolitan area, or the location of contractor’s personnel, whichever is within the 50 mile radius.

7.6. The Contractor shall be reimbursed on an actual cost basis. The contractor shall obtain Government approval (Contracting Officer and COTR) in advance prior to incurring any costs associated with travel.

8.0 Period of Performance

This task order shall have a performance period of twelve (12) months, with two twelve (12) month options.

9.0 Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI)

GFE

The Government will provide Government-Furnished Equipment (GFE) at the Government work site for contractor use, as the mission requires. The Contractor
requests, and the COTR/ACOTR concurs. GFE may include DHS laptop computers, electronic workstation resources, cell phones and other Information Technology (IT) related items. Upon completion of this task order, the Contractor shall furnish a complete inventory of all GFE remaining in their possession. The Program Office will furnish disposition instructions on all property furnished.

GFI

Government-Furnished Information (GFI), in these formats (software, manuals, drawings, test data, etc.) will be provided at Contractor's request or when the mission requires. The list shall include, but not limited to, updates on OEC programs and policies, development in emergency communications technology, policy, governance and emergency communications stakeholder updates. Contractor shall furnish a complete inventory of all GFI remaining in their possession. The Program Office will furnish disposition instructions on all property furnished.

10.0 Security Requirements

All tasks cited in this Statement of Work require contractor employees obtain and maintain a suitability clearance as granted by DHS.

Identification/Building Pass

The contractor shall coordinate with the COTR to assure that any contractor employee requiring access to the DHS offices has a contractor identification/building pass before the employee enters on duty under the task order. Personnel designated by the COTR shall complete appropriate forms specified by the DHS Office of Security for security clearance requirements. The contractor shall see that all passes are returned to the Government as employees are dismissed, terminated or when the need for the employee to have access to DHS offices ceases.

SECURITY INSTRUCTIONS

10.1 The procedures outlined below shall be followed for the DHS Security Office to process background investigations and suitability determinations, as required, in a timely and efficient manner.

10.2 Carefully read the security clauses in the contract. Compliance with the security clauses in the contract is not optional.

10.3 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
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:

a. Standard Form 85P, s must be given to Public Trust Positions
b. FD Form 258, 85P, s must be given to Public Trust Positions (2 copies)
c. DHS Form 11000-6, s must be given to Public Trust Positions no less than thirty (30) days before the start date of the contract
d. DHS Form 11000-9, s must be given to Public Trust Positions no less than thirty (30) days before the start date of the contract

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.

10.4 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 determination will follow. A favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access to government facilities or information, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office.

Contractor 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 and non-recurring meetings in order to begin transition work.

10.5 The DHS Security Office shall be notified of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the Contracting Officer Technical Representative (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 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.
10.6 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).

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

10.8 Your POC at the Security Office is:
Office of Security/PSD
Customer Support Staff
Washington DC 20528
Telephone: (b)(6)
E.1 INSPECTION AND ACCEPTANCE

E.1.1 NOTIFICATION LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

E.1.2 52.252-2 CLAUSE INCORPORATED BY REFERENCE (FEB 1998)

This document 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/these address(es):

http://www.arnet.gov/far

http://farsite.hill.af.mil/vfhsara.htm

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
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<tbody>
<tr>
<td>52.246-4</td>
<td>INSPECTION OF SERVICES - FIXED PRICE</td>
<td>AUG 1996</td>
</tr>
<tr>
<td>52.246-6</td>
<td>INSPECTION TIME AND MATERIAL AND LABOR HOUR</td>
<td>MAY 2006</td>
</tr>
</tbody>
</table>

F. DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

This task order shall have a performance period of twelve (12) months, with two twelve (12) month options.

Base Period: 12 months from date of award
Option Period 1: 12 months
Option Period 2: 12 months

F.2 PLACE OF PERFORMANCE

See Section 6.0 Place of Performance in the Statement of Work (SOW).

F.3 DELIVERABLES

Deliverables shall be in accordance with requirements contained in Section 5.0 Deliverable/Delivery Schedule in the Statement of Work.

G. CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION
1) This contract will be administered by:

U.S. Department of Homeland Security
Office of Procurement Operations
301 7th Street, SW, Room (b)(6)
Washington, DC 20407

Attn: Andrea Evans, Contract Specialist
Phone Number: (b)(6)
E-Mail: (b)(6)

2) Copies of all correspondence concerning this contract shall be provided to the Contracting Officer.

Mary Caldwell
Phone Number: (b)(6)
E-Mail: (b)(6)

G.2 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)

The COTR for this task order is:

Darrell Smith
Telephone Number: (b)(6)
E-mail address: (b)(6)

G.2 SUBMISSION OF INVOICES- SINGLE PAYMENT OFFICE

The contractor shall invoice once a month's (1st of the month)

A. Invoices shall be prepared in accordance with FAR Clause 52.232-25 Prompt Payment, FAR Clause 52.232-1 Payments and FAR Clause 52.232-7 Payment 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) TINS Number; and
6) Month services provided

B. Contract Line Item Number (CLIN) for each billed item

C. The Contractor shall submit the original invoice as an electronic copy to the address below:
NPPDInvoice.Consolidation@dhs.gov
All invoices, mailed or emailed, must be addressed as follows:
   Burlington Finance Center
   P.O. Box 1279
   Williston, VT 05495-1279
   Attn: NPPD/NCSD/CSI

The Attn: line must include the Agency Code and the Short Cut Code

The below constitutes a proper invoice:

1. In accordance with the contract clauses, the information required with each proper invoice submission is as follows: An invoice shall include:
   (i) Name and address of the Contractor;
   (ii) Invoice date and number;
   (iii) Contract number, contract line item number and, if applicable, the order number;
   (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
   (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
   (vi) Terms of any discount for prompt payment offered;
   (vii) Name and address of official to whom payment is to be sent;
   (viii) Name, title, and phone number of person to notify in event of defective invoice; and
   (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
   (x) Electronic funds transfer (EFT) banking information. (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract. (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Continued Than Central Contractor Registration), or applicable agency procedures. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT. Invoices without the above information may be returned for resubmission.

2. Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or BFC will not process the payment.

D. Simultaneously provide a paper and 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/Andrea Evans/7th & D Street, Room (b)(6)
   245 Murray Lane, SW, Building 410
   Washington, DC 20528
   E-mail: (b)(6)
H.1 3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUNE 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 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

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

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

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

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

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

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 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.
HSHQDC-11-J-00303

H.2 3052.204-71 Contractor employee access (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 Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

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

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

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

(End of clause)

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.

(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.

(1) 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)

H.3 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 by the following:

1. Potential offerors may have had access to non-public Government information that would provide an unfair competitive advantage under the present solicitation.
2. Potential offerors may have an unfair competitive advantage because they developed or established the ground rules for the present solicitation, or
3. Potential offerors may have an unfair competitive advantage because they have been in a position to evaluate other potential competitors or they had a access to the non-public information or other potential competitors under this solicitation
4. Potential offerors have a conflicting role that will prevent them from providing unbiased advice or assistance

(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.

(End of provision)

H.4 3052.209-73 Limitation of Future Contracting (Jun 2006)

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

(b) The nature of this conflict is [See paragraph (1) below].

(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 Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not
unilaterally require the Contractor to prepare such specifications or 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.

(End of clause)

H.5 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

H.6 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:

1. Project Manager: (b/6)
2. Senior Public Affairs Consultant: (b/6)
3. Senior Outreach Consultant: (b/6)

H.6 Special Security Requirement for Contractor Pre-Screening

1. Policy/Contract Language
Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under Department of Homeland Security (DHS) contract by pre-screening the person/candidate prior to submitting their name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months, illegal drug use within the past 12 months, or misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Pre-screening shall be conducted within 15 days after contract award. The fitness determination does not impact the candidate’s fitness for employment with your firm on other assignments unrelated to this contract. This requirement shall be placed on all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy (i.e., recording non-compliance into the Past Performance Database, contract termination).

2. Definitions

Logical access means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual’s identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

H.7 Advertisements, Publicizing Awards, and News Releases

All press releases or announcements about agency programs, projects, and contract awards need to be cleared by the Program Office and the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity news release or commercial advertising without first obtaining explicit written consent to do so from the Program Office and the Contracting Officer.

H.8 Transition Services

This task order contains an optional task for Transition Services (reference task 4.6 in the statement of work) for a period of thirty (30) days. The thirty day period will commence at the end of the task order’s period of performance (Note: This may occur at the end of the base period or at the end of the option period, if exercised). The funding for the optional task may be obligated at anytime during the task order’s performance period; however, the contractor shall
not incur any costs under this Contracting Line Item Number (CLIN) until written authorization is provided by the Contracting Officer.

H.9 Surge Support/Optional Tasks

The contractor shall not incur any costs under the optional tasks unless prior authorization is received from the Contracting Officer. The Government reserves the right to activate a portion or all of the capacity allowed under these CLINs (Reference task 4.7 in the Statement of Work) based upon the identified needs of the program office.

H.10 Observance of Legal Holidays and Administrative Leave

1) The Department of Homeland Security observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(2) When any holiday specified in (a)(1) falls on a Saturday, the preceding Friday shall be observed. When any such holiday falls on a Sunday, the following Monday shall be observed. Observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(b)(1) DHS may close a DHS facility for all or a portion of a business day as a result of:

(A) Granting administrative leave to non-essential DHS employees (e.g., unanticipated holiday);
(B) Inclement weather;
(C) Failure of Congress to appropriate operational funds;
(D) Or any other reason.
(2) In such cases, contractor personnel not classified as essential, i.e., not performing critical round-the-clock services or tasks, who are not already on duty at the facility, shall not report to the facility. Such contractor personnel already present shall be dismissed and shall leave the facility.

(3) The contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled for performance during the period in which DHS employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative.

(a) When contractor personnel services are not required or provided due to closure of a DHS facility as described in this clause, the contractor shall be compensated as follows:

(1) For fixed-price contracts, deductions in the contractor's price will be computed as follows:

(A) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(B) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.

(C) For cost-reimbursement, time-and-materials and labor-hour type contracts, DHS shall not reimburse as direct costs, the costs of salaries or wages of contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(D) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

H.12 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED PRICE)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated in the Price Schedule of this contract.

(b) Payment Schedule. Payment of the contract price will be made upon completion and acceptance of all work by the Contracting Officer Technical Representative (COTR).
The contractor is authorized to submit an invoice for the total price identified in the price schedule for CLIN 0007 upon the successful completion of the task.

(c) Submission of Invoices. Invoices shall be submitted as follows—original to the payment office identified on the award document (e.g., in Block 21 on the OPTIONAL FORM 347, or elsewhere in the contract) and one copy each to the Contracting Officer Technical Representative and Contracting Officer. To constitute a proper invoice, the invoice must include all items required by FAR clause 52.232-25, "Prompt Payment." To assist the Government in making timely payments, the Contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., in Block b on pages 2, 3, 4, 5, 6, 7 8, and 9 on the OPTIONAL FORM 347). The Contractor is also requested to clearly indicate on the mailing envelope that an invoice is enclosed.

(d) Contractor Remittance Information. The contractor shall provide the payment office with all information required by FAR clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment," 52.232.34, "Optional Information for Electronic Funds Transfer Payment," or other supplemental information (contracts for commercial services) as applicable.

I. Supplemental Clauses

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

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

http://www.arnet.gov/far

http://farsite.hill.af.mil/vfhsara.htm

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CLAUSES AND PROVISIONS IN FULL TEXT

1.2 52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

(End of clause)

1.3 52.217-8 Option to Extend Services (Nov 1999)

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

(End of Clause)

If needed, the Government intends to exercise the option or options under FAR 52.217-8 without further competition or need for justification for other than full or open competition [or limited source justification or sole source justification]. For purposes of evaluation, the potential need to exercise the option under FAR 52.217-8 to extend the period of contract performance for the maximum period of six (6) months beyond the last option period will be considered the same for all offerors. In considering the price of the base period and any option periods, the Government will consider that if the extension of service clause (FAR 52.217-8) is exercised, it will be on the exact same rates and terms, other than length of performance, as the base or option period being extended. The Government will determine whether the price, inclusive of all options (including the options available under FAR 52.217-8), is fair and reasonable, and whether the price of the base period and all option periods (including the option(s) represented by FAR 52.217-8), in combination with the other evaluation factors specified in the solicitation, represents the best value to the Government.

1.4 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.
(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.