

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   2	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER HSHQDC-17-R-00020	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER RSUS-16-00103
7. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW, #0115 Washington DC 20528-0115		CODE DHS/OPO/S&T/S&T	8. ADDRESS OFFER TO (If other than Item 7) Department of Homeland Security Office of Procurement Operations ATTN: Ms. Jigisha Patel 1120 Vermont Ave., NW, Washington, D.C. 20005		

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in SEE SECTION L until 1500 ES local time 02/21/2018  
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. FOR INFORMATION CALL:</b>	A. NAME Jennifer K. Koons	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS jennifer.koons@hq.dhs.gov
		AREA CODE 202	NUMBER 254-8913	EXT.	

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1-2	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	47-52
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3-4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	5	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	53
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	7-8	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	54-86
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	9-12	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	87-103
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	13-20	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	104-108
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	21-46				

**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
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15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

**AWARD (To be completed by government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Jigisha S. Patel		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
		28. AWARD DATE	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSHQDC-17-R-00020

PAGE	OF
2	2

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>The Department of Homeland Security (DHS), Office of Procurement Operations (OPO) is issuing this solicitation as a request for proposal (RFP) for Systems Engineering Technical Assistance (SETA) III to support the Science and Technology (S&amp;T) Directorate.</p> <p>See schedule herein for information regarding the subject RFP.</p> <p>DO/DPAS Rating: NONE                      Delivery: 1825 Days After Award                      Delivery Location Code: S&amp;T MURRAY LANE                      DHS S&amp;T                      245 Murray Lane                      Building 410                      Washington DC 20528</p> <p>FOB: Destination</p> <p>The Contractor shall provide all SETA support services within the IDIQ Statement of Work, and within the Terms and Conditions of this IDIQ and resultant Task Orders (TOs).</p>				



## **PART I: THE SCHEDULE**

### **SECTION A – SOLICITATION/CONTRACT FORM**

A.1 See solicitation SF 33 above.

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

#### **B.1 Contract Type and Type of Services**

The Systems Engineering Technical Assistance (SETA) III is an Indefinite-Delivery Indefinite-Quantity (IDIQ) contract established to provide the Science and Technology Directorate (S&T) of the Department of Homeland Security (DHS) with advisory and assistance services to support efforts in research, development, test and evaluation (RDT&E). Such professional and scientific support include technical, programmatic and corresponding administrative assistance services.

This IDIQ is a multiple year contract and not a multi-year contract as defined in FAR Part 17.1, *Multiyear Contracting*.

#### **B.2 IDIQ Minimum Dollar Guarantee and Maximum Contract Value Limitation**

Minimum. The minimum guaranteed award amount for this IDIQ contract is \$2,500.00 per Contractor for the entire ordering period of performance of this contract (inclusive of any fee).

Maximum. The cumulative dollar ceiling value of the resulting IDIQ contract shall be \$325 million.

The Government has no obligation to issue Task Orders (TOs) to contractor beyond the minimum amount specified this IDIQ contract. Once the conditions of the minimum have been met, Contractor will continue to have the opportunity to compete for TO(s) as laid out under the terms and conditions of this IDIQ.

#### **B.3 Period of Performance of the IDIQ**

The IDIQ ordering period is for 5 years. All TOs must be placed within the ordering period of the IDIQ. The period of performance for each TO will be designated at the individual TO level and may include option periods which may extend no more than two years beyond the ordering period of the IDIQ.

Any TO issued under this IDIQ contract that extends beyond the ordering period of the IDIQ is still bound, for its entirety, by the terms and conditions of this IDIQ contract.

#### **B.4 Type of Task Orders Allowable Under this IDIQ Contract**

Types of TOs allowable under this IDIQ are limited to the following: Firm-Fixed-Price (FFP), Time & Materials (T&M), Labor Hours (LHs), or a Hybrid of these contract types. Cost Reimbursement Contract Line Item Numbers (CLINs) are only permitted for ODCs, as appropriate.

Under this IDIQ, all standard support will be Firm-Fixed Price and performance based TO contracts are anticipated. T&M/Labor Hour contract type will only be encouraged for those surge needs that cannot be readily anticipated or defined. S&T will work to transition these type of increases in the level of effort to a fixed-price effort as quickly as the surge work becomes more standard and definable. The exact contract type will be designated at each TO level.

#### **B.5 IDIQ Ceiling Rates**

##### *Labor rates*

The labor rates for the IDIQ contract shall reflect fully-burdened hourly rates for each labor category and will apply to all direct labor hours. The fully-burdened labor rates include direct cost, indirect cost (fringe and overhead), general & administrative expenses, and profit. The fully-burdened rates include ALL costs associated with management of the IDIQ contract. Such costs of IDIQ Contract Manger or Management shall not be proposed as separate labor categories at the individual TO level. IDIQ ceiling rates for labor categories apply to prime Contractor; subcontractors; and for each category of labor to be transferred among Contractor divisions, subsidiaries, or affiliates under a common control.

Contractor shall propose fully-burdened Government rates for work performed at Government site and fully-burdened Contractor site rates for work performed at Contractor site.

#### **B.6 Rate Refreshments**

The fully burdened contracted labor rates are fixed for the ordering period; however, contractor may submit a proposal reducing the fixed hourly rates any time during the life of this contract. The Government will review these proposals and determine if the revised rates are realistic and in the best interest of the Government. If the rates are accepted, the Government will incorporate the new rates via a modification of the contract.

**(End of Section B)**



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## **SECTION C – STATEMENT OF WORK**

Contractor shall provide all SETA support services within the IDIQ statement of work, and within the terms and conditions of this IDIQ contract and resultant Task Orders (TOs). See attachment A for IDIQ SOW. Each TO will incorporate its own, more detailed requirements document.

**(End of Section C)**



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## SECTION D – PACKAGING AND MARKING

### D.1 Packing, Packaging, Marking and Storage of Equipment

Unless otherwise specified, all items to be delivered under this IDIQ contract shall be preserved, packaged, and packed in accordance with normal commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

All initial packing, marking and storage incidental to shipping of equipment to be provided under this IDIQ contract shall be at contractor's expense. Contractor shall supervise the packing of all acquired equipment furnished by contractor and shall supervise the unpacking of equipment to be installed.

### D.2 Markings

All deliverables submitted to the TO CO and TO COR shall be accompanied by a packing list or other suitable shipping document that shall clearly indicate the following:

- Contract number;
- Task order number;
- Name and address of the consignor;
- Name and address of the consignee;
- Government bill of lading number covering the shipment (if any); and
- Description of the item/material shipped, including item number, quantity, number of containers, and package number (if any).

Specific marking requirements may be addressed in individual TOs.

### D.3 Equipment Removal

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by contractor, at contractor's expense, within ninety calendar days after contract expiration, or as mutually agreed by the Government and contractor. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the TO CO. Specific requirements will be addressed in individual TOs.

**(End of Section D)**

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 Inspection and Acceptance**

The designated COR is responsible for the inspection and acceptance of all services under the respective requirement. All inspection and acceptance work performed under this contract will be conducted in accordance with applicable Inspection and Acceptance FAR clause for the contract type contemplated. The basis for acceptance and inspection shall be compliant with the requirements set forth in the statement of work and other terms and conditions of the contract. Rejected deliverable items shall be corrected in accordance with terms and conditions of this contract or as otherwise appropriately requested by the COR and CO.

The Government requires a period not to exceed fifteen calendar days after receipt of any final deliverable item(s) for inspection and acceptance or rejection, unless otherwise specified in the terms and conditions of the TO. For periods exceeding fifteen days, it is the responsibility of contractor to confirm with the Government the receipt or acceptance of the deliverable(s).

### **E.2 Breadth of Inspection**

All deliverables will be inspected by the COR for content, completeness, accuracy, and conformance to requirements. Inspection may include validation of information or customized software through the use of appropriate test methods and algorithms, or as specified in the requirement. The breadth and nature of this testing must be negotiated prior to incorporation of the deliverable in the contract and shall be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables. All written and narrative type deliverables will be reviewed for thoroughness, consistency, accuracy, discrepancies, grammar, errors or other deficiencies identified by the Government.

### **E.3 Non-conforming Deliverables**

Non-conforming deliverables or services will be rejected. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection. Unless otherwise agreed by the parties, deficiencies will be corrected within ten calendar days of the rejection notice. If the deficiencies cannot be corrected within ten days, contractor will immediately notify the CO of the reason for the delay and provide a proposed corrective action plan within ten working days. In FFP and T&M type contracts or line items, all non-conforming deliverables will be remediated to the Government's satisfaction at no additional cost to the Government and within the timeline negotiated with the TO COR.

For all electronic deliverables, it is the responsibility of contractor to ensure the item is free of any computer virus or defects. If a virus or defect is attributed to the deliverable, the infected or defected deliverable will be rejected. The Government will provide contractor a written notification of the virus and the known impact (to date) of the virus, delineating any pertinent details. The new delivery date of the replacement deliverable must be negotiated between contractor and TO CO. The costs for purging and replacing of all Government equipment as a



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result of a deliverable with a virus or defect may be borne by contractor and such will be reported in contractor Performance Assessment Reporting System (CPARS).

**(End of Section E)**





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## SECTION F – DELIVERIES AND PERFORMANCE

### **F.1 Place of Performance:**

Work may be performed at Government site or at Contractor site, as specified in the individual TOs. In some cases, work may be performed at alternate work sites, based on the needs of the Government, in the event of pandemic or similar catastrophic event. The primary Government sites are located in and around metropolitan Washington, DC. S&T also operates laboratories where work may be required in New York, New Jersey, Maryland and Kansas. On rare occasions, temporary duty (TDY) locations may be expanded on a limited basis throughout the United States and internationally. For those contractor personnel who may work in various locations, consideration will be given to establishing a home base for purposes of calculating TDY expenses, and reducing those expenses to the minimum necessary.

### **F.2 Hours of Support**

It is anticipated that support for each program office consists of an eight-hour daily work schedule or some combination of 40 hours a week, Monday through Friday. Upon TO award, contractor shall submit a work schedule, within core operating hours, showing each employee's desired work hours, for Government's approval. All Contractor support shall be available during the core hours of the designated program office. The requirement to provide an average of 40 hours a week does not imply that the Government will manage contractor's personnel or their time. Foreseen or unforeseen absences by Contractor personnel beyond 2 consecutive workdays and expected to continue for up to 5 work days, or absences considered "chronic", such as one or more days absence over consecutive work weeks, will require a contingency plan for alternate coverage. The designated TO Contracting Officer Representative (COR) and the IDIQ COR or respective Contracting Officer(s) must agree to the plan. In such circumstances, contractor is still responsible for successful performance and responsiveness in service to the contract, as well as timely delivery of products and reports. Agreement to any contingency coverage plan shall not be construed as any relinquishment of performance requirements. Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within the TO when the Government facility is not closed.

### **F.3 Surge or Overtime Capacity**

The Government may require surge support. Contractor may be required to provide additional service support or labor hours in excess of 40 hours per workweek to include holidays, weekends, or irregular times and shifts based upon needs of the program office. Surge requirements will be solely an increase in level of effort with similar work requirements at the Places of Performance designated at the task order level. As required, the TO will designate all potential surge requirements.



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Such unexpected services may include a short duration of unexpected increases in the level of effort that occurs once every so often, for example, due to leadership or an unanticipated strategic vision change. As such, surge support may be utilized to fulfil the need, for example, to implement new guidance - perhaps containing unclear requirements at onset - demanding more than the typical 40 hours per week Contractor service support. Another example includes an unexpected increase in effort that evolves into a standardized, definable set of services that will be needed for the foreseeable future.

#### **F.4 Holidays, Inclement Weather, and Furloughs**

*Holidays:* Unless required under the terms of the TO or authorized by TO Contracting Officer, contractor shall not work at any Government facility, nor should any deliveries under this contract be made to any Government facility, on any of the following holidays:

New Year's Day – 1 January

Martin Luther King, Jr.'s Birthday – 3rd Monday in January

President's Day – 3rd Monday in February

Memorial Day – Last Monday in May

Independence Day – 4 July

Labor Day – 1st Monday in September

Columbus Day – 2nd Monday in October

Veteran's Day – 11 November

Thanksgiving Day – 4th Thursday in November

Christmas Day – 25 December

Any other day designated by Federal Statute, Executive Order or a Presidential proclamation.

When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday.

The rate in the schedule of the contract includes an allowance for holidays to be observed. Contractor shall not bill the Government for the holidays listed above, except when the Government requires services and the services are performed on a holiday.

If contractor does not observe a given holiday that the Government observes, contractor may perform contract related work at contractor site or telework with authorization from the TO COR on pre-approved work plan addressing Government tasks. Contractor will continue to do Government work as if it's a regular work day at other than Government site; in other words, the contract price shall not be affected as the pay will be equal to the pay contractor personnel would otherwise receive on a regular work day. The Government will not reimburse contractor personnel for any Contractor related work on holidays. This provision does not preclude reimbursement for authorized overtime work, if applicable to a TO.

*Inclement Weather:* To the extent that there is no adverse impact on the overall contractor performance, contractor personnel working at the specific facility/location may also be dismissed



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at the discretion of the on-site Contractor TO Manager in coordination with the TO Contracting Officer Representative when the Government grants administrative leave to Government employees, or is closed as a result of inclement weather, potentially hazardous conditions, or other special circumstances,

*Furlough:* In the event that the Government personnel are furloughed, contractor is prohibited from entering the Government building. Contractor shall cease all work and shall not incur costs unless otherwise directed and authorized by the TO CO. It is the Government's decision as to whether the contract price/cost will be affected.

Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract.

### **F.5 Workspace**

Contractor personnel are responsible for their own workspace and therefore, shall at the end of each workday clean up all debris, properly discard all materials, and properly store all sensitive documents resulting from their operations. If teleworking, Contractor staff shall ensure all Government issued property is well guarded at all times by contractor personnel and all Government information is protected from public view. Negligence or loss of property and Government information will have negative impact on Contractor performance evaluation and may result in the removal of contractor personnel from the TO.

### **F.6 Delivery of Services and Understanding the Environment**

Advisory and Assistance Services required under each TO shall be delivered and received in accordance with the applicable terms and condition of this IDIQ contract and all terms and conditions of the TO. Contractor personnel shall directly support the program office stated in the TO. As each program office may vary, it is the responsibility of the SETA staff to quickly understand the environment, mission, and needs of the program office; and openly communicate and ask clarification questions to ensure they understand exactly how they will be assisting and who they will be assisting for given tasks. S&T is a deadline and schedule-driven, content and protocol driven, multi-tasking organization. All contractor personnel must be able to adapt to a politically sensitive, high demanding, and evolving organization. Contractor shall provide on-site professional support at all times and as required.

### **F.7 IDIQ and TO Deliverables**

For purposes of delivery, all deliverables shall be made by close of business (COB) 4:30 P.M. local time (Washington, DC) at destination, Monday through Friday, unless stated otherwise in the terms and conditions of the IDIQ contract or TO. Requirements documents must articulate all deliverables. If deliverables are inadvertently left out of the TO requirements document or the IDIQ contract, the respective CO must be notified immediately upon discovery by the respective



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COR and contractor, and the terms and conditions of the award must be modified to reflect such deliverables.

All deliverables must meet professional standards and meet S&T requirements. Deliverables shall be defined by their name, description, format of delivery, frequency of delivery and referenced to the specific task within the requirements document. Contractor will be responsible for delivering to the COR all items specified in the contract, unless otherwise agreed upon. All deliverables developed under the contract will become the property of the U.S. Government. All deliverables shall be marked in accordance with guidelines for classification markings (e.g. For Official Use Only [FOUO], Confidential, etc.)

*TO Monthly Report:* At a minimum the TO shall require a monthly status report. The TO status report shall at least contain a summary of all activities, issues and resolutions, staffing (vacancies/onboarding) status, travel taken, financial status and other information necessary to substantiate the invoice.

IDIQ Deliverables: See IDIQ SOW *Deliverables* Section.

#### **F.8 Notice of Contractor Delays and Notice to Government**

In the event contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or completion date, or as soon as contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, contractor shall immediately notify the TO CO and the TO COR, in writing. This notification shall give pertinent details associated with the delay; this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

**(End of Section F)**



## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1 Accounting and Appropriations Data

Accounting and appropriation data for obligations under the contract will be set forth on individual TOs.

### G.2 Government Roles and Responsibilities

IDIQ COR: The IDIQ COR is responsible for the receipt and acceptance of the IDIQ contract-level deliverables and reports and past performance reporting.

IDIQ COR: *{Name and Contact information to be completed at award}*

IDIQ CO: The CO within the Office of Procurement Operations has the overall responsibility for administration of the SETA III IDIQ contract. The CO is the only individual authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules.

IDIQ CO: Ms. Jigisha Patel  
Office of Procurement Office (OPO)  
Science and Technology Acquisition Directorate (STAD)  
Email: Jigisha.patel@hq.dhs.gov  
Phone: 202-254-8207

The TO CO and COR will be identified at the TO level. TO COs may designate CORs for individual TOs that will be responsible for the day-to-day coordination of the TO. If so, the TO COR is then be responsible for the day-to-day oversight of contractor performance. The TO COR will represent the TO CO in the administration of technical details within the scope of the TO. The TO COR is also responsible for the final inspection and acceptance of all TO deliverables and reports, and such other responsibilities as may be specified in the TO. The TO COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the TO CO or the Government. The TO COR does not have authority to alter contractor's obligations or to change the TO specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify TO obligations or the specification, changes will be issued in writing and signed by the TO CO.

TO COR is also responsible for interfacing with contractor TO Manager on a weekly basis to ensure contractor meets performance standards. The TO COR and TO CO will work with contractor TO Manager to resolve any performance issues in a timely manner. TO CO and TO COR must document all performance issues. If performance issues are not resolved at the TO level, the TO COR and TO CO will work with the IDIQ COR and CO to engage contractor IDIQ Contract Manager to resolve all issues. As appropriate, the TO CO, TO COR, and TO Contract Manager are ALL responsible for documenting performance issues and any other matters of disagreement



between parties. The IDIQ CO and the COR shall be furnished with the documented performance issues by the TO CO and TO COR prior to any meetings among the parties on performance issues.

**G.3 Invoice Preparation and Submission**

It is contractor’s responsibility to ensure invoices and supporting documentation are submitted in a timely manner and in accordance with the requirements of the applicable FAR clauses, terms and conditions of this contract, and the TO requirements. All invoices submitted as supporting documents shall be certified as true and accurate to the best of contractor’s knowledge, subject to the penalties in 18 U.S.C. 1001.

The TO COR is required to review all invoices to ensure the Government is being billed appropriately to the services provided as stated in the TO statement of work and in accordance with contract type prior to invoice approval and acceptance.

Contractor’s accounting practices must record all hours worked per week for each Contractor firm and each Contractor personnel. For T&M and Labor Hour contracts or line items, the Government reserves the right to examine Contractor’s records to verify claimed costs. Contractor must bill only actual hours worked whether regular or overtime. Overtime hours will be compensated at the regular hourly rates negotiated at the TO level for the respective labor category.

Contractor shall submit all invoices in accordance with the applicable FAR clauses and each invoice must also contain an appendix with a summary page and a breakdown of information as follows (or similar format as long as it contains all such information and is easy to read):

<b>Summary page shall include the following Information:</b>					
IDIQ Contract Number Task Order Number Contract Type (T&M or Labor Hour) Current contract period of performance Prime Contractor Name Reporting or Billing Period Date of Invoice Total per CLIN for this invoice Current total expenditure per CLIN vs. ceiling per CLIN Total contract expenditure vs. Total contract ceiling					
<b>CLIN Breakdown should be as follows:</b>					
<b>Labor CLIN: 0001– Labor</b>					
<b>Prime Contractor</b>	<b>Name of Personnel</b>	<b>Labor Category</b>	<b>Labor Rate</b>	<b>Hours Worked</b>	<b>Charge</b>
<b>Subtotal for Prime Contractor</b>					



Subcontractor A	Name of Personnel	Labor Category	Labor Rate	Hours Worked	Charge
<b>Subtotal for Subcontractor A</b>					
Subcontractor B	Name of Personnel	Labor Category	Labor Rate	Hours Worked	Charge
<b>Subtotal for Subcontractor B</b>					
<b>CLIN 0001 Total Hours and Labor</b>					
<b>CLIN: 0002 – ODCs</b>					
<b>ODCs should be accompanied by invoices</b>					
Item Description	Purpose of Purchase	Units	Unit Price	Total Price	
<b>CLIN 0002 Total ODCs</b>					
<b>CLIN: 0003 – TRAVEL</b>					
<b>Travel charges should be accompanied by receipts for lodging and transportation</b>					
Name of Personnel		Destination	Dates of Travel	Total Charge	
<b>CLIN 0003 Total Travel</b>					

(a) SF-1034, Public Voucher for Purchases and Services Other Than Personal, shall be prepared and submitted for payments under this contract, unless otherwise specified in the individual TO.

(b) Pursuant to the provisions of FAR Part 42.7, Indirect Cost Rates, and 42.8, Disallowance of Costs, responsibility for processing public vouchers for T&M and Labor Hour TOs shall be assigned to the cognizant offices identified in each TO.

(c) To ensure timely processing of the invoice payment, T&M and L-H vouchers shall be forwarded simultaneously to the addresses specified in the TO as follows:

- Cognizant audit office for administrative review
- Finance Office
- TO CO



- TO COR

(d) To ensure timely processing of contractor's invoices, FFP vouchers shall be forwarded simultaneously to the addresses specified in the TO as follows (they do not have to be submitted through the cognizant audit office):

- The Finance Office
- The TO CO
- The TO COR

(e) All vouchers submitted to the Government shall delineate cost by:

- Contract and TO number;
- Funding document/order billing item or contract line item number (FFP, L-H, and T&M TOs);
- Any additional information required by specific payment clauses.

(f) The TO COR will forward a copy of the certified voucher to the cognizant finance office for payment.

(g) For FFP task orders with performance based payments, vouchers shall be submitted upon achievement of the billing milestones identified in the task order in accordance with the applicable FAR clause.

(h) A completion voucher will be submitted for each task order in accordance with FAR 52.216-7(d) (5) and (6), Final Indirect Cost Rates.

### **G.5 Performance-Based Service Acquisition (PBSA)**

Per Office of Management and Budget (OMB), Office of Federal Procurement Policy (OFPP), performance-based contracting shall be used to the maximum extent practicable. Per FAR 37.102 when acquiring services, including those acquired under supply contracts or TOs, COs must apply the following order of preference when contracting for services:

1. A Firm-Fixed Price performance-based contract or TO.
2. A performance-based contract or TO that is not Firm-Fixed price.
3. A contract or TO that is not performance-based.

Performance Based Service Contracting (PBSC) is an approach to service contracting in which the Government specifies the result it wants contractor to achieve instead of specifying the manner or method of performance or a number of labor hours. Contractor is free to propose the most appropriate solution for meeting requirements. PBSC must include performance standards (e.g. quality, quantity, timeliness) by which the performance on the tasks will be measured, stipulations



of acceptable quality level, methods of inspection, and incentive/disincentives. For information refer to OFPP's Best Practices Handbook located at [www.whitehouse.gov/omb](http://www.whitehouse.gov/omb).

## **G.6 Task Order Ordering Procedures**

Contractor services will be obtained on an as-needed basis through the issuance of a TO under the IDIQ. All services, deliverables, and applicable parameters of the requirement shall be as described in requirements document (e.g. SOW) at the TO level. TOs will be issued in accordance with the ordering procedures in FAR 16.505(a)(b)&(c) and should be streamlined as much as possible.

Each TO solicitation will include, at a minimum, the following information:

- Task Order Solicitation number
- Solicitation Date
- Statement of Objectives (SOO), Statement of Work (SOW), or Performance Work Statement
- Relevant contract provisions and applicable terms and conditions
- Instructions for submission of technical and cost/price proposals
- Evaluation criteria and relative order of importance (if applicable)
- Anticipated Contract Type
- Contracting organization POCs: name, phone number, e-mail address and fax (*TO CO and Contract Specialist*)
- Proposal Due Date

The Government will not reimburse offerors for any costs incurred for the preparation and submission of a proposal in response to TO solicitation(s). The CO can issue a TO using any medium.

*TO Period of Performance:* As this is an advisory and assistance IDIQ contract, all TOs under this IDIQ for advisory and assistance services, including all options or modifications, may not exceed 5 years unless the exceptions at FAR 16.505(c)(2) apply. The TO CO may extend a TO for a period not to exceed 6 months if a determination is made per 16.505(c)(3).

## **G.7 Task Order Proposal Submission**

*Technical Proposals:* CO can receive technical proposals in oral presentation, written format or both. Responses shall be streamlined and succinct, to the extent practical based on the estimated dollar value and complexity of the work. Proposal must comply with all requirements of the TO solicitation. Proposals not conforming with the TO solicitation may be rejected at the discretion of TO CO. If the proposal includes exceptions or deviations from the requirement, assumptions regarding the interpretation of the requirement, or both, contractor must include in the proposal sufficient amplification and justification to permit evaluation. Moreover, each benefit(s) to the Government shall be thoroughly and comprehensively explained. Exceptions, deviations, and assumptions of themselves may not automatically cause a proposal to be termed unacceptable;



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



however, at the discretion of the TO CO, any exceptions, deviations or assumptions not clearly articulating the benefit(s) to the Government, may render the proposal unacceptable or otherwise non-responsive.

*Price Proposals:* A written price proposal shall always be required. This part of the proposal shall include detailed price amounts of all resources required to accomplish the task, (i.e., labor mix, labor hours, rates, travel, etc.). If travel is specified in the TO statement of work, airfare and/or local mileage, per diem rates by total days, number of trips and number of Contractor employees traveling shall be included in the TO proposal. Supporting documentation shall be submitted with the proposal submission and any other documentation shall be submitted at the discretion of the TO CO. The IDIQ rates are ceiling rates and therefore contractors are encouraged to propose discounted rates.

*Firm Fixed Price (FFP), Time-and-Materials (T&M), and Labor-Hour Task Orders:* When competing for TO awards per the ordering procedures, contractor is permitted to propose labor rates that are lower than those originally proposed and established in the IDIQ contract. All TOs issued will be subject to the ceiling rates set forth in the IDIQ contract. Ceiling rates are identified as the maximum allowable rates chargeable to a given labor category under this IDIQ contract. Therefore, contractor may choose to propose lower rates for various reasons; for example, to improve competitive posture at the TO level. For T&M type task orders, profit on materials is unallowable.

*Other Direct Costs (ODCs):* All anticipated ODC purchases shall be approved by the TO COR or TO CO prior to purchase. Contractor must provide evidence that the items will be purchased at a commercial rate. Other Direct Costs will be reimbursed at contractor's actual cost. Profits on ODCs are unallowable unless otherwise determined by the TO CO.

*TO Proposal Evaluation:* TOs proposal submission will be evaluated based on the evaluation criteria set forth in the TO solicitation. The order of importance of these criteria will be determined at the TO level. Based on the requirement, TOs may be awarded on a best value trade-off analysis or a lowest price technically acceptable (LPTA) analysis.

*No Bids:* If an IDIQ Contractor is unable or unwilling to provide a proposal submission to a TO solicitation, contractor(s) shall submit a "no bid" notification in response to the proposal request by the proposal due date. The notification shall include a brief, cogent, comprehensive statement as to why contractor is unable or unwilling to provide a proposal (e.g. resources required to provide support are not available within contractor team for anticipated period of performance).

*Cancellation of TO Solicitation:* In its sole discretion, the Government reserves the right to cancel a TO solicitation at any time. In such event, contractor will be notified by the TO CO of the Government's decision with no requirement on the Government for further justification. This decision is final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



*Task Order Issuance:* At a minimum the TOs must include the following information as applicable:

- Date of order;
- IDIQ Contract and TO number;
- Contract type with appropriate amount or ceiling;
- Appropriation and accounting data;
- Description of the services to be performed;
- Description of end item(s) to be delivered;
- DD Form 254 (Contract Security Classification Specification);
- Contract Data Requirements List;
- The individual responsible for inspection/acceptance;
- Period of performance/delivery date;
- Estimated number of labor hours for each applicable labor category;
- List of Government furnished equipment, material, and information.
- Applicable terms and conditions

*TO Unique Labor Categories:* Throughout the life of this IDIQ contract, at the request of either contractor or the Government, contractor may propose labor categories, rates and descriptions other than the ones in the IDIQ contract to fulfill a very specific requirement(s) at the TO level but still found to be within the scope of the IDIQ contract. These TO unique labor categories, rates, and descriptions will be negotiated for price reasonableness by the TO CO on a case-by-case basis.

*Unauthorized Work:* Contractor shall not commence work prior to the issuance of a signed TO by a TO CO. The costs associated with unauthorized work shall be borne by contractor.

*Post Award Notice and Debriefings:* Post award notices and debriefings of TOs exceeding \$5.5 million will be done in accordance with FAR 15.503(b)(1) and FAR 15.506, respectively.

*Task Order Ombudsman:* Per FAR 16.505(b)(8) the ombudsman will review complaints from Contractors and ensure all IDIQ Contractors are afforded a fair opportunity to be considered for each TO, consistent with the procedures of this IDIQ contract.

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The current list of ombudsmen is found at:  
[http://www.dhs.gov/xopnbiz/regulations/gc\\_1204658767888.shtm](http://www.dhs.gov/xopnbiz/regulations/gc_1204658767888.shtm).



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



## G.8 TO Closeouts

Contractor is authorized to use the quick-closeout procedure for TOs issued under this contract in accordance with FAR 42.708, *Quick-Closeout Procedure*. In addition:

Final invoices which result in a charge to the Government in excess of \$250.00 or refunds to the Government in excess of \$250.00 shall be processed prior to quick-closeout of the TO. Amounts due to contractor or refundable to the Government of less than \$250.00 are considered de minimus and will not be processed.

Submission of a final “zero dollar invoice” is not required. Once agreement for quick-closeout is reached on individual TOs, a bilateral modification will be issued to close out the TO. Once the bilateral modification is executed by the TO CO, the TO is closed and no further invoicing, adjustments, or claims will be accepted.

Modifications for closeouts will include the following statement: “The bilateral execution of this modification releases the Government and [insert Contractor name] from any further obligation.”

All TOs under this contract do not have to be closed in accordance with quick- closeout procedures. The TO CO and contractor can evaluate complex TOs on a case-by- case basis for applicability of quick-closeout procedures.

**(End of Section G)**



## SECTION H – SPECIAL CONTRACTING REQUIREMENTS

### H.1 Authorized Users

This multiple award IDIQ contract is available only for Research and Development Advisory Assistance Services, technical and administrative, to the Science & Technology Directorate of the Department of Homeland Security.

### H.2 Labor Mix -- Key Personnel and Non-Key Personnel

Contractor shall provide qualified personnel for all positions under a given TO. While it is important to provide personnel who have the specific education, experience, skills and technical background to meet mission needs, positive attitude and energy, and interpersonal skills are equally important and required to successfully accomplish tasks specified in each individual TO.

The IDIQ Manager is a key personnel position for the duration of the IDIQ; the TO Manager position is a key personnel position for the duration of a TO issued under this IDIQ. All other labor mix and key personnel will be determined at the TO level based on the Government's need. At the TO level, key personnel will be identified by name as well as their labor category within the contract terms and conditions.

During the first 90 calendar days of performance, contractor shall make no substitutions of key personnel without the approval of the Contracting Officer, unless illness, death, or termination of employment necessitates the substitution. Contractor shall notify the Contracting Officer as soon as possible after the occurrence of any of these events and provide replacements within the timeframe negotiated with the CO. After the initial 90 calendar day period, contractor may propose a substitution for the key personnel.

Prior to making, at any time for the duration of this IDIQ or a TO, any substitution permanent (key or non-key personnel), contractor shall demonstrate, to the satisfaction of the Contracting Officer, that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel originally identified for the position. Contractor shall notify the Contracting Officer in writing of any proposed substitution at least 30 days in advance. Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify contractor within 15 calendar days after receipt of all required information (including at minimum the resumes of proposed substitutes and assessment of them by relevant COR) of the decision on proposed substitutions.

### H.3. Consideration

In the event contractor is not able to make a timely and satisfactory replacement of personnel, or if the performance of contracted work is affected negatively under any scenario, contractor shall work with the CO to develop an equitable remedy (fair to both parties). Such remedies may include



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



a decrement to a scheduled payment or other innovative method where both parties receive consideration. Consideration generally requires two elements: 1) something must be given that the law regards as a sufficient legal value for the purpose – either benefit to the seller or a detriment to the buyer, and 2) that benefit or detriment of legal value must be dealt with by the parties as the agreed upon price or exchange for the promise – there must be a bargained-for exchange. The requirement for consideration does not require that what is relied upon for consideration be of equivalent value to the promise; the consideration need only have some value. The Government authority to agree to the terms of equitable remedy rests with the contracting officer. The agreement to the remedy must be executed via bilateral modification and the contracting file must be properly and comprehensively documented.

#### **H.4 Telework**

All telework shall be pre-coordinated with all respective parties that contractor personnel is providing support, but only permitted at the TO COR's discretion for extenuating circumstances or as deemed necessary for successful performance. Telework is not a right, rather a privilege. Telework options will be revoked if performance is negatively affected as deemed by the program office. All activities and tasks to be accomplished on telework days shall be pre-coordinated with the TO COR.

#### **H.5 Training**

Contractor shall provide training, as necessary, for its own personnel to ensure that SETA staff is trained on the common suite of Microsoft Office tools (e.g., Word, Excel, and PowerPoint) and other applicable programs, as required. Contractor shall also ensure that all of its employees have been properly trained and are qualified to perform assigned tasks under each TO and meet all skill-sets under the IDIQ and the TO to perform the work successfully and with minimal appropriate guidance. The Government will provide or coordinate training on any new Government-provided equipment or Government-directed training (e.g., Information Assurance). If any such training requires travel on the part of contractor employees, travel costs within the national capital region (e.g., Metro) shall be borne by contractor. New contractor personnel will undergo mandatory orientation training both for DHS, DHS Science & Technology Directorate, and as necessary at the individual program office level.

#### **H.6 Travel**

Travel shall be submitted for approval at least one month prior to travel commencement. Travel will be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of a task order in accordance with the Federal Acquisition Regulation (FAR) 31.205-46 "Travel Costs". Thus, travel cost reimbursement shall not exceed the prevailing applicable "maximum per diem rates" and other limitations specified in the applicable regulations in FAR 31.205-46. Maximum allowable per diem rates are defined in the Defense Contract Audit Manual (CAM). Under the FAR travel cost principle, for Contractors traveling in the contiguous United States, maximum per diem rates are set in the Federal Travel Regulations (FTR). For Contractors



traveling in Alaska, Hawaii, and territories of the United States, the maximum per diem rates are set in the Joint Travel Regulations (JTR). For Contractors traveling to areas outside the United States and its territories, the maximum per diem rates are set in the State Department's Standardized Regulations (SR).

Consideration **SHALL ALWAYS** be given to alternative means of meeting not requiring travel, such as teleconference, VTC meeting, webinars, etc.

*TO Travel Documentation Requirements:* Separate worksheets shall be submitted for each traveler. The travel documents shall delineate at a minimum and as applicable the following information:

- Name of individual traveling
- Purpose of travel to include justification for in-person meeting attendance
- Government beneficiary
- current invoice period
- other known travelers-government
- other known travelers-contractor
- days of travel
- travel dates
- number of days being charged per diem
- Itemized breakout of travel costs to include: per diem rate used (meals & lodging), total per diem charged, transportation costs, other costs, total charges
- Travel account balance remaining assuming trip approved

**Trip Reports:** The contractor shall submit a summary of each TDY trip to include dates and times for travel and work, meetings attended, activities performed and personnel visited with contact information provided, other information as required by the government and in a format designated by the government. Trip reports are due no later than five business days after travel.

### **H.7 DHS Subcontracting Goals for Any Type of Large Businesses**

Offerors may consider subcontracting as a means to more fully meet the array of requirements and resources potentially required by DHS under the S&T SETA requirement. The utilization of small business concerns as subcontractors in service to the Government is a matter of national interest with both social and economic benefits. When a Contractor fails to make good faith effort to comply with a subcontracting plan – i.e., objectives are not achieved - 15 U.S.C. 637(d)(4)(F) direct that liquidated damages shall be paid by contractor.

In constructing the subcontractor team, the large business is expected to support the following DHS small business subcontracting goals:



SB Category	FY 2017 Subcontracting Goals
SB Sub	39.0%
SDB Sub	5.0%
HUBZone Sub	3.0%
SDVOSB Sub	3.0%
WOSB Sub	5.0%

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

**H8. Subcontracting and Teaming Arrangement Conditions**

A teaming agreement or subcontracting plan shall be for the duration of the IDIQ contract. Any changes to the composition of such partnerships shall be approved by the IDIQ CO and COR.

Nothing contained in this contract shall be construed as creating any contractual relationship between any subcontractor and the Government. It is contractors’ responsibility to divide the work among themselves the way they see fit under any arrangement they establish. The divisions or sections of the statement of work are not intended to control or guide Contractor’s division of labor arrangements or to limit the work performed by any occupation or a function within the occupation. In creating any such arrangements, including a joint venture, the Prime Contractor or the leading partner shall be responsible to the Government for acts and omissions of its own contractor personnel, and of subcontractors or partners and their subcontractor or partner personnel. Contractor shall also be responsible for the coordination of the work of all of their contractor personnel, including subcontractor or partner personnel. Each task order must identify a singular individual responsible to the Government for performance under that task order on the condition of receiving the contract.

The Government or its representatives will not undertake to settle any differences between contractor and its subcontractors, or between partners.

**H.8 Purchasing System**

Contractor shall notify the TO CO in writing and receive the TO CO’s consent to a proposed change in the status of its approved purchasing system and provide the reason(s) for the change. Documentation shall be submitted in accordance with FAR Part 44, *Subcontracting Policies and Procedures*.

**H.9 Security Requirements**

All on-site contractor personnel shall abide by security regulations applicable to the Government facility site at which they are located. DHS has and will exercise full control over granting, denying, withholding, or terminating unescorted access to Government facility, Government systems and/or sensitive Government information for contractor employees, based upon the results





U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



of a DHS fitness (suitability) investigation. DHS may, as it deems appropriate, authorize and make a favorable entry of duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the contactor 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 contractor fitness (suitability) authorization will follow as a result thereof. The granting of a favorable EOD decision or a full Contractor fitness (suitability) authorization determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the task order. No employee of contractor shall be allowed unescorted access to a Government facility, access to any sensitive information, or access to DHS information systems without a favorable EOD decision or contractor fitness (suitability) determination by the DHS Office of Security. Contract employees assigned to the task order not needing access to sensitive DHS information, DHS systems or access to DHS facilities will not be subject to security contractor fitness (suitability) screening. Contract employees waiting an EOD decision may not begin work on the task order. Limited access to Government buildings is allowable prior to the EOD decision if contractor is escorted by a Government employee. This limited access is to allow contractors to attend briefings, nonrecurring meetings, and begin transition work. Classified information is Government information which requires protection in accordance with Executive Order 13526, National Security Information (NSI) as amended and supplemental directives. If any Contractor personnel has access to classified information at a DHS owned or leased facility, such personnel shall comply with the security requirements of DHS and the facility. If contractor is required to have access to classified information at another Government agency facility, it shall abide by the requirements set forth by that agency.

In addition to the DHS suitability check, contractor personnel may require security clearances based on the needs of the Government. TOs issued under the IDIQ may be required to have up to a TOP SECRET (TS) security clearance with Sensitive Compartmented Information (SCI) eligibility. Prior to commencement of services, contractor personnel must successfully transfer security clearances as required by DHS S&T Security Office protocols. Subcontractors shall comply with the same security clearance requirements as the contractor. Contractor shall issue a DD Form 254 to each subcontractor, as directed by the Government, reflecting the level of security requirements applicable respective to the level of support provided by the subcontractor.

Contractor personnel requiring security clearance to provide support to DHS are expected to have that clearance prior to being assigned such work. The Government will, in general, not sponsor or request background investigations and adjudication of Contractor staff not already in possession of the required security clearance. No classified work is authorized without an approved DD Form 254 and the appropriate personnel security clearances.

Classified materials up to a SECRET level may be transmitted to contractor for safeguarding, storage or retention on contractor site. Contractor shall adhere to all applicable laws, regulations, orders, guides, and directives pertaining to Classified, Sensitive But Unclassified, FOUO, and personally identifiable information. Contractor shall safeguard Sensitive But Unclassified, FOUO information specifically in accordance with DHS Management Directive 11042.1. Contractor



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



shall establish and implement appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of classified and sensitive Government information, data, and/or equipment. If contractor personnel are ever uncertain about the handling or treatment of any information or data, they shall consult the TO COR.

Contractor personnel will be provided with a Government-issued Contractor identification card once all security requirements have been met. Each Contractor personnel shall prominently display the Government Issued ID at all times when in the Government facility. Contractor may also be provided a proximity pass for after-hours access to the building or secured facility pass to access a Government secured terminal on an as needed basis to conduct work under a TO and at the discretion of the TO COR. This access shall be provided solely at the discretion of the Government and may be revoked or withdrawn at any time, without notice or cause, by Security Office officials, the COR, or the CO.

Contractor personnel must report the loss of any Government issued item to the COR, CO and the issuing office immediately after it is realized the item is missing. Contractor shall prepare and maintain a roster of all its employees (both former and current) by TO. Moreover, the list shall identify all Government furnished items (badge, pass, computer, phone, etc.) that have been issued to each of these personnel. The roster shall be maintained for the duration of the IDIQ contract or the TO, whichever is longer. Contractor personnel under this IDIQ contract shall return all Government issued badges and passes, equipment, information and materials to the issuing office in accordance with applicable and current DHS security forms (e.g. DHS Form 400-4, 141-4, 560-3, etc.).

#### **H.10 Disclosure and Avoidance of Inherently Governmental Functions**

Contractor shall not perform or give the appearance of performing inherently governmental functions as described in FAR Parts 2 and subpart 7.5, and all applicable DHS policy. Hence, no contractor personnel shall exercise judgement that constitutes or gives the appearance of making a decision, or providing approval/disapproval in the conduct of any official process. Such includes, but is not limited to:

- The determination of federal program priorities for budget requests.
- The selection or non-selection of individuals for federal Government employment, including the interviewing of individuals for employment.
- Services that involve or relate to the evaluation of another Contractor's performance.
- The approval of position descriptions and performance standards for Federal employees.
- Determining what supplies or services are to be acquired by the Government.
- Participating as an evaluator of technical proposals or as a voting member on any source selection boards;
- Contractor employees are prohibited from the drafting of congressional testimony, responses to congressional correspondence, or agency responses to audit reports from the Inspector General, the Government Accountability Office, or other Federal audit entity.

Some functions are not inherently governmental but may approach such status if care is not exercised by both the Government and contractor in how contractor performs the function. Examples of such functions that are likely to be encountered in the exercise of this contract include, but are not limited to:

- Services that involve or relate to budget preparation, including workload modeling, fact finding, efficiency studies, and should-cost analyses, etc.
- Services that involve or relate to reorganization and planning activities.
- Services that involve or relate to analyses, feasibility studies, and strategy options to be used by agency personnel in developing policy

### **H.11 Protocol and Contractor Badge**

Contractor personnel shall not disseminate any information without the review and approval of the tasking Government personnel. Contractor personnel shall follow all emergency procedures established by the Government for accountability of contractor personnel. Contractor personnel shall follow all DHS guidance and requirements for document preparation, archival, and management. Where no such criteria of procedures exist, industry best practices shall be followed, as approved by the designated TO COR.

Correspondence and interaction by contractor support relating to day-to-day tasks, projects, requests, or other subjects in discussion should transpire with courtesy copy (CC) to relevant party or Government official in concern if by email; and with the permission or presence of the Government official in concern if by telephone, or face-to-face.

All documents or reports produced by contractor shall be marked as prepared by contractor support or otherwise indicate that contractor participation is disclosed. All contractor personnel shall identify themselves as contracted support personnel in all forms of communication and settings with all entities with whom S&T has business dealings. Moreover, all Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials. Therefore, contractor shall:

- Answer all telephone calls and establish a personalized voice message with an introductory statement that includes the individual is contracted support citing the name of the company of which they are an employee.
- Include a signature block in all emails that states the individual is contracted support citing the name of the company of which they are an employee.
- Ensure all those with whom contractor individual interacts in any face-to-face dealings while supporting S&T program offices understand that the person is contracted support citing and displaying the name of the company of which they are an employee.

- Ensure that as contracted support, contractor personnel are not representing a government official as a general POC for all inquiries or a lead alternative POC; if, for example, the Government official is out of the office.
- Ensure at ALL times contractor support personnel provide obvious identification through the wearing of a corporate identification badge displaying their own name and company name. Such identification must be worn at ALL times above the waist. Issuing a corporate badge to a contractor personnel is the sole responsibility of Contractor.
- All government workspace provided to the contractor personnel must identify the company the contractor personnel represents.

## **H.12 Government Furnished Workspace, Office Equipment, Property, and Information**

*Government Furnished Workspace and Office Equipment:* Office space, online network communications, phone services and other basic facilities will be provided by the Government for Contractor personnel when working at Government site. All Government unique material, forms and information related to a respective TO under this IDIQ, and which is necessary for contractor performance, will be made available to contractor. The COR will be the point of contact for identification of any required information to be supplied by the Government. All information provided to contractor shall only be used in the manner that the Governments intends it to be used and with the Government's permission and only for the duration of the TO.

*Government Furnished or Funded Property (GFP):* Any GFP provided to contractor in support of individual TOs shall be tracked through applicable procedures provided by the TO CO in accordance with the FAR. Property shall be accounted for and marked accordingly for identification and tracking purposes with the Contract Number, TO Number, Serial Number and other information as required by the TO CO. All GFP shall be returned to the Government at the completion of each TO unless otherwise specified. In the event contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45, Government Property, is required. Contractor shall furnish to the TO COR a complete inventory of all Government property in its possession under the TO prior to termination or expiration of TO. Prior to dispensation of any items on the inventory, contractor will seek TO COR instructions.

*Government Furnished Information (GFI):* The Government may provide information (e.g., technical data, applicable documents, plans, regulations, specifications, etc.) in support of a TO.

*Safeguarding and Disclosure of Information:* All information and documents provided for Contractor use shall be handled in accordance with the terms and conditions of the TO, IDIQ, and the classification marking (e.g. For Official Use Only (FOUO), confidential, etc.); and shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person, except as may be necessary in the performance of the contract per the direction of the tasking Government official.

Contractor/subcontractor at any tier can only disclose FOUO information in accordance with the guidance provided by the appropriate tasking Government official. Any Contractor or



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



subcontractor personnel at any tier who is communicating “Official Use Only” information shall ensure the recipient of the disclosed information is notified in writing of the purpose to which the information may be used, with the following disclosure:

*“Be advised that Official Use Only information disclosed to an individual can be used only for a stated purpose, and to the extent authorized herein, and that further disclosure of any such Official Use Only information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to 10 years, or both.”*

### **H.13 Contractor Performance Assessment Reporting Systems (CPARS)**

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

Per DHS FAR Class Deviation 11-03 all service contracts and orders that exceed \$1,000,000 require evaluations under the CPARS. Interim evaluations shall be performed on contracts and orders exceeding one year in duration. FAR 42.1502 (h) can assist with improving contractor’s marginal performance and identifying any major deficiencies. At the discretion of the IDIQ CO, Contractor performance evaluations under this IDIQ may be consolidated for orders that are (A) issued by the same office and (B) performed at the same location (e.g., performed at the same facility).

### **H.14 Standard of Conduct at Government Property**

In accordance with FAR 3.1002 contractor shall be responsible for upholding professional standards of employee competency, conduct, appearance, demeanor, honesty and integrity; and shall be responsible for taking appropriate disciplinary action with respect to its employees in consultation with TO and IDIQ CO and COR and other Government officials, as necessary. Moreover, Contractor should comply with rules of behavior on federal property in accordance with Code of Federal Regulation (CFR) title 41 Part 102-74, Subpart C. Contractors shall have a written code of business ethics and conduct. To promote compliance with such code of business ethics and conduct, Contractors shall have an employee business ethics and compliance training program and an internal control system that (1) are suitable to the size of the company and extent of its



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



involvement in Government contracting; (2) facilitate timely discovery and disclosure of improper conduct in connection with Government contracts; and (3) ensure corrective measures are promptly instituted and carried out.

## **H.15 Branding**

### *Use of Department of Homeland Security Seal*

In accordance with DHS Management Directive 123-06, 18 U.S.C. § 506, 18 U.S.C. § 701, 18 U.S.C. § 1017 and 28 U.S.C. § 1733(b), the usage of the DHS seal shall be requested by completing DHS Form 0030 (12/08).

Request shall be submitted to the Contracting Officer, who will be responsible for submitting the form for review by the DHS Office of Public Affairs. In summation:

- Any use of the DHS seal must be approved by the Secretary or his/her designee;
- Any use of the DHS seal shall not imply an endorsement of products or services by the Department or a component; shall not place the Department at risk of liability; shall not incur costs to the Department and shall not adversely affect the Departments ability to meet its mission objectives;
- Any permission granted by the Secretary will apply only to the specific use outlined on the DHS form 0030 (12/08) and should not be construed as permission for any other use;
- Any use of the DHS seal shall benefit the Department; tie to a key communication or operational objective; and demonstrate the ability for significant impact.
- The Department reserves the right to cancel the use of the DHS seal at any time.

S&T must be acknowledged in any presentation (oral or written) of work that is a direct result of contractor's support work to S&T. Any presentation that contractor makes that relates to work conducted by or funded by or for S&T must be provided to the TO COR with a courtesy copy to the TO CO for review prior to presentation. Contractor must obtain TO COR or CO guidance and permission prior to development of presentation or acceptance of invitation to make presentation.

The normal review process in terms of clearance by Security, Office of Corporate Communications, Office of General Counsel and respective program division shall then be further coordinated by the TO COR, as necessary. The TO CO shall be courtesy copied or kept abreast of all communications (from inception of request to final decision).

Contractor is not permitted to present S&T work or their participation in S&T work for business promotional purposes, prior to TO COR and CO permission.

Any questions, comments, or concerns on presentations shall be addressed to the respective TO COR and CO.



### **H.16 Incorporation of the Subcontracting Plan**

Contractor [FILL IN NAME AFTER AWARD] subcontracting plan, dated [FILL IN AFTER AWARD] in response to the S&T SETA III solicitation, and submitted in accordance with FAR 52.219-9, *Small Business Subcontracting Plan*, is hereby approved and incorporated herein (See attachment [FILL IN AFTER AWARD]).

### **H.17 Notification to the Contracting Officer of T&M Ceiling**

In the case of a T&M or LH contract type or CLIN, contractor shall notify the TO CO in writing per the notification requirements of FAR 52.212-4 when the total accrued costs against the contracted effort will exceed 85% of the ceiling price within 30 days. A notification in any other format and to any other federal Government employee does not constitute a notification to the TO CO. Failure to provide a timely notification will be negatively reflected in CPARS as Contractor's negligence on adhering to the terms and conditions of the contract and poor oversight of contract ceiling.

### **H.18 DHS Non-Disclosure Agreements (DHS form 11000-6), SETA III Non-Disclosure Agreement (Supplement to DHS Form 11000-6), and Company to Company Agreements.**

The SETA support may be required to interface with other service providers to the Government. Such SETA Contractor personnel may be provided information from other service providers in conduct of their support services to S&T. To ensure certain Government information and other services providers' proprietary information is protected, contractor personnel in support of a TO are required to sign the **DHS non-disclosure agreement (DHS Form 11000-6, Attachment E)**, **SETA III non-disclosure agreement (supplement to Form 11000-6, Attachment F)** prior to onboarding and commencement of any work for any TO issued under this IDIQ contract; and immediately upon replacement of any personnel under a TO.

Contractor shall make no unauthorized use or disclosures of any technical, organizational or proprietary information obtained through their support to the Government under and related to this IDIQ, inclusive of any TOs issued. Any videos, still photos, and digital photos taken during the execution of a TO shall be turned over to TO COR and CO with their associated negatives and files at the completion of each TO, and contractor shall destroy all associated files from their records as directed by the Government.

A contractor employee may only serve on a proposal evaluation panel if there are insufficient Government officials available with the requisite expertise to participate in the source selection process and a written determination is made in accordance with FAR 37.203(d) and FAR 37.204. Contractor employee serving as an evaluator for a procurement or handling any procurement sensitive documents in an administrative capacity for that procurement must sign a **company to company agreement** (Attachment H) before handling any procurement sensitive documents.



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



Contractor employee(s) participation during the evaluation process will not be additionally compensated.

### **H.19 Pre-award and Post-award Meetings**

In support of the contract or a TO, pre-award and post-award meetings may be necessary to resolve issues, meet Government expectations, or to facilitate a better understanding of the requirement. Some meetings may take place via teleconferences while others may occur at a Government site.

### **H.20 Modifying Period of Claim**

Notwithstanding the claim period stated in FAR 52.233-1, Disputes, and pursuant to FAR 33.206, Initiation of a Claim, contractor agrees to submit any claim related to this IDIQ contract or resultant TOs within 12 months after accrual of the claim.

### **H.21 Gathering and Outreach Support**

TOs may call for performance that may involve a “gathering” or “outreach” endeavor, such as a meeting, workshop, panel, or committee, to be convened in order to collect the views of personnel who are not solely contractor’s employees (e.g., subject matter experts, stakeholders, First responders, etc.) or otherwise fulfill the contract’s performance. Notwithstanding the cost principle, FAR 31.205-43, contractor (and any subcontractor it employs for purposes of facilitating the gathering/outreach event) must comply with following conditions in arranging and charging costs associated with such a gathering(s) to applicable task orders:

- (a) Contractor shall not provide food, beverages, snacks, or meals to the participants at Government expense. The parties agree that any such cost will be unallowable under this contract. Where an exception to this rule is desired by either contractor or the cognizant DHS program office, an advance request to the DHS Office of the General Counsel (OGC) should be made by the DHS program office. If approved in writing by OGC, a subsequent modification to the task order by a DHS warranted contracting officer would be needed to allow such costs to be allowed under the task order.
- (b) In researching venues for the gathering(s) to take place, contractor will endeavor to find available Government space. Where none is readily found, contractor will provide the DHS Contracting Officer with at least three proposed venues, along with the market research necessary to make an informed decision on venue solicitation/selection. Contractor may enter into a contract or sub-contract act in its own name to secure a venue on behalf of DHS as authorized under the task order.
- (c) Contractor shall not use the Official Seal of the Department of Homeland Security (DHS) or any designation implying endorsement by or sponsorship or co-sponsorship of DHS without the advance approval of the DHS Contracting Officer and the DHS Office of Public Affairs, where





the latter is requested by submission of a prescribed DHS form. This includes all mediums of communication: e.g., briefings, gatherings, websites, presentations, publications, etc.

(d) If the Statement of Work indicates contractor shall convene a gathering(s) that include personnel not in the employ of contractor (e.g., subject matter experts, first responders, public stakeholders, etc.), and where the purpose of said gathering is to garner the views of those non-Contractor personnel attendees, and contractor is to report back the results to the Department of Homeland Security (DHS), the following guidelines shall be followed (unless the DHS Contracting Officer or this Statement of Work expressly indicates otherwise):

(i) Contractor must abide by the Federal Advisory Committee Act (5 U.S.C. App. 1 et seq.), thus, in order to not invoke the statute's requirement to form official advisory board committees, Contractor shall specifically seek and only report "individual" (not "consensus" findings) from the attendees;

(ii) Contractor must clearly identify their status as a "Contractor" to third parties at the gathering(s), so that it is clear Contractor employees are not Government officials and they are not "representing" DHS, rather providing support to fulfill this contract's statement of work;

(iii) Contractor shall not seek identical information from 10 or more (non-federal employee) individuals (e.g., conducting a survey), that could potentially trigger the Paperwork Reduction Act (44 U.S.C. § 3501 et seq.) unless written permission is provided by a warranted DHS Contracting Officer.

**H.22 Information Technology Security and Privacy Training (MAR 2015) *Note: As applicable to each TO***

(a) **Applicability.** This clause applies to Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). Contractor shall insert the substance of this clause in all subcontracts.

(b) **Security Training Requirements.**

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Contractor shall



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) Privacy Training Requirements. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

### **H.23 Safeguarding of Sensitive Information (MAR 2015) *Note: As applicable to each TO***

(a) Applicability. This clause applies to Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). Contractor shall insert the substance of this



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



clause in all subcontracts.

(b) Definitions. As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant

Secretary for the Transportation Security Administration or his/her designee);

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

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

“Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN)

Other PII may be “sensitive” depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) Authorities. Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:



- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at: <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) Handling of Sensitive Information. Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a

condition of access to such information. Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.

(4) Contractor's invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(e) Authority to Operate. Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

(1) Complete the Security Authorization process. The SA process shall proceed according to the DHS Sensitive Systems Policy Directive 4300A (Version 11.0, April 30, 2014), or any successor publication, DHS 4300A Sensitive Systems Handbook (Version 9.1, July 24, 2012), or any successor publication, and the Security Authorization Process Guide including templates.

- (i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.
- (ii) Independent Assessment. Contractors shall have an independent third party

validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations. Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.

- (iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) Renewal of ATO. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. Contractor is required to update its SA package as part of the ATO renewal process. Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of Contractor environment to ensure controls are in place.

(3) Security Review. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to Contractor's facilities, installations, operations,

documentation, databases and personnel used in the performance of this contract. Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) Continuous Monitoring. All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The plan is updated on an annual basis. Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with FIPS 140-2 Security Requirements for Cryptographic Modules and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.

(5) Revocation of ATO. In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

(6) Federal Reporting Requirements. Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

(f) Sensitive Information Incident Reporting Requirements.

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and





Reporting requirements. When notifying the Headquarters or Component SOC, Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in 4300A Sensitive Systems Handbook Incident Response and Reporting, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Data Universal Numbering System (DUNS);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) Contracting Officer POC (address, telephone, email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where sensitive information resided at the time of the incident, both at Contractor and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;
- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

(g) Sensitive Information Incident Response Requirements.

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related

services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.

(2) Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

- (i) Inspections,
- (ii) Investigations,
- (iii) Forensic reviews, and
- (iv) Data analyses and processing.

(4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(h) Additional PII and/or SPII Notification Requirements.

(1) Contractor shall have in place procedures and the capability to notify any individual whose PII resided in Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the DHS Privacy Incident Handling Guidance. Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

(2) Subject to Government analysis of the incident and the terms of its instructions to Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;

- (v) What Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
  - (vi) Information identifying who individuals may contact for additional information.
- (i) Credit Monitoring Requirements. In the event that a sensitive information incident involves PII or SPII, Contractor may be required to, as directed by the Contracting Officer:
- (1) Provide notification to affected individuals as described above; and/or
  - (2) Provide credit monitoring services to individuals whose data was under the control of Contractor or resided in Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which Contractor has no affiliation. At a minimum, credit monitoring services shall include:
    - (i) Triple credit bureau monitoring;
    - (ii) Daily customer service;
    - (iii) Alerts provided to the individual for changes and fraud; and
    - (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or
  - (3) Establish a dedicated call center. Call center services shall include:
    - (i) A dedicated telephone number to contact customer service within a fixed period;
    - (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
    - (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
    - (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
    - (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
    - (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.
- (j) Certification of Sanitization of Government and Government-Activity-Related Files and Information. As part of contract closeout, Contractor shall submit the certification to the COR and



the Contracting Officer following the template provided in NIST Special Publication 800-88 Guidelines for Media Sanitization.

(End of clause)

### **H.23 Organizational Conflict(s) of Interest and Limitation on Future Contracting**

(a) Purpose. The purpose of this clause is to ensure that Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as “Contractor”) in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of contractor's work product. (i) Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from Contractor's performance of work under this contract for a period of 5 years after the completion of this contract. Furthermore, unless so directed in writing by Contracting Officer, Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude Contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by Contracting Officer, in which case the restriction in this sentence shall not apply.

(iii) Nothing in this paragraph shall preclude Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information. (i) If Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, Contractor agrees that without prior written approval of the Contracting Officer it shall not—



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Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award. (1) Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DHS may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.



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Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



(f) Subcontracts. (1) Contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms “contract,” “Contractor,” and “contracting officer” shall be appropriately modified to preserve the Government's rights.

(2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, Contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of Contractor. If the conflict cannot be avoided or neutralized, Contractor must obtain the approval of the DHS Contracting Officer prior to entering into the subcontract.

(End of clause)

#### **H.24 No Private use of Contract Data**

Pursuant to FAR clause 52.227-14 paragraph (d)(2) of the Rights & Data – General (Dec 2007) of this contract, Contractor shall not use any data first produced in the performance of this contract for any purpose other than the performance of this contract.

(End of Section H)

(End of Part I)



## PART II: CONTRACT CLAUSES

### SECTION I – SPECIAL CONTRACTING REQUIREMENTS

The Government reserves the right to unilaterally add clauses at any time during the life of this contract that is in the best interest of the Government.

#### 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 CO will make their full text available. Also, the full text may be accessed electronically at the following Internet address:

<http://www.acquisition.gov/far/> and <http://farsite.hill.af.mil/VFHSARA.HTM>

FAR/HSAR Clause No.	Title	Date
52.202-1	Definitions	(Nov 2013)
52.203-3	Gratuities	(Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to Government with Alt I	(Sep 2006)
52.203-7	Anti-Kickback Procedures	(May 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transaction	(Oct 2010)
52.203-14	Display of Hotline Poster(s) FAR.203-14(b)(3): <a href="https://www.oig.dhs.gov/index.php?option=com_content&amp;view=article&amp;id=51%3A hotline-info&amp;catid=1%3A right&amp;Itemid=133">https://www.oig.dhs.gov/index.php?option=com_content&amp;view=article&amp;id=51%3A hotline-info&amp;catid=1%3A right&amp;Itemid=133</a>	(Oct 2015)
52.203-16	Preventing Personal Conflicts of Interest	(Dec 2011)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	(Apr 2014)
52.204-1	Approval of Contract FAR 52.204-1: This contract is subject to the written approval of the IDIQ SETA III Contracting Officer and shall not be binding until so approved.	(Dec 1989)
52.204-2	Security Requirements	(Aug 1996)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(May 2011)
52.204-9	Personal Identity Verification of Contractor Personnel	(Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	(Oct 2016)
52.204-13	System for Award Management Maintenance	(Oct 2016)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	(Oct 2016)
52.204-18	Commercial and Government Entity Code Maintenance	(Jul 2015)
52.204-19	Incorporation by Reference of Representation and Certifications	(Dec 2014)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	(Jun 2016)



<b>FAR/HSAR Clause No.</b>	<b>Title</b>	<b>Date</b>
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment	(Oct 2015)
52.209-9	Updates of Information Regarding Responsibility Matters	(Jul 2013)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	(Nov 2015)
52.211-11	Liquidated Damages-Supplies, Services, or Research and Development <i>Note: As applicable at task order level</i>	(Sep 2000)
52.212-4	Contract Terms and Conditions – Commercial Items with Alt I	(Jan 2017)
52.212-5	Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Items With 52.212-5 (b) (1)-(2); (4); (7) - (9); (16)-(17 with Alt II); (20); (25) – (36), (42), (44), (50), (56)  and  DEVIATION (Jan 2017)	(Jan 2017)
52.215-8	Order of Precedence-Uniform Contract Format	(Oct 1997)
52.215-7	Waiver of Facilities Capital Cost of Money	(Oct 1997)
52.215-19	Notification of Ownership Changes	(Oct 1997)
52.215-23	Limitations on Pass-Through Charges	(Oct 2009)
52.216-31	Time-and-Materials/Labor-Hour Proposal <i>Note: Provision as applicable at task order level</i>	(Apr 1984)
52.217-5	Evaluation of Options with: For evaluation purposes only, the total evaluated price is the sum of the total prices submitted for (a) the base period, (b) all option periods, and (c) the six-month extension authorized by FAR clause 52.217-8. For purposes of determining the evaluated price for the six month extension authorized by FAR 52.217-8, the total price is calculated as one-half of the total price of the final option year. Evaluation of options will not obligate the Government to exercise the option(s)." <i>Note: Contracting Officer must include this provision as applicable at task order level</i>	(July 1990)
52.217-9	Option to Extend the Term of the Contract <i>Note: As applicable at task order level</i>	(Mar 2000)
52.219-8	Utilization of Small Business Concerns	(Nov 2016)
52.219-9	Small Business Subcontracting Plan with Alt II	(Nov 2016)
52.219-16	Liquidated Damages – Subcontracting Plan	(Jan 1999)
52.222-3	Convict Labor	(Jun 2003)
52.222-19	Child Labor—Cooperation with Authorities and Remedies	(Oct 2016)
52.222-21	Prohibition of Segregated Facilities	(Apr 2015)
52.222-26	Equal Opportunity	(Sept 2016)





<b>FAR/HSAR Clause No.</b>	<b>Title</b>	<b>Date</b>
52.222-35	Equal Opportunity for Veterans	(Oct 2015)
52.222-36	Equal Opportunity for Workers with Disabilities	(Jul 2014)
52.222-37	Employment Reports Veterans	(Feb 2016)
52.222-40	Notification of Employee Rights under the National Labor Relations Act	(Dec 2010)
52.222-46	Evaluation of Compensation for Professional Employees <i>Note: Provision as applicable at task order level</i>	(Feb 1993)
52.222-50	Combating Trafficking in Persons	(Mar 2015)
52.222-54	Employment Eligibility Verification (OCT 2015)	(Oct 2015)
52.222-59	Compliance with Labor Laws	(Dec 2016)
52.222-60	Paycheck Transparency (Executive Order 13673)	(Oct 2016)
52.223-5	Pollution Prevention and Right-To-Know Information	(May 2011)
52.223-6	Drug-Free Workplace	(May 2001)
52.223-10	Waste Reduction Program	(May 2011)
52.223-15	Energy Efficiency in Energy-Consuming Products	(Dec 2007)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	(Aug 2011)
52.224-1	Privacy Act Notification	(Apr 1984)
52.224-2	Privacy Act	(Apr 1984)
52.224-3	Privacy Training with ALT I or ALT I (DEVIATION) <i>Note: As applicable at task order level</i>	(Jan 2017)
52.225-13	Restrictions on Certain Foreign Purchases	(Jun 2008)
52.227-1	Authorization and Consent	(Dec 2007)
52.227-2	Notice and Assistance regarding Patent and Copyright Infringement	(Dec 2007)
52.227-14	Rights in Data – General <i>Note: As applicable at task order level</i>	(Dec 2007)
52.227-17	Rights in Data – Special Works <i>Note: As applicable at task order level</i>	(Dec 2007)
52.228-5	Insurance – Work on a Government Installation	(Jan 1997)
52.228-7	Insurance – Liability to Third Persons	(Mar 1996)
52.229-3	Federal, State, and Local Taxes	(Feb 2013)
52.230-2	Cost Accounting Standards <i>Note: Not applicable to Small Businesses</i>	(Oct 2015)
52.230-3	Disclosure and Consistency of Cost Accounting Practices <i>Note: Not applicable to Small Business</i>	(Oct 2008)
52.230-6	Administration of Cost Accounting Standards <i>Note: Not applicable to Small Business</i>	(Jun 2010)
52.232-1	Payments	(Apr 1984)
52.232-7	Payments Under Time and Materials and Labor-Hour Contracts	(Aug 2012)
52.232-8	Discounts for Prompt Payment	(Feb 2002)
52.232-9	Limitation of Withholding of Payments	(Apr 1984)
52.232-11	Extras	(Apr 1984)
52.232-17	Interest	(May 2014)
52.232-18	Availability of Funds <i>Note: As applicable at task order level</i>	(Apr 1984)

<b>FAR/HSAR Clause No.</b>	<b>Title</b>	<b>Date</b>
52.232-23	Assignment of Claims	(May 2014)
52.232-33	Payment by Electronic Funds Transfer – System for Award Management	(Jul 2013)
52.232-39	Unenforceability of Unauthorized Obligations	(Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	(Dec 2013)
52.233-1	Disputes with Alt I	(May 2014, Dec 1991)
52.233-3	Protest After Award	(Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim	(Oct 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	(Apr 1984)
52.237-3	Continuity of Services	(Jan 1991)
52.242-13	Bankruptcy	(Jul 1995)
52.242-15	Work Stop Order	(Aug 1989)
52.242-17	Government Delay of Work	(Apr 1984)
52.244-2	Subcontracts	(Oct 2010)
52.245-1	Government Property <i>Note: As applicable at task order level</i>	(Apr 2012)
52.245-2	Government Property Installation Operation Services <i>Note: As applicable at task order level</i>	(Aug 2010)
52.245-9	Use and Charges <i>Note: As applicable at task order level</i>	(Apr 2012)
52.246-25	Limitation of Liability – Services	(Feb 1997)
52.248-1	Value Engineering	(Oct 2010)
52.253-1	Computer Generated Forms	(Jan 1991)
3052.203-70	Instructions for Contractor Disclosure of Violations	(Sep 2012)
3052.204-70	Security Requirements for Unclassified Information Technology Resources <i>Note: As applicable at task order level</i>	(Jun 2006)
3052.204-71	Contractor Employee Access with Alt I or Alt II <i>Note: As applicable at task order level</i>	(Sep 2012)
3052.205-70	Advertisements, Publicizing Awards, and Releases with Alt I	(Sept 2012)
3052.209-70	Prohibition of Contracts with Corporate Expatriates HSAR 3052.209-70 (f) Disclosure: The Offeror represents that it is NOT a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003	(Jun 2006)
3052.212-70	Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items with FAR Clauses 3052.203-70, 3052.204-70, 3052.204-71 with Alt 1, 3052.205-70, 3052.215-70, 3052.219-70, 3052.219-71, 3052.228-70, 3052.242-72.	(Sep 2012)
3052.219-70	Small Business Subcontracting Plan Reporting	(Jun 2006)
3052.219-71	DHS Mentor-Protégé Program	(Jun 2006)
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	(Dec 2003)
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	(Dec 2003)



<b>FAR/HSAR Clause No.</b>	<b>Title</b>	<b>Date</b>
3052.228-70	Insurance	(Dec 2003)
3052.242-72	Contracting Officer's Technical Representative	(Dec 2003)

**FAR 52.216-18 Ordering (Oct 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of IDIQ contract award through last day of contract ordering period as renewed.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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

(End of clause)

**52.216-22 Indefinite Delivery (Oct 1995)**

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

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

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

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



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Washington, DC 20005



(End of clause)

**FAR 52.217-8 Option to Extend Services (Nov 1999)**

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

(End of clause)

**HSAR 3052.215-70 Key Personnel and 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, Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. 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. Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

IDIQ Manager: Name TBD

(Specify key personnel or facilities—*Fill at time of award*)

**(End of Section I)**

**(End of Part II)**



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Washington, DC 20005



## **PART III: LIST of DOCUMENTS, EXHIBITS, and OTHER ATTACHMENTS**

### **SECTION J – LIST OF ATTACHMENTS**

Attachment A: SETA III Statement of Work

Attachment B: SETA III Price Template

Attachment C: SETA III Labor Categories

Attachment D: SETA III Past Performance Questionnaire (PPQ)

Attachment E: DHS Non-Disclosure Agreement Form 11000-6

Attachment F: SETA III Non-Disclosure Agreement Supplement

Attachment G: SETA III Performance Guarantee Agreement

Attachment H: Company-to-Company Agreement (Historical Sample)

Attachment I: SF-1408 Adequate Accounting System

Attachment J: Draft DD FORM 254

**(End of Section J)**

**(End of Part III)**

## **PART IV: REPRESENTATIONS and INSTRUCTIONS**

### **SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

#### **FAR 52.252.1 – Solicitation Provisions Incorporated by Reference**

This solicitation incorporates one or more solicitation provisions by reference throughout, with the same force and effect as if they were given in full text. Also, the full text of a solicitation provision may be accessed electronically at: <http://www.acquisition.gov/far/> and <http://farsite.hill.af.mil>. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its offer, as applicable.

#### **Annual Representations and Certifications (Nov 2017)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541611 entitled “Administrative Management and General Management Consulting Services”.

(2) The small business size standard is \$15M

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.



(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items;





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Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.



(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

\_\_\_ (i) 52.204-17, Ownership or Control of Offeror.

\_\_\_ (ii) 52.204-20, Predecessor of Offeror.

\_\_\_ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

\_\_\_ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

\_\_\_ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.



**U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005**



FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

**FAR 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (JV) (Multiple-Award Contracts)--(Oct 2016).**

(a) Definition. “Small Business Teaming Arrangement,” as used in this provision—

(1) Means an arrangement where—

(i) Two or more small business concerns have formed a joint venture; or

(ii) A small business offeror agrees with one or more other small business concerns to have them act as its subcontractors under a specified Government contract. A Small Business Teaming Arrangement between the offeror and its small business subcontractor(s) exists through a written agreement between the parties that—

(A) Is specifically referred to as a “Small Business Teaming Arrangement”; and

(B) Sets forth the different responsibilities, roles, and percentages (or other allocations) of work as it relates to the acquisition;

(2)(i) For civilian agencies, may include two business concerns in a mentor-protégé relationship when both the mentor and the protégé are small or the protégé is small and the concerns have received an exception to affiliation pursuant to 13 CFR 121.103(h)(3)(ii) or (iii).

(b) The Government is soliciting and will consider offers from any responsible source, including responsible small business concerns and offers from Small Business Teaming Arrangements or joint ventures of small business concerns.

(End of provision)

**FAR 52.209-7 Information Regarding Responsibility Matters (JUL 2013)**



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or



- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

### **FAR 52.212-3 Offeror Representations and Certifications—Commercial Items (Jan 2017)**

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <http://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision--

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (v) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (vi) The Family and Medical Leave Act; and
- (vii) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

- (i) The Occupational Safety and Health Act of 1970; and



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



- (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--
  - (i) Section 503 of the Rehabilitation Act of 1973;
  - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
  - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for--
  - (i) Title VII of the Civil Rights Act of 1964;
  - (ii) The Americans with Disabilities Act of 1990;
  - (iii) The Age Discrimination in Employment Act of 1967; and
  - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“Forced or indentured child labor” means all work or service—

- (6) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.





U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;



- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts,



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



(1) Small business concern. The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—



(i) It  is,  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



(i) It  has,  has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.



COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN





U.S. Department of Homeland Security  
 Office of Procurement Operations  
 1120 Vermont Ave.  
 Washington, DC 20005



[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

---



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1120 Vermont Ave.  
Washington, DC 20005



[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:

Country of Origin:

[List as necessary]

(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:

Country of Origin:



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:

Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer



seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:

Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours



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Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) Taxpayer Identification Number (TIN).

TIN:\_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The offeror represents that—

(i) It  is,  is not an inverted domestic corporation; and





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Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.



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Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:\_\_\_\_\_

Immediate owner legal name:\_\_\_\_\_

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

Yes or  No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:\_\_\_\_\_

Highest level owner legal name:\_\_\_\_\_

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--



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Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code \_\_\_\_\_(or mark "Unknown).

Predecessor legal name: \_\_\_\_\_.

(Do not use a "doing business as" name).

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror  does  does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror  does  does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked "does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

(i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

(ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

**(End of Section K)**



## SECTION L– INSTRUCTIONS TO OFFERORS

The Department of Homeland Security (DHS), Office of Procurement Operations (OPO) is issuing this solicitation as a request for proposal (RFP) for Systems Engineering Technical Assistance (SETA) III to support the Science and Technology (S&T) Directorate. This electronic version of the RFP is the official solicitation for this acquisition. No hard copy of this solicitation will be issued. This solicitation is unrestricted and open to all vendors. Offerors will be sent any and all applicable amendments to this solicitation electronically.

The Government reserves the right to change any of the terms and conditions of this solicitation by amendment at any time prior to contract award and allow offerors to revise their offers accordingly, as authorized by FAR 15.206.

This contract is critical to S&T's operations. Therefore, the arrangement proposed by the prime or lead contractor/partner shall demonstrate to the Government that it can rely on the contractor to perform reliably and consistently.

### L.1. Solicitation Provisions Incorporated by Reference

This solicitation incorporates one or more solicitation provisions by reference throughout, with the same force and effect as if they were given in full text. Also, the full text of a solicitation provision may be accessed electronically at: <http://www.acquisition.gov/far/> and <http://farsite.hill.af.mil>. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its offer, as applicable.

FAR 52.204-7 System for Award Management (Oct 2016)

FAR 52.204-16 Commercial and Government Entity Code Reporting (Jul 2016)

FAR 52.207-1 Notice of Standard Competition (May 2006)

FAR 52.215-1 Instructions to Offerors –Competitive Acquisition (Jan 2004)

FAR 52.215-22 Limitations on Pass-Through Changes Identification of Subcontract Effort (2009)

FAR 52.222-24 Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

FAR 52.230-1 Cost Accounting Standards Notices and Certification (Oct 2015) *Note Applicable to Small Businesses*

HSAR 3052.219-71 DHS mentor-protégé program (Jun 2006)

### L.2. Proposal Submission, Revision, and Withdrawal:

Offerors shall submit their proposal via hand-delivery only by the time and date specified below. It is the responsibility of the offeror to ensure the proposal is delivered before or on time to the designated address to ensure acceptance by the Government. Any proposal received after the date and time specified in this solicitation will be considered late without further consideration for award.

Address to hand deliver proposals:



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1120 Vermont Ave.  
Washington, DC 20005



Department of Homeland Security  
Office of Procurement Operations  
ATTN: Ms. Jigisha Patel  
1120 Vermont Ave. NW  
Washington, D.C. 20005

POC for proposal delivery:

Jigisha Patel: 202-254-8207  
Jennifer Koons: 202-254-8913  
Astrine Etheridge: 202-254-8394  
Shelby Buford: 202-254-5781

The proposals are to be delivered by hand only. The due date and time for all proposals is Wednesday, February 21, 2018 by 3:00 PM EST. Full proposals may be hand delivered in advance starting Tuesday, February 20, 2018. Acceptable delivery times for proposals will be between the hours of 10:00 AM and 3:00 PM. To deliver please contact Jigisha Patel or Jennifer Koons to hand-off and assure receipt of proposal.

Proposals may be withdrawn by written notice (e.g. e-mail) to the Contracting Officer received at any time before award by an authorized representative of the offeror. Upon receiving the written notice, the Contracting Officer will cease all activities in reviewing the proposal and will not further consider the proposal for award.

The offeror must propose to the complete requirement as stated in the SOW and this solicitation (all items). Proposals that meet only part of the requirement will not be considered for award. Proposal revisions will only be accepted at the request of the Contracting Officer. Time and due date of the revision of proposals will be provided at the time of request.

### **L.3. Solicitation Compliance and Contractor Responsiveness:**

Proposals that are not in compliance with the instructions of this solicitation will be deemed non-responsive, and at the discretion of the Contracting Officer, may not be further evaluated and considered for award.

### **L.4. North American Industry Classification System (NAICS) code**

Prime must ensure they and each subcontractor are registered under NAICS code 541611 entitled, "Administrative Management and General Management Consulting Services" with small business size standard of \$15M. Contractor must ensure this information can be validated on SAM.gov prior to submission of the original proposals. If this information cannot be validated by the Government through SAM.gov, the proposal will be deemed non-responsive.





### **L.5. Proposal Preparation Costs**

The Government will not reimburse offerors for any costs incurred for the preparation and submission of a proposal in response to this solicitation.

### **L.6. Proposal Integrity and False Claims Act:**

In responding to this RFP, it is the offeror's responsibility to verify and provide current, complete and accurate information in the proposal. The Government reserves the right to verify any information presented in the proposal. If in reviewing the proposal the Government identifies or otherwise learns that any information provided as part of the proposal is not accurate or is misrepresented to include status or capabilities of the offeror, subcontractors and proposed personnel, the proposal may be deemed non-responsive and may not be further considered or evaluated for award. If award is made, the requirements of FAR clause 52.203-13 shall be fulfilled by the offeror in a timely manner.

### **L.6. FAR 52.233-2 Service of Protest (Sep 2006)**

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the CO via by obtaining written and dated acknowledgment of receipt from:

Jigisha Patel, Contracting Officer  
Department of Homeland Security  
Office of Procurement Operations  
Science and Technology Acquisition Division  
Phone: 202-254-8207  
Email: [Jigisha.patel@hq.dhs.gov](mailto:Jigisha.patel@hq.dhs.gov)

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **L.7. Questions on the Solicitation**

The cut-off date for all questions is January 22, 2018 by 10:00 AM EST. Offerors shall email all questions to [Jennifer.Koons@hq.dhs.gov](mailto:Jennifer.Koons@hq.dhs.gov) and [Astrine.Etheridge@hq.dhs.gov](mailto:Astrine.Etheridge@hq.dhs.gov) with courtesy copy questions to [Jigisha.Patel@hq.dhs.gov](mailto:Jigisha.Patel@hq.dhs.gov). The header on the document shall identify the firm and the solicitation number. Questions shall be referenced by:

1. Question number
2. RFP Section, Page(s) and Paragraph(s). If the question is general, state as such.



Questions that do not use this format or that are unclear or illegible will not be guaranteed an answer by the Government.

Responses to all questions will be in the form of an amendment to this solicitation distributed electronically by a *target* date of February 7, 2018, depending on type and number of questions received. **No telephonic requests, questions or inquiries will be entertained.**

#### **L.8. Proposal Formatting and Discussion of Factors**

Offerors shall submit their proposals in response to this solicitation formatted as follows and furnished in the number of copies stated herein:

a. Text shall be at least single-spaced, on 8½ x 11 inch white paper, with a minimum one-inch margin all around. Pages shall be numbered consecutively. No foldout pages shall be used. The Government will not consider any information presented beyond the last whole word within the page limit of each factor. Pages submitted in excess of the page limitations within each factor will be removed and not evaluated. A page printed on both sides will be counted as two pages.

b. Font and spacing shall be a minimum of size 12 in *Times New Roman*. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

c. Legibility, clarity, proper grammar, and coherence are very important. Offeror is advised to present a proposal that is understandable to anyone who is unfamiliar with the offeror's intentions and reasoning processes. The offeror is representing the firm and its capabilities via the submission of a proposal. Do not make generic statements, merely reiterate or reformulate the requirements specified in the solicitation. The Government is looking to understand how the requirement will be fulfilled in accordance with the requirement set forth in the statement of work and within the terms and conditions of this solicitation.

d. Binding, Labeling and Copies of Proposals:

- A cover letter for each volume shall be included in the proposal and must identify the following information:
  - ✓ Volume Number
  - ✓ Table of Contents
  - ✓ RFP identification/Solicitation Number
  - ✓ acknowledgement of any amendments (clearly stated)
  - ✓ name and address of prime offeror
  - ✓ Prime taxpayer ID number
  - ✓ Prime DUNs Number
  - ✓ Prime CAGE code



**U.S. Department of Homeland Security**  
**Office of Procurement Operations**  
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 Washington, DC 20005



- ✓ Prime Offeror’s Point of Contact (POC) name, title, phone, and e-mail
- ✓ Period through which the proposal is valid

The cover letter shall identify the following information for the subcontractor(s):

- ✓ Name of the company
  - ✓ taxpayer ID number
  - ✓ DUNs Number
  - ✓ CAGE code
- Offeror shall submit two separate volumes as part of their proposal submission: 1) Technical Volume. The technical volume shall *only* contain factors one through four, and 2) Price Volume. Any and all rate information shall *only* appear in the Price volume. Each volume shall be clearly and appropriately demarcated.
  - Within each volume, each factor shall be clearly labeled and separated by a tab. Each attachment shall be clearly labeled and demarcated.
  - Of the number of copies requested, offeror shall submit one copy of the proposal clipped and unbound, for example, in a brown envelope for both the technical and price volume. The remaining copies shall be submitted bound in economical, three-ring binders.

<b>Volume I - TECHNICAL VOLUME: Submit 1 Unbound, 7 Bound Copies</b>		
<b>Factor</b>		<b>Page Limit</b>
1.0	Management Approach	Total 35 pages (no more than 25 pages total for factor elements “a-e”, and more than 10 pages for factor element “f”)
2.0	Capabilities Approach	Total 32 pages (no more than 25 pages for factor elements “a-c”, and no more than 7 for factor element “d”)
3.0	Teaming Approach	Total 27 pages (no more than 7 pages for factor elements “a-b” and no more than 20 pages for factor element “c-i”)
4.0	Past Performance Questionnaire Submissions	Copies of PPQ submissions provided to 3 <sup>rd</sup> party clients with project details and contact information.
<b>Total Page Count (Factors 1, 2, 3) for Volume I</b>		<b>94 pages</b>

<b>Volume II – PRICE VOLUME: Submit 1 Unbound, 2 Bound Copies</b>		
	<b>Factor</b>	<b>Page Limit</b>
5.0	Price	Unlimited Page Count  Price Template & narrative; and position descriptions

- Cover letter and tabs will not count towards page limitation set forth within the evaluation factors.
- General attachments & supplements-if at all are added (e.g. table of contents or a page of acronyms with definitions) will not count against the page limitation set forth within each factor.
- General attachments and appendices are not to be used as a means to extend or go beyond the page limitation stated for each factor and will not be evaluated for award.
- Any information beyond the stated page limitation within the factor will not be evaluated.
- The government intends to evaluate each factor based on any information in the proposal relevant to that factor.

**Factor 1—Management Approach**

Contractor must demonstrate how they will identify, apply and manage resources. Specifically contractor must demonstrate their approach to:

- a. aligning contract management organizational structure-including roles and responsibilities and clear lines of authority-to effectively identify, communicate and address performance challenges; including the need to provide dependable and predictable performance, and resources necessary to satisfy the requirement of each task order awarded.
- b. promptly recruit and vet, develop, and retain personnel qualified to fulfill the Government’s needs as well as ability to exploit reach-back capability to rapidly fulfill short-term need or replace vacating positions with qualified personnel, to include a discussion with supporting evidence of the offeror’s staff turnover rate within the last 12 months.
- c. how contractor will minimize the turnover rate of its government-site contractor support compared to the turnover rate experienced on similar contracts they hold or have held within the last 5 years.

*In addressing this factor, Contractor must provide a turnover rate the company has experienced regarding its government-site contractor support staff only on contracts of*



*similar scope and complexity; and how it intends to improve its performance against that metric for this contract. Or, Contractor can provide evidence of low turnover rate and how that will be maintained against the metric for this contract.*

- d. managing contractor personnel (to include subcontractor/partner personnel) at Government site and contractor site to achieve, maintain, and assure high level responsiveness to both short and long term needs of the Government. Describe the planning, executing, tracking, and reporting of task orders-including tracking and reporting of respective invoices-awarded under this contract.

*For the planning, executing, tracking, and reporting of task orders, the Government is not simply looking to understand the automated tools Contractor possesses, but rather how Contractor management team will help facilitate this process to ensure the Government and Contractor are on the same page; and to ensure rapid identification and response to management issues and Government inquiries.*

- e. creating and maintaining an archivable, searchable database of portfolio, program, and project records that is accessible to the Government staff.
- f. transition-in & out methodology for the onset and completion of the contract, and as necessary, transition of replacements during an active contract; and how the knowledge transfer methodology will reduce risk to the Government without increasing cost or causing schedule delays.

*To address element “f”, Contractor shall submit a complete, detailed master transition-in & out plan starting on a **new page**. The complete, detailed master transition in & out plan shall be no longer than 10 pages. It shall be placed at the end of this factor. It will serve as a detachable, independent document that will become part of the IDIQ and flow down to all resultant task orders as a live document to be further tailored to each task order based on the operations of the program office.*

## **Factor 2—Capabilities Approach**

Contractor must demonstrate understanding of the technical requirement. Specifically, contractor must demonstrate:

- a. comprehension of the objective, scope, and intent of the requirement as outlined in the statement of work.
- b. the extent of skills, knowledge and experience resident within the company staff who have performed work within a similar environment and that is relevant to the statement of work.



*To support the evaluation for this factor, contractor shall submit resumes for those labor categories identified with a red asterisk in Attachment C entitled “Labor Categories.” The number of resumes requested for those labor categories is also identified in red text. Resumes submitted for evaluation must be of contractor personnel 1) currently employed with the company 2) intended to be assigned to a given task order to support the relevant functional area(s) stated under section 1 of the statement of work entitled “SETA Requirements and Skillsets” and 3) should be representative of the quality of contractor personnel the company would offer for the respective labor categories.*

*Qualified personnel includes those with the appropriate education, experience, certifications, security clearance, and those capable of meeting other DHS S&T security requirements (e.g. DHS fitness test).*

*Each resume submitted shall be no more than 2 pages single sided or 1 page double sided. Resumes will not count towards the page limitation set forth in this factor. All Resumes shall be placed in a sub-tab within this factor as an attachment. The Government will not look at any information stated beyond the page limitation stated for each resume.*

*Annotate each sample resume with the functional area and contractor status (e.g. Prime or 1st Tier sub, etc.) to which it is associated as follows at center top: Contractor Status; Functional Area Administrative support—Resume 1, Julius Caesar. 1st Tier Subcontractor Functional; Area Administrative support—Resume 2, Marcus Antonius.*

*Of all the functional areas, only one resume shall be proposed for the IDIQ manager. The IDIQ manager shall be a prime contractor employee personnel. The IDIQ manager resume shall be annotated as follows at center top: Functional Area IDIQ Manager—Key Personnel, Cleopatra VII Thea Philopator*

- c. the extent of skills, knowledge and experience resident across the corporate management who have performed oversight of contracted services within a similar environment and that is relevant to the statement of work.
- d. a master quality control plan with methodology on how the offeror will control, monitor and improve quality of work products and services provided to the Government.

*To address element “d” contractor shall submit a complete, detailed master quality control plan (QCP) starting on a **new page**. The complete, detailed master QCP shall be no longer than 7 pages. It shall be placed at the end of this factor. It will serve as a detachable, independent document that will become part of the IDIQ and flow down to all resultant task orders as a live document to be further tailored to each task order based on the operations of the program office.*

*For purposes of a QCP, the Government is not simply looking to understand the automated tools contractor possesses, but rather how will contractor quality control team help facilitate this process to ensure contractor improves its output to the Government.*

### **Factor 3— Teaming Approach**

**A “prime contractor” whether for itself, as a small business, as part of a teaming arrangement, as a joint venture, or any other organizational structure must be a legal entity and shall address the following factor:**

Contractor must be able to establish an effective business relationship(s) to support the Government’s needs. As a result contractor must:

- a. describe the prime’s past experience in managing subcontractor(s) or partners
- b. describe the history of working relationship among the prime and all identified subcontractor(s) or partners
- c. describe the experience and qualifications of the prime, each identified subcontractor and each partner firm contributes towards their obligations in fulfillment of the requirement
- d. describe the roles and responsibilities of the prime, each identified subcontractor and each partner(s)
- e. duration of agreement. *The teaming agreement shall be for the duration of the IDIQ contract;*
- f. describe the methodology to determine how work will be distributed among the prime, each identified subcontractor, and each partner while outlining clear lines of authority-bearing in mind that the prime must be in charge;
- g. describe how disagreements between the prime, each identified subcontractor, and each partner will be settled;
- h. describe how the prime will manage terminations and replacements of each identified subcontractor and each partner;
- i. describe how the prime will manage organizational conflicts of interest (OCI) among each identified subcontractor and each partner.

*To address element “c-i” of this factor, Contractor shall submit a complete, detailed teaming agreement starting on a **new page**.*



*The teaming agreement, including joint venture agreements, shall be signed by all principals of the respective parties. The agreement may be conditioned on the offeror's receiving an award resulting from this solicitation. Unsigned or incomplete agreements submitted by an offeror will be deemed "unacceptable" for this factor.*

*A JV is a form of a teaming arrangement that will be treated as a single entity. An offer submitted by the JV must be 1) submitted in the name of the JV 2) signed by the lead partner of the venture 3) the party signing the offer for the JV must be listed in the JV agreement as having such authority and 4) identify an individual who is a full-time employee of the JV singularly responsible to the government for performance of the contract.*

*A complete, detailed teaming agreement shall be no longer than 20 pages. It shall be placed at the end of this factor beginning on a new page. It will serve as a detachable, independent document that will become part of the IDIQ.*

*Teaming arrangement that demonstrates support of DHS small business subcontracting goals may receive a higher rating.*

#### **Factor 4—Past Performance Questionnaire (PPQ) Submissions**

The Government will evaluate the offeror's past performance in the management of contracts in which the scope, size, and complexity of the work is relevant and similar to the scope, size and complexity of this requirement. Contracts considered for Past Performance must have been for services provided within the three years prior to the closing date of this solicitation. By definition, task orders or call orders are contracts. In the addition, the contractor will be evaluated on the following per the PPQ:

- a. understood the technical requirement and execute tasks
- b. managed challenges while performing the contract;
- c. managed personnel (including subcontractors or partners, if any);
- d. committed to the Government's mission and quality of services provided;
- e. controlled cost;
- f. adhered to timelines and schedules;
- g. utilized and treated small businesses;
- h. demonstrated their ability to adapt to a changing Government environment;
- i. demonstrated ability to compose, coordinate and implement an effective transition in/out plan; and
- j. demonstrated cooperative behavior when working with the Government and other service providers
- k. met staffing requirements on a timely manner (e.g. filling in vacancies with equal or better experience within stated terms and conditions of the contract), including staff turn rate
- l. management responsiveness





U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



PPQs are requested for the prime contractor as well as the first tier subcontractor(s). The prime contractor should request a minimum of 3 PPQs from third party clients, and the first tier subcontractor(s) should request a minimum of 2 PPQs from third party clients. The Government will evaluate the first 3 PPQs received in email inbox in order of time and date, and similarly the first 2 PPQs received in inbox for each of the first tier subcontractors. Members of a new entity or joint venture may submit no more than 3 PPQs. The Government will assess each member's PPQ to the work they are slated to perform under the contract.

Offerors', new entities, or joint ventures without recent or prior relevant experience will be rated as "neutral" at the discretion of the Contracting Officer.

The offeror shall initiate the PPQ concerning relevant contract through third party clients. The offeror shall request PPQs from those individuals who are authorized to respond on behalf of the client and who are most knowledgeable of the contract performance. The offeror shall complete section II of the PPQ before passing on the document to the client. The client is requested to fill out section III and IV of the PPQ. Submit the PPQ directly to [Jennifer.Koons@hq.dhs.gov](mailto:Jennifer.Koons@hq.dhs.gov) and [Astrine.Etheridge@hq.dhs.gov](mailto:Astrine.Etheridge@hq.dhs.gov) with courtesy copy to [Jigisha.Patel@hq.dhs.gov](mailto:Jigisha.Patel@hq.dhs.gov) no later than Wednesday, February 21, 2018.

Offerors are responsible for ensuring the contact information provided for the representative is accurate and the representative is aware the DHS Procurement Office may be contacting them regarding the questionnaire and the offeror's past performance. For clarity and legibility reasons, please ensure the client is aware of filling in the Past Performance Questionnaire using MS word format.

In addition to the PPQ, the Government's sources of information for evaluating Past Performance may include, but are not limited to, any and all information provided by Contractor; any kind of inquiry conducted by DHS representative(s); any other sources not provided by the offeror and that has come to the attention of DHS; and retrieval of information from the Past Performance Informational Retrieval System (PPIRS), which includes information collected from the U.S. Army Corps of Engineers Contractor Appraisal Support System (CCASS/ACASS) and Contractor Performance Assessment Reporting System (CPARS).

### **Factor 5—Price**

Contractor shall propose a price schedule corresponding to the breakdown of the labor categories and labor hours provided. The price for each labor category shall be fully-burdened labor rates in accordance with Attachment B for five years. As noted in Attachment B, the IDIQ manager labor costs are to be considered as a component of indirect costs to the contract. Only the government facility rates will be used to determine price fair and reasonableness for the purposes of evaluation. The proposed total price for each year will be evaluated to determine whether the total IDIQ price for work on government facility is fair and reasonable, and reflect a clear understanding of the IDIQ need. The Government will evaluate the rates for the individual categories to ensure that those are consistent with the offeror's price proposal and are fair and reasonable. The Government



will only evaluate the labor categories proposed based on the labor categories provided in the solicitation (Attachment C).

\*Attachment B, the Pricing Template, provides the historically based total hours for each labor category. The contractor is to provide the fully-burdened government facility rates and the contractor facility rate for each category. The total for the government facility will be calculated automatically. Even though the excel sheet will automatically calculate the Total, it is the Offeror’s obligation to verify the numbers add up correctly. The contractor is prohibited from changing the estimated labor hours provided.

For purposes of determining the evaluated price for the six-month extension authorized by FAR 52.217-8, the total price is calculated as one-half of the total price of the final ordering year. Evaluation of this extension will not obligate the Government to exercise this clause.

The narrative on the basis for rates shall be clear, concise and succinct. There is no page limit for this factor; however offerors are encouraged to provide only that information necessary to a comprehensive review and that information which would allow the evaluation team to determine price reasonableness.

As DHS S&T is an evolving organization prone to banding and disbanding of program offices, the Government reserves the right to add additional labor categories after the award of the IDIQ to meet the Government’s needs.

Historically, DHS has been serviced by approximately 150 SETA contractor personnel support with an historical IDIQ ceiling of \$236M. To date, the Government has acquired a total of \$146M support among the three IDIQ holder.

**L.9. Additional Business Information As Appropriate:**

**SUMMARY OF ADDITIONAL BUSINESS INFORMATION**

As part of the Offeror’s price proposal the offeror is required to submit Additional Business Information. Each Additional Business Information can be placed as an appendix to the price volume.

The Additional Business Information will not be evaluated as part of the price factor or any additional factors. The Additional Business Information will serve to inform the government whether the contractor has met solicitation requirements and is eligible for award. The contracting officer may at the time of award, require the contractor to modify certain aspects of these documents for clarity and to ensure completeness before incorporating them into the contract.

Required Additional Business Information found missing in the price volume of the Offeror’s proposal may result in the proposal being deemed unacceptable. If the proposal is deemed unacceptable, the proposal will not be further considered for evaluation or award.

**ADDITIONAL BUSINESS INFORMATION REQUIRED IN THE PRICE VOLUME:**



- 1) Assumption, Deviations, & Exceptions
- 2) Subcontracting Plan
- 3) Attachment G Performance Guarantee
- 4) Disclosure of Conflicts of Interests
- 5) Plan for Preventing Personal Conflicts of Interests
- 6) Acknowledgement of Section K-- Representations, Certifications, And Other Statements Of Offerors Or Respondents
- 7) Acknowledgement of Solicitation and Amendments (SF 33 and SF 30(s))
- 8) Attachment I Adequate Accounting Systems (SF 1408)

*1. Exceptions, Deviations or Assumptions*

Exceptions, deviations, or assumptions regarding the Contractor’s interpretation of the requirement are not favored. Each proposal should identify any exception(s), deviation(s) or assumption(s) the contractor makes. If the contractor takes exception(s), deviation(s), or assumption(s) to the requirement, the Contractor understands the Contracting Officer, at his or her discretion, may find the offeror’s proposal unacceptable, and as a result, the proposal may not be further considered for evaluation or award. Otherwise, contractor must provide a statement in the price volume that the Contractor does not take or make any exceptions, deviations, or assumptions to the requirement.

*2. FAR 52.219-9 Subcontracting Plan for Large Businesses*

For large business offerors, the offeror’s Small Business Subcontracting Plan will be considered by the Office of Small Business for compliance with the subject FAR clause that is specific and relevant to this requirement. In constructing the subcontractor team, the large business is expected to support the small business subcontracting goals of the Government indicated in the following table; and the dollars and percentages shall be based on the proposed contract value. In addition, offerors shall provide a record of previous performance in carrying out the goals of subcontracting plans by including two Summary Subcontracting Reports (SF 295) for recent individual contracts. If the offeror has had no previous contracts requiring a subcontracting plan, include a statement to that effect.

<b>SB Category</b>	<b>FY 2017 Subcontracting Goals</b>
SB Sub	39.0%
SDB Sub	5.0%
HUBZone Sub	3.0%
SDVOSB Sub	3.0%
WOSB Sub	5.0%

The Contracting Officer is the final authority on the acceptance, acceptance subject to revisions, or rejection of the Small Business Subcontracting Plan. The Contracting Officer will deem a proposal from a large business non-responsive if it does not contain a Small Business



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Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



Subcontracting Plan and the proposal will not be further evaluated for award. A Small Business Subcontracting Plan may be rejected if it initially does not meet the all requirements of FAR 52.219-9 specifically to this solicitation.

Small businesses must identify themselves as a small business, and must provide a statement in the price volume annotating they are exempt from submitting a small business plan because of their small business status.

### 3. *Attachment I – Performance Guarantee*

The Department of Homeland Security contracts with entities that have been created by an already existing corporate entity or entities solely for the purpose of performing a specific contract. This situation can occur in the award of contracts where the prospective awardee is created for performance of the instant contract, for example, where a joint venture or similar legally binding corporate partnership is created. The Government's interests must be protected if the financial and other resources of a potential awardee necessary to establish financial responsibility are owned or controlled by a parent corporate entity or other entity.

Prior to award of any contract, the contracting officer will make a responsibility determination, including consideration of whether the new entity will have sufficient financial and other resources available to it to carry out performance of the prospective contract, including any liabilities it could incur to the Department under the terms of the contract. Contractor shall draft the performance guarantee agreement and ensure that it is enforceable in the forum where an enforcement action would be brought should the subsidiary corporate entity fail to perform, and should the parent or other entity refuse to fulfill its guarantee. The performance guarantee agreement will become part of the contract at the time of award.

The Performance Guarantee is required for joint ventures and any new entity created solely for this contract. A Performance Guarantee must be included for the JV entity and for each member of the JV entity, and respectively for any other new entity.

#### Organizational Conflict of Interest Notice:

As part of SETA duties, the Contractor may be asked to help the government formulate independent cost estimates, statements of work/performance work statements and other supporting acquisition documents that may be source selection sensitive; provide administrative support during technical evaluations; and may be granted access to proprietary information of other contractor service providers to include labor rates/categories and strategies, invoice, reports, and government budgetary information. In addition, they may be asked to provide assistance to the government in drafting the initial draft of various identified documents. These instances are merely examples and do not represent a complete list of all such duties, which may involve the handling of government sensitive, industry proprietary, or non-public information.



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



(a) Offerors should be aware that they may be deemed ineligible to participate in this acquisition by reason of an organizational conflict of interest (OCI). An offeror's eligibility or ineligibility to participate in the current acquisition is determined by the contracting officer.

(b) Offerors should be aware that the type of work required by this acquisition may give rise to an OCI that may restrict the offeror's ability to compete for any acquisition that stems from their participation in the development of the requirement. An offeror's eligibility or ineligibility to participate in a future acquisition is determined by a contracting officer.

The offeror, including individual employees, subcontractor(s), affiliates, and consultants must declare awareness or no known awareness of any information bearing on the existence of any actual or potential organizational conflict of interest (OCI). An OCI may exist if the offeror, its subcontractors, affiliates, or consultants are currently under R&D contract in support of Science and Technology (S&T) Directorate to which the entity could be providing advisory and assistance support services as related to the requirements of this solicitation. Other situations may also give rise to an OCI.

If the offeror represents that it is aware of circumstances that may hinder its ability to render impartial, technically sound and unbiased assessments, recommendations, or evaluations; or that circumstances exist that may result in the appearance that it may have an unfair competitive advantage, the offeror will be required to submit a statement as well as an OCI Mitigation Plan.

#### *4. Disclosure of Organizational Conflict of Interest*

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage; or

(b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For



U.S. Department of Homeland Security  
Office of Procurement Operations  
1120 Vermont Ave.  
Washington, DC 20005



financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests, enough information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

5. *FAR 52.203-16 Preventing Personal Conflicts of Interest*

Contractor must describe their implementation of obligations under FAR clause FAR 52.203-16(b)1-6. Proposal will not be further evaluated or considered for award if contractor fails to provide a plan in accordance with the clause.

6. *Acknowledgement of Section K-- Representations, Certifications, And Other Statements Of Offerors Or Respondents*

The contractor must submit 1) acknowledgement in a memo that it agrees to and meets all representation and certification pre-populated by the Government in this section pertaining to provisions 52.209-2, 52.209-5, 52.209-11, 52.215-1; and 2) fill-in and submit required representations and certification for the following provisions: 52.203-2, 52.209-7, 52.212-3, 52.203-1 and 52.222-24.

7. *Acknowledgement of Solicitation and Amendments*

The contractor must acknowledge and submit SF33 and any amendments issued (SF30s) for this solicitation.

8. *Adequate Accounting Systems*

The contractor must submit a result of a third-party audit demonstrating the adequacy of their accounting system, SF 1408 (See Attachment I).



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Office of Procurement Operations  
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Washington, DC 20005



#### **L.10. Rejection of Multiple or Alternative Offers**

Only one offer will be accepted from a single prime, joint venture contractor or any other organizational structure that is legally recognized. The submission of multiple or alternative offers from the same prime entity would constitute a material nonconformity and will result in the rejection of all offers by the offeror.

#### **L.11. FAR 52.216-1 Type of Contract (Apr 1984)**

The Government intends to award a multiple award indefinite delivery indefinite quantity (IDIQ) contract resulting from this solicitation. Contract types allowable under this IDIQ contract are: Firm-Fixed Price, Labor Hours, and Time & Materials.

#### **L.12. FAR 52.216-28 Multiple Awards for Advisory and Assistance Services (Oct 1995)**

The Government intends to award multiple contracts for the same or similar advisory and assistance services to two or more sources under this solicitation unless the Government determines, after evaluation of offers that only one offeror is capable of providing the services at the level of quality required.

#### **L.13. Award Selection**

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from rate and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals per FAR 52.215-1, Jan. 2004.

The Government will determine the prospective contractor is a responsible entity in accordance with FAR subpart 9.1. Determination of contractor responsibility will consider any other organizational structure that is a recognized legal entity.

Prime contractor or identified lead partners must submit written evidence of identified subcontractor or teaming partner's responsibility per FAR 9.104.

**(End of Section L)**



## SECTION M – EVALUATION FACTORS FOR AWARD

### **M.1. Basis for Award:**

The award will be made based on the proposal that is determined to be most beneficial to the Government with appropriate consideration given to the five evaluation factors and their noted “Relative Order of Importance”. Award will be made based on a best value trade-off analysis to the offeror whose proposal results in the most advantageous acquisition decision to the Government on the basis of the five factors, and not necessarily to the offeror whose proposal presents the overall lowest price or receiving the highest technically rated proposal.

### **M.2. Evaluation Factors: Relative Order of Importance**

Factor 1 is equal in importance to Factor 2; Factors 1 and 2, individually, are more important than Factor 3; Factor 3 is more important than Factor 4; Factors 1, 2, 3, and 4 when combined are more important than Factor 5. Factor 5 is the least important factor but the importance of Factor 5 will increase as the non-price factor ratings become equal. \*\*The elements enumerated under each factor are all equally important within the factor.\*\*

### **M.3 Evaluation Factors**

Evaluation will be conducted on the basis of the following factors.

#### ***Factor 1: Management Approach***

The offeror will be evaluated based on the extent to which the approach demonstrates how they will develop an effective management structure; identify, apply and manage resources and performance challenges to meet the needs of the Government; plan, execute, report, and track task orders; and how well the approach demonstrates smooth transitions with minimal disruption to the Government.

#### ***Factor 2: Capabilities Approach***

The offeror will be evaluated based on the extent to which the approach demonstrates a thorough understanding of the objective, scope, and intent of the requirement; the skills, knowledge and experience that Contractor staff and corporate management possess; and the extent to which the approach ensures quality services and quality work products.

#### ***Factor 3: Teaming Approach***

The offeror will be evaluated based on the extent to which the approach demonstrates the responsibilities of the prime, each identified subcontractor and partner; the distribution of work; lines of authority; past working relationships among the prime and each identified subcontractor and partner; the qualifications of the prime and each identified subcontractor and partner; the





prime's past experience in managing subcontractors or partners; conflict resolution, OCI, and duration of agreement (See Attachment E).

***Factor 4: Past Performance***

The offeror's past performance will be evaluated to assess the Government's confidence in the offeror's likelihood of successful performance in fulfilling requirements that are relevant and similar in scope and size, and complexity of this requirement. The evaluation will consider recent past performance provided within the past three years from date of the solicitation closing of contractor performance. The Government may use present, past performance data, or both obtained from a variety of sources, including those identified by the offeror.

Offerors' without recent or prior relevant experience may be rated as "neutral" at the discretion of the Contracting Officer (See Attachment D).

***Factor 5: Price***

While price will not be assigned a rating during the evaluation, it is a criterion in the overall evaluation of proposals. Only the government site rates will be used to determine price fair and reasonableness for the purposes of evaluation. The proposed total price for each year will be evaluated to determine whether the total IDIQ price for work on government facility is fair and reasonable, and reflect a clear understanding of the IDIQ need. The Government will evaluate the rates for the individual categories to ensure that those are consistent with the offeror's price proposal and are fair and reasonable. The Government will only evaluate the labor categories proposed based on the labor categories provided in the solicitation (See Attachments B & C).

For evaluation purposes only, the total price is the sum of the rates proposed for each labor category for each year of the ordering period, and for the six-month extension authorized by FAR clause 52.217-8. For purposes of determining the total price for the six month extension authorized by FAR 52.217-8, the total price is calculated as one-half of the total price for the final year of the IDIQ ordering period. Evaluation of the six-month extension option(s) will not obligate the Government to exercise the option(s).

**M.4. Ratings & Definitions**

The Government may use the following definitions as a guide in order to arrive at an overall adjectival rating for a factor:

<b>Significant Strength</b>	Is an aspect of an offeror's proposal that has <b>merit and significantly exceeds</b> specified performance or capability requirements in way that will be advantageous during contract performance and that will be <b>very low risk</b> to the Government.
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Table with 2 columns: Term (Strength, Weakness, Significant Weakness, Deficiency) and Definition. Includes a note at the bottom: '\*\*It is possible for the Government to find the proposal "acceptable" without attributing any of the definitions above...'.

The following definitions will be used by the Government as a guide in assigning the overall rating for each of the factors, with the exception of Past Performance Questionnaire submissions and Rate Schedule:

TECHNICAL RATINGS

Table with 2 columns: Rating (Outstanding, Good, Acceptable, Marginal, Unacceptable) and Description. Descriptions detail the level of proposal performance and associated risk.

	Proposals that are rated unacceptable in any of the factors will not be further considered for award.
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**\*\*Risk** is defined as a **potential** for unsuccessful contract performance as determined by the Government. The consideration of risk assesses the degree to which an offeror’s proposed approach to achieving the technical factor or subfactor/sub-element may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance or other perceived impact on successful performance of the contract requirement.\*\*

The following definitions will be used by the Government to determine the relevancy of each past performance:

**PAST PERFORMANCE RELEVANCY**

<b>Very Relevant</b>	Present/past performance effort involved <b>essentially the same</b> scope and size of effort, and complexities of this requirement.
<b>Relevant</b>	Present/past performance effort involved <b>similar</b> scope and size of effort, and complexities of this requirement.
<b>Somewhat Relevant</b>	Present/past performance effort involved <b>some</b> of the scope and size of effort, and complexities of this requirement.
<b>Not Relevant</b>	Present/past performance effort involved <b>little or none</b> of the scope and size of effort, and complexities of this requirement.

The following definitions will be used by the Government in arriving at the overall past performance rating:

**OVERALL PAST PERFORMANCE RATING: CONFIDENCE ASSESSMENTS**

Rating	Description
<b>Substantial Confidence</b>	The effort(s) involved was <b>essentially the same</b> in scope, magnitude (size), and complexity of the solicitation requirement and based on the offeror’s recent/relevant performance record, the Government has a <b>high</b> expectation that the offeror will successfully perform the required effort.
<b>Satisfactory Confidence</b>	The effort(s) involved was <b>similar</b> in scope, magnitude (size), and complexity of the solicitation requirement and based on the offeror’s



	recent/relevant performance record, the Government has a <b>reasonable</b> expectation that the offeror will successfully perform the required effort.
<b>Limited Confidence</b>	The effort(s) involved <b>some</b> of the scope, magnitude (size), and complexity of the solicitation requirement and based on the offeror’s recent/relevant performance record, the Government has a <b>low</b> expectation that the offeror will successfully perform the required effort.
<b>No Confidence</b>	The effort(s) involved <b>little or none</b> of the scope, magnitude (size), and complexity of the solicitation requirement and based on the offeror’s recent/relevant performance record, the Government has <b>no</b> expectation that the offeror will be able to successfully perform the required effort.  A determination of “No Confidence” renders the entire proposal <u>unacceptable</u> and therefore will not be considered for award.
<b>Unknown Confidence (Neutral)</b>	<b>No recent/relevant</b> performance record is available or the offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

**(End of Section M)**