



Homeland Security

Subject: Request for Quote (RFQ) HSHQDC-12-Q-00170 — 1 June 2012
"Program Management Office (PMO) Support for the
Office of Research and Standards Integration (RSI)"
CS&C NS/EP SETA II Program

Dear Prospective Offeror:

The United States Department of Homeland Security (DHS), Office of Procurement Operations (OPO) issues this Request for Quote (RFQ) for Program Management Office (PMO) Support for the Office of Research and Standards Integration (RSI) as specified in the attached Statement of Work (SOW).

The Government plans to award a Task Order on a Time-and-Materials/Labor-Hour basis.

You are invited to submit a quotation for the effort described in the attached SOW.

Responses must be submitted electronically to (b)(6) no later than 3:00PM, Eastern Daylight Time (EDT), 13 June 2012.

When responding to this RFQ, please include "HSHQDC-12-Q-00170 PMO Support for RSI" as the subject of the email. Should you decide not to respond to this RFQ, please send a brief e-mail which explains your reasons for not competing by the closing date to the undersigned Contracting Officer.

Thank you for your consideration in submitting a response to the RSI PMO requirement.

Sincerely,

(b)(6)

Susan Eicher
Contracting Officer

4 Attachments:

- I – Statement of Work
- II – RFQ Submission Instructions and Award Process
- III – Supplemental Clauses
- IV- Pricing Schedule

**NCS SETA II TASK ORDER (TO)
 STATEMENT OF WORK (SOW)
 Cybersecurity Standards SETA (CS SETA)**

1. Contracting Officer’s Representatives (CORs)

Primary COR

Name:	
Organization:	DHS/NPPD/CS&C/NCSD/GCSM/RSI
Address:	245 Murray Lane SW Bldg 410 Washington DC 20598-0620
Phone Number:	
E-Mail Address:	

Alternate COR (ACOR)

Name:	
Organization:	DHS/NPPD/CS&C/NCSD/GCSM
Address:	245 Murray Lane SW Bldg 410 Washington DC 20598-0620
Phone Number:	
E-Mail Address:	

2. Task Order Title: CS SETA [*Cybersecurity Standards (CS) Scientific, Engineering, and Technical Assistance (SETA)*] Note: This contract action includes support for the Research and Standards Integration (RSI) program.

3. Background: RSI represents DHS’s interests and exerts influence on the development of cybersecurity standards of importance to NCSD, CS&C, and DHS. RSI identifies key areas of concern to CS&C programs so as to focus work on the highest priority cybersecurity standards issues. RSI focuses on crucial areas of cybersecurity standards such as security automation; identity management and access control; incident information exchange; and supply chain risk management, all of which are vital to supporting a healthy cyber ecosystem. Standards contribute to a strong cyber ecosystem in various ways: they underpin trustworthy products and promote resilience and effective responses to cyber attacks.

RSI has several major roles in cybersecurity standards:

- 1) Lead coordination in CS&C to ensure efficient and effective use of personnel who contribute to standards development and address gaps in representation on national and international standards bodies.
- 2) Deepen understanding of and facilitate information sharing about cybersecurity standards across the CS&C. Effective knowledge management of this information is especially valuable in the ever-shifting atmosphere of the cybersecurity world, where many new standards are under draft, while published standards are regularly revised to keep pace with new technology, new performance measures, and new risks.
- 3) Promote the adoption of relevant standards into CS&C’s operational systems and programs, to improve cybersecurity management capabilities.

- 4) Collaborate with DHS's Science and Technology Directorate and other Federal agencies on cybersecurity standards activities to harmonize US inputs to international standards development, to exchange information about plans and activities, and to leverage their subject matter expertise.
- 5) Participate in cybersecurity standards development organizations and influence the content of standards to meet the needs of CS&C and DHS, as well as the US and global cyber community.

RSI requires technical support to fulfill CS&C's mission and the intent of the Office of Management and Budget (OMB) circular A-119 on Government participation in voluntary standards development. In general, the support required includes technical studies, analyses, white papers and technical reports; identification or recommendations of standards with specific functionalities that have good potential for cybersecurity approaches, and technical contributions to government and non-government standards bodies such as the National Institute of Standards and Technology (NIST), the International Telecommunication Union (ITU), the International Organization for Standardization (ISO), the Internet Engineering Task Force (IETF), the Institute of Electrical and Electronic Engineers (IEEE), and similar bodies.

4. **Scope:** This statement of work comprises two major areas of services: 1) Identification and Scoping and 2) Research and Analysis. This effort ensures continued support for the advancement and development of cybersecurity standards. The contractor shall furnish personnel, program management, and resources necessary for the required support. There are no Other Direct Costs required under this Task Order.
5. **Specific Tasks:** RSI represents CS&C's interests and exerts influence in national and international cybersecurity standards development processes that affect the security of US critical infrastructures. RSI assesses and contributes to standardization efforts at the national and international levels, and promotes the security of information and communications technology for both the public and private sectors. RSI monitors key standards bodies and cybersecurity standards that are consistent with US Government interests and/or the interests of US information and communications technology companies. RSI's participation in standards development ensures global competitiveness in ICT technologies.

5.1. Task 1 – Identification and Scoping: RSI supports the NCSD program offices in identifying areas of primary focus in cybersecurity standardization and helps to prioritize the work areas and engagements with key standards bodies. RSI's increased engagement with NCSD program offices supports the collection of specific requirements that help shape the development of future and existing standards while addressing NCSD's mission and promoting its value across key standards bodies. Raising engagement levels, however, requires a deep understanding of the standards landscape and the standards bodies playing an important role in cybersecurity standards development critical to the NCSD mission.

The contractor shall perform the following tasks:

- Assess the current landscape of cybersecurity standardization activities across standards bodies.
- Develop a plan and a strategy to identify appropriate areas of focus related to cybersecurity standardization and the NCSD mission.
- Develop a risk and impact model to identify weaknesses and potential vulnerabilities in cybersecurity standardization of services and related ICT technologies.

5.2. Task 2 – Research and Analysis: RSI supports the NCSO program offices by identifying emerging needs for ICT standards and performing the necessary analysis to identify focus areas and influence cybersecurity standards that are of interest to the NCSO mission and the US Government. RSI provides support to NCSO program offices in the analysis of cybersecurity domains or Communities of Interest (COIs) (e.g., incident handling and incident information exchange, identity management and access control, supply chain risk management, security metrics and cloud computing), emerging technologies, and internal cybersecurity activities such as:

- Cyber incident handling and incident information exchange capabilities in support of CS&C operational environments.
- Supply chain risk management standards focused on threats to the supply chain (e.g., supply chain disruptions such as thefts, loss of suppliers, etc.) and from the supply chain (e.g., compromised or faulty products and services).
- Security of next generation networks. Standards for network architecture must provide, for example, end-to-end security mechanisms, secure management of identity information, and protection of transactions conducted over the network.
- First responders, who are a key DHS constituency. For standards that ensure the security and availability of emergency communications, particularly as first responders migrate to Internet-based and mobile communications technologies.

The contractor shall perform the following tasks:

- Provide a comprehensive cybersecurity standardization analysis approach, based on identified NCSO requirements, to determine weaknesses and vulnerabilities and to identify areas of improvement.
 - Conduct research and analysis to identify gaps in cybersecurity standards and their potential implementation in NCSO operational environments.
 - Conduct an analysis of the cybersecurity work of major standards bodies and identify gaps and recommend areas of improvement based on NCSO requirements.
 - Identify issues in cybersecurity standards, evolving technologies and applications across standards bodies (e.g., cloud computing, identity management, network sensors, supply chain risk management, security automation).
 - Provide recommendations of cybersecurity standards required to enhance the capabilities of NCSO operations and critical infrastructure.
- 6. Place of Performance and Travel:** The Contractor's primary place of performance under this task order will be at its facility (ies). Frequent travel between the Contractor's facility(ies) and DHS locations to support RSI is anticipated. Contractor personnel will be notified in advance when Temporary Duty (TDY) travel is required. Refer to the Basic Contract Clause in Section H for reimbursement of travel costs incurred under this task order.
- 7. Period of Performance:** This task order will have a period of performance of 24 months consisting of: a 6-month Base, 6-month Option – Option 1, and 12-month Option – Option 2. The Government may exercise the options at any time during the life of the task order in compliance with FAR clause 52.217-9.

8. Deliverables/Delivery Schedule:

Final documentation deliverables shall be provided in hard and soft copy (or as directed by the government program manager) for the products specified below. Daily, weekly, interim, informal deliverables and working-copy products may be provided electronically, by email or disk, or as directed by the Government Program Manager. The Government and Contractor will mutually agree upon the format to be used for each deliverable, excluding the Monthly Status Report which is currently defined in each SETA II Contract.

Task#	Deliverable Title	Due / Frequency	Distribution
1	Task Order Management Plan (TOMP)	As directed by the COR	COR and Govt Task Lead
2	Initial Technical Interchange Meeting (TIM)	As directed by the COR	Govt Task Lead
3	Quarterly Program Status Report (QPSR)	Quarterly	Govt Task Lead
4	Monthly Status Report (MSR)	Monthly	Govt Task Lead
5	Assess the current landscape of cybersecurity standardization activities across standards bodies.	As directed by the COR	Govt Task Lead
6	Develop a plan and a strategy to identify appropriate areas of focus related to cybersecurity standardization and the NCSD mission.	As directed by the COR	Govt Task Lead
7	Develop a risk and impact model to identify weaknesses and potential vulnerabilities in cybersecurity standardization of services and related ICT technologies.	As directed by the COR	Govt Task Lead
8	Provide a comprehensive cybersecurity standardization analysis approach, based on identified NCSD requirements, to determine weaknesses and vulnerabilities and to identify areas of improvement.	As directed by the COR	Govt Task Lead
9	Provide research and analysis reports on identified gaps in cybersecurity standards and their potential implementation in NCSD operational environments.	As directed by the COR	Govt Task Lead
10	Provide an analysis and report on the cybersecurity work of major standards bodies as well as identify gaps and recommend areas of improvement based on NCSD requirements.	As directed by the COR	Govt Task Lead
11	Report on identified issues in cybersecurity standards, evolving technologies and applications across standards bodies (e.g., cloud computing, identity management, network sensors, supply chain risk management, security automation).	As directed by the COR	Govt Task Lead
12	Provide recommendations of cybersecurity standards required to enhance the capabilities of NCSD operations and critical infrastructure.	As directed by the COR	Govt Task Lead

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

Provide all final document deliverables, including daily, weekly, interim, informal deliverables, working-copy products required for on-going general support, and formal deliverables, via email, CD, or DVD, as arranged. The Government may establish a maximum page limit on deliverables. Deliverables will use the current DHS version of Microsoft Word, PowerPoint and/or other DHS standard application software unless otherwise arranged.

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

- 9. Security:** Contractor personnel assigned to this task order shall possess Secret personnel security clearances, commensurate with their required access to classified information, issued by the Defense Security Service (DSS). All Contractor personnel must meet DHS Suitability requirements as specified in this Task Order.

All services provided must be in accordance with DHS Management Directive 4300.1 as implemented by DHS 4300A and/or 4300B Policies and Handbooks. Access to DHS IT Systems is governed by DHS 4300A, Sensitive Systems Policy, and DHS 4300 A, DHS National Security System Handbook.

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

11. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI):

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

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

12. Packaging, Packing, and Shipping: Refer to Section D Contract requirements.

13. Inspection and Acceptance Criteria:

The Government Task Lead will review draft and final deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance within the guidelines/requirements of the task order and will be coordinated with the COTR/ACOTR regarding its acceptability. The Contractor shall ensure the accuracy and completeness of all deliverables in accordance with referenced policy, regulations, laws, and directives. Reports and presentations shall be concise and clearly written. Errors, misleading or unclear statements, incomplete or irrelevant information, and/or excessive rhetoric, repetition, and "padding", or excessive length if a page limit is imposed, shall be considered deficiencies and will be subject to correction by the Contractor at no additional cost to the Government. Unless otherwise indicated, the Government will require 20 workdays to review and comment on deliverables. If the deliverable does not meet the noted criteria, the Government will return it.

A rejected deliverable will be handled in the following manner.

- After notification that the deliverable did not meet the acceptance criteria the Contractor shall resubmit updated/corrected version 10 workdays after receipt of Government comments
- Upon the Contractor's re-submission, the Government will reapply the same acceptance criteria. If the deliverable does not meet it a second time, the Government might consider the Contractor as having deficient performance with respect to the task.

14. Applicable Documents: Only documents referenced within the specified requirements of these documents cited are applicable, and only to the extent they specifically apply to the requirement. In the event of conflict between documents referenced and the contents of this SOW, the contents of this SOW takes precedence.

15. Material/Other Direct Costs (ODC): *This paragraph is only applicable if funding for ODCS is provided. At time of award, it is not envisioned that ODCs will be required.* The Contractor shall procure material/ODCs when essential to task performance and approved by the COTR and the Contracting Officer. As cost and availability of the materials are identified, the Contractor will request permission to obtain as an integral part of this task from the Contracting Officer.

- All materials purchased by the Contractor for the use or on behalf of the Federal Government shall become the property of the Federal Government.
- The Contractor shall document the transfer of materials in addition to an account of all materials consumed during the performance of the task order.
- The Contractor shall furnish a copy of such documents at Quarterly Program Status Review meetings.

16. Accessibility Requirements (Section 508):

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

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

Section 508 Applicable EIT Accessibility Standards

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

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

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

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

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

Section 508 Applicable Exceptions

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COTR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

Section 508 Compliance Requirements

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

All tasks for testing of functional and/or technical requirements must include specific testing for Section 508 compliance, and must use DHS Office of Accessible Systems and Technology approved testing methods and tools. For information about approved testing methods and tools send an email to accessibility@dhs.gov.

RFQ SUBMISSION INSTRUCTIONS AND AWARD PROCESS

RFQ SUBMISSION INSTRUCTIONS

The offeror's quote must be written in a logical, practical, clear and concise manner and contain all pertinent information in sufficient detail to provide the Government with a clear understanding of the offeror's approach and to permit evaluation of the proposed task order. It is the responsibility of the offeror to present enough information to allow the various work efforts, support, and management approaches to be meaningfully evaluated without discussions. The offeror shall include any data necessary to illustrate the adequacy of the various assumptions, approaches, and solutions to problems it identifies in its quote.

In presenting material in this quote, the offeror is advised that quality of information is more important than quantity. Offerors are encouraged to use quantitative terms wherever possible and avoid the use of qualitative and subjective terms to the maximum extent practicable. A quote must be internally consistent or the quote will be considered unacceptable.

All quotes must clearly and convincingly demonstrate that the offeror has a thorough understanding of the requirements and associated risks, and is able, willing, and competent to devote the resources necessary to meet the requirements and has valid and practical solutions for all requirements. Statements that the prospective offeror understands, can, or will comply with the Statement of Work (SOW), and statements paraphrasing the SOW requirements or parts thereof, will be considered unacceptable.

The Technical and Price Quotes must be submitted as separate documents.

RFQ Deadline/ Submission Particulars: All quotes must be received electronically by (b)(6) no later than **3 PM, 13 June 2012, Eastern Daylight Time (EDT)**.

All submissions must cite "HSHQDC-12-Q-00170 PMO Support for RSI" in the Subject line. Files **exceeding** 5 MB must be forwarded in separate emails, identified by "File 1 of 3, File 2 of 3, etc., as appropriate, in the subject line. Include in the *body* of the email:

- A. Summary of enclosed email attachments and document names
- B. Point of Contact (Name, phone number and email address) of person who is knowledgeable and authorized to discuss submission contents.
- C. Subcontractor information, as appropriate, including Points of Contact for quote information if other than the prime's POC.

TECHNICAL QUOTE REQUIREMENTS

The technical submission must not exceed fifteen (15) pages excluding cover page, commitment letters and resumes of personnel.

The total estimated labor hours for work under this task order is a total of 9,613 hours.

NOTE: Estimated labor hours are provided for informational purposes only. Offerors shall utilize their independent business judgment in determining the appropriate level of effort and labor mix to satisfy the requirements outlined in the statement of work.

Factor 1: Technical Approach:

Describe the related skills, knowledge, abilities, capabilities and/or qualifications your company possesses to perform the requirements addressed in the SOW.

Describe your approach to accomplishing all the activities in Tasks 1 and 2 of the SOW.

Describe any risks and/or technical barriers that may be encountered in performing requirements under the proposed SOW and recommend solutions.

The approach must demonstrate a clear understanding of cybersecurity standards, evolving technologies and applications across Standards Developing Organizations (SDOs) SDOs, and cybersecurity operations areas related to CS&C.

Factor 2: Staffing Plan and Key Personnel Approach:

The offeror shall provide a Staffing Plan. The Plan must include a "by task" delineation identifying labor categories and staffing numbers of all key and non-key personnel proposed which clearly describes how each task order requirement will be successfully performed.

The Plan must identify and demonstrate the interrelationships, interdependencies, and responsibilities of the proposed team.

The Plan must identify the security clearance of each individual proposed.

Personnel: Provide a Commitment Letter for any individual proposed who is not currently an employee of the SETA II Contractor, and, any proposed consultant/subcontractor.

All proposed personnel must have the capability of obtaining an active security clearance or be eligible to secure a DHS security clearance on the task order start date.

The offeror shall describe and demonstrate the expertise of its proposed personnel in the following areas of cybersecurity and appropriate standards:

- i) multiple national and international SDOs working on cybersecurity standards and
- ii) in identifying cybersecurity areas of improvement as they relate to CS&C programs and in operational environments.

The offeror must provide a resume or curriculum vitae for each individual proposed under the Task Order which demonstrates relevant experience and expertise in cybersecurity and appropriate standards, which includes expertise in multiple national and international SDOs working on cybersecurity standards and demonstrated expertise in identifying cybersecurity areas of improvement as they relate to CS&C programs and operational environments

The resume or curriculum vitae must include the following information:

- Company name
- Employee name
- Proposed position and labor category
- Percent of time dedicated to this task order
- Education (degree, school, major)
- Security Clearance (security clearance level, granting authority, status, and date of most recent SBI, SSBI)
- Experience summary

Chronological description of experience on projects of relevant scope and complexity to this SOW

Resumes or curriculum vitae must not exceed 2 pages each and will not count towards the page limit in its quote.

PRICE QUOTE REQUIREMENTS

Factor 3 - Price includes Labor Hour CLINS (Period of Performance is comprised of the following:

- Base – 180 days
- Option 1 – 180 days
- Option 2 – 365 days
- 52.217-8 Option

Labor rates shall be proposed based on those negotiated under the SETA II IDIQ contracts. Offerors are encouraged to propose discounts to the rates negotiated under their SETA II Contract rates identified in Section J of their Contract.

The Price quote submission must include a detailed breakdown by task and for **all** CLINS (Labor-Hour) and Travel for the base and All option periods. Provide both Government site and Contractor site rates with your quote.

Each task must include appropriate labor categories, rates and estimated level of effort (labor hours needed to complete task) to successfully meet the requirements of the Task Order.

**Complete Attachment III, Price Schedule Summary sheet.
The Government has provided an estimated travel budget of \$5,000 solely for Option1.**

There are no ODCs projected for the Task Order proposed under RFQ HSHQDC-12-Q-00170. There is no page limit for the Price Quote.

The estimate of hours provided in Attachment IV is provided for informational purposes only. The Offeror shall utilize its independent business judgment in determining the appropriate level of effort and labor mix to satisfy the requirements outlined in the statement of work.

For purposes of submitting your quote, labor rates for work under the proposed task order shall be based on 100% at the Contractor's facility for each period of performance, i.e., base, Option 1, Option 2, and 52.217-8 Option.

BASIS OF AWARD

Quotes will be evaluated using the Lowest Price Technically Acceptable (LPTA) process. Quotes will be rated as acceptable or unacceptable.

To be rated acceptable, an offeror's quote must clearly meet all requirements of the RFQ. If an offeror's quote does not clearly meet all requirements of the RFQ, it will be rated as unacceptable.

Price (not rated): Price is a non-rated factor, but will be evaluated on the basis of reasonableness as follows: accuracy, completeness, consistency, and traceability to the proposed technical approach. The labor mix will be evaluated in conjunction with task requirements to determine whether proposed labor categories and the skill level of proposed workers are appropriate for the work to be accomplished.

Award will be made on the basis of the lowest evaluated price of quotes meeting or exceeding the acceptability standards for the non-cost factors.

The Government intends to award without discussions; however, the Contracting Officer reserves the right to conduct discussions should they be necessary.

EVALUATION METHOD

The factors that will be used to evaluate all quotes are as follows:

Factor 1 – Technical Approach
Factor 2 – Staffing Plan and Key Personnel Approach
Factor 3 – Price

Factor 1 – Technical Approach

The offeror will be evaluated on the following:

Related skills, knowledge, abilities, capabilities and qualifications the offeror possesses to perform the requirements addressed in the SOW.

Demonstrated ability in a clear manner how it will effectively and efficiently perform each requirement specified in the SOW.

Demonstration of how the work will be organized.

Demonstrated approach of a clear understanding of cybersecurity standards, evolving technologies and applications across Standards Developing Organizations (SDOs) SDOs and cybersecurity operations areas related to CS&C.

Factor 2 – Staffing Plan and Key Personnel Approach

The following will be evaluated:

The Plan's delineation "by task" clearly describes proposed labor categories and staffing numbers of all key and non-key personnel and clearly describes how each task order requirement will be successfully met.

The Government will only consider those qualifications of a proposed subcontractor or proposed individual(s) currently employed by another contractor if a firm commitment is demonstrated in the Commitment Letter.

Identification and demonstrated interrelationships, interdependencies, and responsibilities of the proposed team.

Demonstrated expertise of proposed personnel in cybersecurity and appropriate standards.

Demonstrated expertise in multiple national and international SDOs working on cybersecurity standards and demonstrated expertise in identifying cybersecurity areas of improvement as they relate to CS&C programs and operational environments.

Factor 3 - Price

The price for the proposed Task Order will be evaluated on the basis of the offeror's total estimated price to the Government.

The labor mix will be evaluated in conjunction with task requirements to determine whether proposed labor categories and the skill level of proposed workers are appropriate for the work to be accomplished.

If needed, the Government may exercise the Option(s) under FAR 52.217-8 without further competition or need for justification for other than full and open competition (or limited source justification, sole source justification, or justification for an exception to fair opportunity). For purposes of evaluation, the potential need to exercise the option under FAR 52.217-8 to extend the period of contract performance for the maximum period of six (6) months beyond the last option period will be considered the same for all offerors. In considering the price of the base period and any option periods, the Government will consider that if the Option to Extend Services clause at FAR 52.217-8 is exercised, it will be on the exact same rates and terms, other than length of performance, as the base or option period being extended.

The Government will evaluate offers by summing the total estimated price of the base period with the total estimated price of each option period. Evaluation of options does not obligate the Government to exercise any options(s).

Any quote that is unreasonable or materially unbalanced as to price for basic and option items including follow-on years, may be rejected. An unbalanced quote is one that incorporates prices that are significantly understated or overstated as indicated by price analysis techniques.

Offerors are requested to complete the appropriate areas in HSAR clauses 3052.209-70 "Prohibition on Contracts with Corporate Expatriates" and HSAR 3052.209-72 "Organizational Conflict of Interest", and return the completed clauses with your Quote.

Additionally, you are requested to review HSAR clause 3052.209-73 "Limitation of Future Contracting". All clauses are included in Attachment III of this RFQ.

Supplemental Clauses

1. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

2. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 months.

3. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

NUMBER	TITLE	DATE
52.245-1	Government Property	AUG 2010
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.204-2	Security Requirements	AUG 1996
52.222-50	Combating Trafficking in Persons	FEB 2009
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	FEB 2007

4. HSAR 3052.204-70 Security Requirements for Unclassified Information Technology Resources (JUN 2006)

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

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

(1) Within ["insert number of days"] days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

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

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

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

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

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

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

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

5. HSAR 3052.204-71 Contractor Employee Access (JUN 2006)

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

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

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

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

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

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

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

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

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

(End of clause)

5. 3052.209-70 Prohibition on Contracts With Corporate Expatriates (JUN 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

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

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

(e) Treatment of Certain Rights.

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

(i) warrants;

(ii) options;

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

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

(f) Disclosure. The offeror under this solicitation represents that [Check one]: ___ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#);

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#), but it has submitted a request for waiver pursuant to [3009.104-74](#), which has not been denied; or

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

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

(End of provision)

6. 3052.209-72 Organizational Conflict of Interest (JUN 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting if an offeror may have had access to non-public information gained in the performance of a DHS contract that could provide them with an unfair advantage regarding the instant acquisition.

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

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

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

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

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

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

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

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

(End of provision)

7. 3052.209-73 Limitation of Future Contracting (Jun 2006)

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

(b) The nature of this conflict is the contractor may have had access to non-public information gained in the performance of a DHS Contract that could provide them with an unfair advantage regarding this acquisition.

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

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this task order, is required to develop specifications or statements of work that are to be incorporated into a

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

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

(End of clause)

(End of clause)

8. Advertisements, Publicizing Awards, and News Releases

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

9. Observance of Legal Holidays and Administrative Leave

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

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

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

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

- (A) Granting administrative leave to non-essential DHS employees (e.g., unanticipated holiday);
- (B) Inclement weather;
- (C) Failure of Congress to appropriate operational funds;
- (D) Or any other reason.

(2) In such cases, contractor personnel not classified as essential, i.e., not performing critical round-the-clock services or tasks, who are not already on duty at the facility, shall not report to the facility. Such contractor personnel already present shall be dismissed and shall leave the facility.

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

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

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

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

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

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

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

10. Invoices

The contractor shall submit invoices electronically to the following email address:

E-mail: NPPDInvoice.Consolidation@ice.dhs.gov

And a copy to:

The Contracting Officer (CO)

(b)(6)

And, Contracting Officer's Representative (COR)

Time and Material, the Contractor shall invoice once a month after the close of the month of performance.

Invoice Content and Format:

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

- 1) Cover sheet identifying DHS;
- 2) Contract Number;
- 3) Modification Number, if any;
- 4) DUNS Number;
- 5) TIN; and
- 6) Month of services provided

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

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

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

Local travel costs will not be reimbursed. All Temporary Duty Travel (TDY) shall be in accordance with the Federal Travel Regulation (FTR). The Contractor shall obtain Government approval in advance of incurring any costs associated with TDY travel. Government approval is provided by the Contracting Officer's Technical Representative (COTR). The Contractor shall provide estimated costs with its approval request. Allowable and reasonable costs incurred by the Contractor for TDY travel will be reimbursed within the Not-To-Exceed established by this contract. In accordance with the FTR, allowable TDY travel costs include, but are not limited to, the following: airfare; train fare; lodging; room taxes; meals and incidental expenses (M&IE); car rental (includes refueling); ground transportation to/from airport (includes taxi, train, etc.). Use of personal vehicle to/from airport includes associated mileage and parking fees (excludes refueling). Unless approved in advance, lodging and M&IE shall not exceed GSA per diem rates. In accordance with the FTR, receipts shall be provided for each incidental expense incurred which exceeds \$75.00. If it is impracticable to furnish said receipts in any instance as required by the FTR, the failure to do so shall be fully explained. Mere inconvenience in the matter of taking receipts will not be considered. Once proposed costs are approved by the Government, the Contractor shall not exceed the funded ceiling.

The Contractor shall obtain Government approval in advance of incurring any costs associated with ODCs. Government approval is provided by the COR. The Contractor shall provide estimated costs, including any quotes, with its approval request. Allowable and reasonable costs incurred by the Contractor for ODCs will be reimbursed within the Not-To-Exceed established by this task order. The Contractor shall not charge the Government any associated fees or profit over actual costs incurred for ODCs. Allowable ODCs which are necessary and directly support task order work include, but are not limited to, the following: materials for meetings, reproduction, graphics, printed materials and advertisements via various media. Receipts shall be provided for each ODC incurred. Once proposed costs are approved by the Government, the Contractor shall not exceed the funded ceiling.

11. The following clauses from Section I - Contract Clauses of the Contractor's SETA II Contract are incorporated in their entirety into this Task Order:

- 1.1 Additional Information for Classified Contracts
- 1.2 General Requirement
- 2.0 Contractor Personnel
- 2.1 Employment Eligibility
- 2.2 Continued Eligibility
- 2.3 Termination
- 3.0 Suitability Determinations
- 4.0 Background Investigations
- 4.1 Alternative Citizenship Requirements for Non-IT Contracts
- 5.0 Information Technology Security Clearance
- 6.0 Information Technology Security Training and Oversight
- 7.0 References – 7.1 DHS Office of Security

12. Site Visit Authorization

The Contractor's request for visit authorization to the Government facilities located at Glebe Road, Arlington, Virginia shall be submitted in accordance with the Glebe Road visitor policy.

13. Security Review

The Government may elect to conduct periodic reviews to ensure the security requirements contained in this task order are being implemented and enforced. The Contractor shall afford DHS, including the organization of the DHS Office of the Chief Information Officer (CIO), the Office of the Inspector General (OIG), the authorized COR/ACOR, and other Government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this task order. The Contractor shall contact the DHS Chief Information Security Officer to coordinate and participate in the review and inspection activity of Government oversight organizations external to the DHS. Access shall be provided to the extent necessary 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 DHS data or the function of computer systems operated on behalf of DHS, and to preserve evidence of computer crime.

PRICE SCHEDULE

Attachment IV
RFQ HSHQDC-12-Q-00170

All CLINS are Labor-Hour CLINS. Ceilings for each CLIN are stated under the column entitled "Total". This Price Schedule is a summary of all proposed costs. Completion of this Price Schedule shall be accompanied with detailed back up sheets that include the proposed labor categories and hourly rates to complete work under each Task under each CLIN. Although Offerors are required to propose Contractor Site rates for Evaluation purposes, Offerors shall include Contractor Site and Government Site Rates in their back up information. Contractor Site and Government Site rates will be incorporated into the Task Order at time of award.

Base PERIOD

CLIN/ Contract Type	Description	POP	Total
0001 Labor- Hour	SOW para. 6.1 Task 1 – Identification and Scoping	180 Days	\$ _____
	TOTAL Base Period (CLIN 0001)		\$ _____ Ceiling

OPTION 1

CLIN/ Contract Type	Description	POP	Total
1001 Labor-Hour	SOW paras. 6.1 and 6.2 Task 1 – Identification and Scoping and Task 2 – Research and Analysis	180 days	\$ _____
1002 Cost- Reimbursement	Travel		\$ 5,000 Not to Exceed
	TOTAL Option 1 (CLINS 1001 and 1002)		\$ _____ Ceiling

PRICE SCHEDULE

Attachment IV
RFQ HSHQDC-12-Q-00170

OPTION 2

CLIN/ Contract Type	Description	POP	Total
2001 Labor- Hour	SOW paras. 6.1 and 6.2 Task 1 – Identification and Scoping and Task 2 – Research and Analysis	365 Days	\$ _____
	TOTAL Option 2 (CLIN 2001)		\$ _____ Ceiling

FAR 52.217-8 OPTION

CLIN/ Contract Type	Description	POP	Total
3001 Labor- Hour	SOW paras. 6.1 and 6.2 Task 1 – Identification and Scoping and Task 2 – Research and Analysis	180 Days	\$ _____
	TOTAL FAR 52.217-8 Option (CLIN 3001)		\$ _____ Ceiling

PRICE SCHEDULE

Attachment IV
RFQ HSHQDC-12-Q-00170

PRICING SUMMARY FOR EVALUATION PURPOSES

Description	Total Proposed Price
CLIN 0001 - Base Period Total (180 days)	\$
CLIN 1001 - Option 1 Labor Total (180 days)	\$
CLIN 1002 - Travel	\$ 5,000
CLIN 2001 - Option 2 - Total (365 days)	\$
CLIN 3001 - FAR 52.217-8 Option (1/2 of Period Option 2) – (180 days)	\$
TOTAL Evaluated Price	\$

SOLICITATION, OFFER AND AWARD		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700)	RATING	PAGE OF PAGES 1 85	
2. CONTRACT NUMBER HSHQDC-09-D-00062		3. SOLICITATION NUMBER HSHQDC-08-R-00002	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER RNNC-09-00128
7. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528		CODE DHS/OPO/PHA/CS&S	8. ADDRESS OFFER TO (If other than item 7)		

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 _____ until _____ (Hour) local time _____ (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals See Section L, Provision No. 52.214-7 or 52.216-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Robert Degnan	B. TELEPHONE (NO COLLECT CALLS)	C. E-MAIL ADDRESS
			(b)(6)

11. TABLE OF CONTENTS

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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	10	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	72
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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 SCIENCE APPLICATIONS INTERNATIONAL CORPORATION 10260 CAMPUS POINT DRIVE MAIL STOP G2 SAN DIEGO CA 921211522	CODE 0547812400000	FACILITY	15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
--	--	---------------	----------------

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$25,000.00	21. ACCOUNTING AND APPROPRIATION See schedule
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 G.2
24. ADMINISTERED BY (If other than item 7) See Schedule G	CODE DHS/OPO/PHA/CS&S	25. PAYMENT WILL BE MADE BY See Schedule G
26. NAME OF CONTRACTING OFFICER (Type or print) David Ritter	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

NAME OF OFFEROR OR CONTRACTOR
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 054781240+0000 Service: Scientific, Engineering and Technical Assistance (SETA II)</p> <p>This is an IDIQ contract. Task Orders will be competitively awarded and separately funded in accordance with the terms and conditions of this contract.</p> <p>The combined overall ceiling amount for all contractors receiving awards under the solicitation identified in Block 3 of Standard Form 33 (signature page) is \$388,854,230. The overall minimum for this contract is: \$25,000.00 The minimum is guaranteed Delivery: 06/30/2010 Discount Terms: Net 30 Admin Office: U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 Delivery Location Code: PREPBSTN Preparedness (Ballston) 1110 N. Glebe Rd Attn: Mark Deem Arlington VA 22201</p> <p>Accounting Info: NSEP000-000 K9 04-05-50-000 90-05-0003-02-000000 GE OE 2576 RN9128 FOB: Destination Period of Performance: 07/01/2009 to 06/30/2014</p>				
0001	Base Year				0.00
0002	Option Year 1 Amount: \$0.00 (Option Line Item)				0.00
0003	Option Year 2 Amount: \$0.00 (Option Line Item)				0.00
0004	Option Year 3 Amount: \$0.00 (Option Line Item)				0.00
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	Option Year 4 Amount: \$0.00 (Option Line Item)				0.00
0006	<p>Minimum Guarantee Reserve - The Contractor shall not invoice against this CLIN without written authorization of the Contracting Officer (See Section B.3 of the contract). Obligated Amount: \$25,000.00</p> <p>See Section J.6 for Prime and Subcontractor Labor Categories and Rates</p> <p>In accordance with the contract terms, the Minimum Guarantee of \$25,000 is obligated on this base contract document as a reserve to cover the minimum guarantee of the contract. The contractor shall not invoice for this minimum without written approval from the Contracting Officer.</p> <p>The total amount of award: \$25,000.00. The obligation for this award is shown in box 20.</p>				25,000.00

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 Supplies and Services Being Acquired.**

1) The Contractor shall provide those services and supplies necessary to support the NS/EP SETA effort, in accordance with individual task orders under this Indefinite Delivery/Indefinite Quantity (ID/IQ) contract. Task orders may be issued on Cost Reimbursement, Firm Fixed Price (FFP), Labor Hour, Performance-Based, or Time and Materials (T&M) basis in accordance with Federal Acquisition Regulation (FAR) 16.505.

2) **CLIN Structure.** For purposes of the Base Contract, the CLINS are as follows:

CLIN 0001	Base Year
CLIN 0002	Option Year 1
CLIN 0003	Option Year 2
CLIN 0004	Option Year 3
CLIN 0005	Option Year 4

The contract line item number (CLIN) structure for each Task Order issued under the contract will be set up at the time of issuance of the order. Task orders issued under this contract will be awarded using various contract types depending upon the requirement.

3) **Fixed Price, Labor Hour, and Time-and-Materials Task Orders.** The contract will include fixed hourly rates (fully burdened) for purposes of pricing fixed price, labor hour, and time-and-materials (T&M) task orders in Section J - Fixed Labor Rate Tables.

4) **Cost-reimbursement Task Orders.** For cost reimbursement task orders, the Contractor will be required to propose the estimated actual costs at the time of proposal submission, rather than using the fixed hourly rates. Cost reimbursement task orders will be issued upon the basis of actual costs, rather than fixed hourly rates.

B.2 Term of Contract.

The term of this ID/IQ contract will consist of a one-year base period, with four one-year options. Task orders will be issued with periods of performance for up to one year, unless otherwise authorized by the Contracting Officer (CO).

Task Order Requirements. Individual task orders awarded under this contract will contain Statements of Work (SOW), Statements of Objectives (SOO) or Performance Work Statements (PWS) that are within the general scope of the contract's Statement of Work. Performance-based acquisition is the preferred contracting method and will be used, whenever possible.

B.3 Minimum Obligated Amount.

The basic contract includes an initial obligation of funds in the amount of \$25,000.00 to cover the minimum order guarantee for this ID/IQ contract. To the extent subsequent task orders are issued that cover this minimum, the funding for the minimum guarantee under CLIN 0006 will be de-obligated from the base.

The minimum ordering limit can be satisfied at any time during the term of the contract (which includes the base period and options, should they be exercised).

B.4 Maximum Contract Ceiling.

This is one of several NS/EP SETA multiple-award ID/IQ contracts. All have a combined overall ceiling price of \$388,854,230. The maximum aggregate dollar value of all task orders awarded to all Contractors cannot exceed this ceiling amount. The Government shall not issue a task order to a Contractor (or modification thereto) that, when added to the aggregate dollar value of all prior task orders issued to all Contractors under this effort, allows the aggregate value of all task orders placed under this effort to all Contractors to exceed the overall ceiling price. This ceiling amount will not be subdivided among the number of awardees, nor will it be multiplied by the number of awardees. The Government anticipates all task order awards to be awarded competitively. Competition will be limited to those successful vendors receiving awards resulting from RFP HSHQDC-08-R-00002.

B.5 Types of Task Orders.

a) Cost Reimbursement Task Orders.

All task orders issued on a cost reimbursement basis will be priced in accordance with approved audit rates (Defense Contract Audit Agency (DCAA) or Defense Contract Management Agency (DCMA). Direct and indirect cost rates will be established on a task order basis. For cost reimbursement task orders, the Contractor will provide complete supporting schedules identifying all applicable direct and indirect rate estimates building up to the task order cost. The Contractor should submit their most recent provisional indirect billing and actual rates for both direct and indirect rates. Contractors without audited rates shall propose indirect rates in accordance with FAR 31. The fee will be negotiated for each task order consistent with statutory limitations.

b) Firm Fixed Price (FFP) Task Orders.

For FFP type task orders, the quantity of each item or labor category ordered will be multiplied against the rate listed in this schedule or as negotiated for the task order, and the cumulative extended total of all items ordered will define the fixed price for the task order. Materials, if applicable, may be estimated for each task order and burdened with applicable indirect costs in accordance with the Contractor's established accounting practices.

c) Time and Material (T&M) or Labor Hour (LH) Task Orders.

For T&M or labor hour type task orders, the quantity of hours ordered from each labor category will be specified as deliverable hours billable at the ceiling rates specified in Section B.8, Fixed Labor Rates Tables, or as negotiated, if lower rates are proposed for the task order. Materials will be estimated for each task order and may include applicable indirect costs computed in accordance with the Contractor's established accounting practices. Profit on materials is not allowable. Consistent with the definition in FAR 52.232-7(b)(1)(ii), "materials" include direct materials (including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control); subcontracts for supplies and incidental services for which there is not a labor category specified in the contract; other direct costs and travel.

The cumulative extended total of all labor categories ordered plus materials/applicable indirect costs will define the task order's ceiling price. Task orders may authorize adjustments between labor category quantities of up to 10%. Reimbursement under the contract shall be governed by the FAR Clause 52.232-7, Payments Under Time and Materials and Labor Hour Contracts.

Materials. Materials are defined in FAR Clause 52.232-7, Payments Under Time and Materials and Labor Hour Contracts. The cost of general-purpose items required for the conduct of the Contractor's normal business operations are not allowable materials in the performance of task orders issued under this contract. (See Sections G and H for additional limitations on materials and required support documentation.) Profit is not allowed on materials under a T&M type task order.

B.6 Labor Hour (LH), Time and Material (T&M) or Firm Fixed Price (FFP) Rates.

All task orders issued on a Labor Hour, T&M or FFP basis will be priced in accordance with the pricing set forth in Section J, Labor Hour Rates Tables. The labor rates will reflect the fully-burdened rates for each labor category and will apply to all direct labor hours. The burdened hourly rates are ceiling price rates and the Contractor may, at its discretion, elect to propose lower hourly rates on a task by task basis. Indirect costs allocated to any materials (e.g., direct materials and other direct costs) shall be proposed consistent with the payment requirements in the clauses at FAR 52.232-7, Payments Under Time and Materials and Labor Hour Contracts and FAR 52.216-7, Allowable Cost and Payment.

The fully-burdened labor rates include all direct, indirect, general and administrative costs and profit or fee. All hourly rates are based on the Contractor's Cost Accounting Standards (CAS) disclosure statement; or if there is no disclosure statement, the Contractor's established standard accounting practices. Thus, the rates shown are based on the Contractor's established accounting practices for recording uncompensated overtime. These practices are reflected in the table. If the table indicates that the rates were computed based on the recording of all hours, then the Contractor will be permitted to bill at the hourly rate for all hours worked. If the table indicates that the rates were computed based on recording only forty hours per week, then the Contractor will be permitted to bill only on the basis of a forty-hour week.

a) Rates.

1) Government Site Rates. When performing at the Government site, the fully-burdened labor rates reflect the appropriate reduction due to the use of Government facilities. The Government will provide office space, furniture, and office equipment.

2) Contractor Site Rates. When performing at the Contractor site, the fully-burdened labor rates include applicable indirect costs for office space and all normal supplies and services required to support the work. This includes, but is not limited to, telephones, faxes, copiers, personal computers, postage (to include courier services such as Federal Express), ordinary business software (e.g., word processing, spreadsheets, graphics, etc.), normal copying and reproduction costs.

b) Program Management Support Costs.

Contract-level program management support costs are included as a percentage of each individual labor category rate, and encompass support for contract-level management, reporting

requirements and related travel and meeting costs. As a result, these program management support costs should be allocated across all of the task orders issued under this contract. These “program management” support costs are differentiated from individual task order “Task Order Manager” or “Project Manager” support costs, which are billed as hourly labor rates against individual task orders for direct support to the effort performed under those task orders. This will result in direct billings at the task order level for labor hours in the “Task Order Manager” or “Project Manager” categories, to specifically support project management for the task order.

B.7 Fixed Labor Rates.

a) The labor rates are fixed for the life of the contract. However, the Contractor may submit a proposal reducing the fixed hourly labor rates or offering a discount when submitting a task order proposal at any time during the life of this contract. The Government will review these proposals and determine if the revised rates are realistic and in the best interest of the Government. If the rates are accepted, the Government will modify the contract by incorporating the new rates into the contract.

b) At any time and throughout the life of the ID/IQ contract, at the request of either the Contractor or the Government, the Contractor may propose additional labor categories, rates and descriptions in addition to the Government labor categories. These additional labor categories, rates and descriptions will be negotiated on a case-by-case basis. The additional categories, rates and descriptions proposed, upon determination by the Government that they are fair and reasonable, will be incorporated by modification to the Base Contract and incorporated in Section J, Fixed Labor Rates Tables, as appropriate.

B.8 Fixed Labor Rates Tables.

The **Fixed Labor Rates Tables in Section J** provide labor category descriptions, fixed hourly rates for performance of the requirements as specified in individual task orders. Fully loaded hourly rates are included for each labor category at both the Contractor site and Government site(s). These fully-loaded hourly rates are the ceiling rates representing the maximum rates allowable for prime Contractors and for any subcontractor that is not listed in the Fixed Labor Rates Tables. For subcontractors that are listed in the tables, the maximum ceiling rate shall be the rate shown in the table for that particular subcontractor. The years cited represent contract years. Only Government-required labor categories are included in these tables. The Contractor may propose labor rate discounts in the task orders.

(End of Section B)

SECTION C - STATEMENT OF WORK

C.1 STATEMENT OF WORK

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1.0 GENERAL

1.1 Background

On 21 August 1963, a Presidential Memorandum established the National Communications System (NCS) to provide essential communications for the Federal Government under all conditions. Since the President's April 1984 signing of Executive Order (E.O.) 12472, "Assignment of National Security and Emergency Preparedness [NS/EP] Telecommunications Functions," the mission of the NCS has been to assist the President and the Executive Office of the President in the execution of NS/EP communications functions, including coordinating, planning, and provisioning NS/EP communications for the Federal Government under all circumstances, including crisis or emergency, attack and recovery, and reconstitution.

When the NCS, a consortium of twenty-four Federal departments and agencies, transitioned into the Department of Homeland Security (DHS) soon after its creation in 2003, the mission expanded beyond the historical NS/EP telecommunications mission to include supporting the protection and risk mitigation of all of the Nation's critical infrastructures. Currently, the Office of the Manager, National Communications System (OMNCS) is responsible for:

- Overseeing the development of a national communications structure that:
 - Is responsive to the NS/EP needs of the President and the Federal departments, agencies and other entities;
 - Satisfies priority communications requirements under all circumstances; and
 - Incorporates the necessary combination of hardiness, redundancy, mobility, connectivity, interoperability, restorability, and security to ensure survivability.
- Ensuring the provision of an industry-Government coordinating center which is capable of assisting in the initiation, coordination, restoration and reconstitution of NS/EP communications services or facilities under all conditions of crisis and emergency.
- Overseeing efforts with the private sector to reduce vulnerabilities and minimize the severity of cyber attacks and develop recommendations for communications architectures to meet current and future NS/EP communications requirements.
- Overseeing the development of procedures for the management, allocation, and use of federally-owned or leased communications assets under all conditions of crisis or emergency.
- Coordinating with the intelligence and law enforcement communities to identify and reduce threats to the communications infrastructure.
- Providing technical and analytical expertise and staff support to the National Security Telecommunications Advisory Committee (NSTAC) responsible under E.O. 12382 to provide information and advice to the President.
- Overseeing the conduct of technical and analytical studies and coordinating and reviewing research and development efforts to support work in the communications and cyber security arenas.
- Ensuring the conduct of test and exercise programs in the communications and cyber security area to evaluate the robustness of incident management and recovery plans and programs.

1.2 Organizational Entities Supporting the National Communication's (NCS) Matopma; Security/Emergency Preparedness (NS/EP) Mission

A number of organizational entities within the DHS' Office of Cybersecurity and Communications (CS&C) share program responsibilities for supporting the NCS's NS/EP mission. Among those organizations, the Office of the Deputy Manager, NCS is responsible for the planning for and provisioning of NS/EP communications for the Federal Government. This office supports the NCS Director to develop and implement policies and procedures designed to secure and enhance the resiliency and restorability of the Nation's critical communication infrastructures, networks, and systems against all hazards and threats.

The Technology and Programs Division within the NCS develops programs, technical studies, modeling capabilities/analyses, and standards that promote the reliability, security, interoperability, and priority treatment of NS/EP communications. Division objectives stress incorporating advanced, cost-effective technology into NS/EP communications programs and evaluating emerging technologies to alleviate impediments to interoperability. The NCS brings this information to industry and international standards organization meetings to ensure organizations incorporate NS/EP requirements into any recommendations.

The Critical Infrastructure Protection Division through its unique industry-Government partnerships ensures the availability of critical NS/EP communications services across the full spectrum of emergencies. Emergencies include, but are not limited to, conventional and terrorist attacks against the United States, natural and man-made disasters and other crises. Within this division, there are four branches: the Contingency Planning Branch, which focuses its efforts on developing and implementing emergency response doctrines and operational plans; the Operations Branch, which is responsible for coordinating and managing emergency response, operations and information sharing activities among the communications industry, Government and International partners; the Operational Analysis Branch, which is responsible for providing near real-time analytical assessments of the communications infrastructure; and the Training and Exercise Branch, which is responsible for ensuring a cadre of fully knowledgeable and skilled emergency response personnel. This division also provides the primary support to the National Coordinating Center for Telecommunications.

The Plans and Resources Division provides centralized management and oversight to the OMNCS for acquisition matters, financial matters, strategic and performance management planning activities, manpower allocations, and other human capital related matters. The Plans and Resources Division exercises authority and ensures accountability over all resources allocated to NCS programs. The division serves as the interface with the DHS directorates on financial and acquisition matters; DHS Planning, Programming, and Budgeting Execution System documentation and execution; and acquisition management. The division conducts analyses and makes recommendations to the OMNCS on the optimal use of NCS resources to support mission requirements consistent with statutory and policy constraints.

The Customer Service Division provides support to various Government programs, such as the NCS Committee of Principals and Council of Representatives, the NSTAC, and the NSTAC's Industry Executive Subcommittee. This division also supports both national and international collaboration and outreach to raise awareness of the NSTAC across industry, the Federal Government, and academic and research communities. The Customer Service Division supports the NCS Issuance System, which is comprised of documents that establish, implement, guide,

describe, or explain the NCS' organizational responsibilities, authorities, policies, and procedures. It includes directives, circulars, manuals, handbooks, notices, and OMNCS office orders. Directives, circulars, and manuals are binding on all NCS member organizations, as well as any other affected Federal entity. Inquiries from national media outlets concerning NCS emergency preparedness programs and their role are also answered by this division, with additional information publicly available on the NCS website as fact sheets, reports, brochures and various other publications.

In addition to the above-referenced divisions, other organizational entities within DHS-CS&C may be formed or assigned responsibilities for supporting the NCS's NS/EP mission. Any of these organizational entities may constitute requiring activities for NS/EP SETA services to the extent that such services are consistent with this statement of work.

1.3 Scope

This statement of work comprises three major categories of services: 1) operations support; 2) NS/EP communications support; and 3) Government and industry interface support, as well as the stand-up of other offices within the DHS Cyber Security and Communications Directorate. This effort ensures continued support for the provision and restoration of adequate NS/EP communications for the Federal Government under all conditions. Support encompasses all areas of communications sustaining NCS NS/EP programs, including architectures, networking, emergency communications, national policy, operations, restoration protocols, industry and Government guidelines, and pursuing new technical initiatives. The Contractor shall furnish personnel, management, conference support, and all other resources necessary for the required SETA support.

1.4 Objective

The objective of this effort is to delineate the NS/EP technical and programmatic support requirements for multiple award indefinite delivery indefinite quantity (ID/IQ) contracts. The resulting task orders placed under this contract will cover a broad range of contract types. They will support NCS NS/EP efforts to increase the survivability, reliability, and viability of the Nation's communications resources.

2.0 REFERENCES

Specific referenced documents are cited in the NS/EP SETA contract, and others will be cited in each task order for which they are applicable.

Copies of NCS documents and E.O.s related to NCS activities may be obtained from:

<http://www.ncs.gov>

Copies of DHS documents may be obtained from:

<http://www.dhs.gov>

3.0 TASK AREAS

The Contractor shall furnish SETA support through task orders issued to perform the following general tasks to support the NCS NS/EP mission:

3.1 OPERATIONS SUPPORT

3.1.1 Program Management Support

- 3.1.1.1 The Contractor shall determine the project organization and overall support to accomplish the work, how the technical management will be performed, how resources will be managed, and what mechanisms will be used for cost and schedule control.
- 3.1.1.2 The Contractor shall designate a single program manager who is responsible for the cost, schedule, and technical performance under the contract and who will serve as the Contractor's single point-of-contact with the program office for both management and technical matters. Additionally, the Contractor shall support the planning, direction, coordination, and control necessary to accomplish all work requirements contained in this statement of work and individual task orders.
- 3.1.1.3 As part of the review requirement under this contract, a maximum of seven (7) program reviews will be conducted annually - up to five (5) reviews at the division level and two (2) reviews at the deputy manager level will be supported. The Contractor shall hold the reviews at the Contractor's facility or at a location within the Washington, D.C. area designated by the Government. The Contractor shall coordinate the review agenda and dates with the contracting officer's technical representative (COTR) prior to each status review. The reviews shall include briefings by Contractor personnel and provide the information set forth by the COTR.
- 3.1.1.4 The Contractor shall support program management planning for NCS NS/EP requirements, as well as develop the course of actions and schedules necessary to carry out tasks after contract award and as necessary throughout the life of the contract. This planning shall include risk management practices detailing risk mitigation and mechanisms for controlling resources and schedules. In addition, the Contractor shall include mechanisms for reporting to the Government that provide the level of visibility necessary for continuous program management. The Contractor shall expand, revise, update, and maintain program management planning factors required by the Government to reflect current program status and plans. As specified in individual task orders, the Contractor may be required to deliver program management plans or task management plans, to include a work breakdown structure (WBS).
- 3.1.1.5 The Contractor shall provide database administration support to include backup of all data, maintaining a database (e.g., Microsoft Access), ensuring integrity of data entered into a database, validating data entry, performing analysis and generating reports from the available data.
- 3.1.1.6 The Contractor shall provide support in the preparation of acquisition documentation such as market research, acquisition planning, various justifications and determinations and findings, among others to support the NS/EP mission. The Contractor shall provide support for long range acquisition and budget projections. The Contractor shall provide

support toward managing information collection from various NCS customers and proposed technical solutions, and provide administrative and acquisition support services.

- 3.1.1.7 The Contractor shall provide support for the creation, maintenance, and revision of NS/EP documentation that provides technical and policy guidance; operational policies and procedures; organizational capabilities, missions and regulations; coordination and interface with representatives at international, Federal, regional, state, local and tribal levels, and with professional associations and organizations. In accordance with the Federal Acquisition Regulation (FAR) 7.503 (c)(5), the Contractor is not authorized to make a determination of agency policy, such as determining the content and application of regulations, among other things.
- 3.1.1.8 The Contractor shall provide assistance in monitoring and evaluating the NS/EP SETA program activities. The Contractor shall prepare reports for the Government which document the technical and financial program status on a monthly basis. The Contractor shall include a list of Contractor staff that worked on each project during the reporting period and the estimated man-hours expended down to the WBS level. In coordination with the COTR, the Contractor shall provide signed Non-Disclosure Agreements for all personnel supporting the contract.

3.1.2 Planning Support

- 3.1.2.1 The Contractor shall provide strategic planning and business analysis support for functions across the Government, including: identification, review, and assessment of technical/organizational requirements needed to achieve mission goals; review of NS/EP communications technical/management issues as they relate to large scale and sensitive communications requirements and considerations; review and implementation of new policy directives, legislation and budgetary requirements from governing bodies or senior officials; and enhancements to strategic and tactical relationships with selected communications vendors, carriers and Federal services providers for products/services related to disaster response. The Contractor shall provide support to the development and implementation of NCS NS/EP strategic and operational plans and programs, including concept development. In accordance with FAR 7.503 (c)(6), the Contractor is not authorized to make a determination of Federal program priorities for budget requests.
- 3.1.2.2 The Contractor shall provide planning assistance and technical analysis support for various NCS NS/EP working groups, committees, sub-committees, partnerships and international bilateral or multilateral meetings. This effort may include providing meeting agenda packages, preparing briefing materials, preparing materials for book binding, attending the meetings, tracking tasks, providing meeting summaries and end items, preparing issue or analysis papers, and developing and coordinating reports. Should the Contractor be required to provide conference facilities, then the Contractor shall make available, or arrange for, conference facilities available to accommodate a variety of meetings sponsored by the NCS within the Washington, D.C. metropolitan area. The Contractor shall process an auditorium capable of seating at least one hundred and fifty (150) attendees for the purpose of sponsoring NCS conferences or meetings within the Washington, D.C. metropolitan area. The conference rooms and auditorium must have state of the art projection and sound systems, to include the capability to electronically project briefings and other audio/visual presentations, as well as computer hardware available within the conference room. The conference facilities must be

capable of holding classified meetings up to the top secret level and shall include cleared computer hardware. The Contractor shall provide support in such committee and working group meeting logistics (e.g., escorting visitors, preparing and displaying appropriate signage, preparing and operating projection equipment and associated hardware, coordinating security clearances, identifying hotel and transportation accommodations, and other logistics support services) that may be necessary.

3.1.2.3 The Contractor shall provide, maintain and administer an approved automated system to manage support activities for NCS-sponsored industry and Government forums. The system should store and track member information, meeting/event activities and action items. The system should maintain current and accurate information on members and their associated group assignments within the NCS community, ensure adequate protection against disclosure to unauthorized individuals, facilitate quick lookup and retrieval of information, and facilitate creation and retrieval of pre-formatted reports, tables and lists.

3.1.2.4 The Contractor shall provide planning support, which may include:

- a. Reviewing and analyzing NS/EP communications requirements at national, regional, state, local and tribal levels;
- b. Providing technical support for NS/EP communications architecture efforts;
- c. Developing and maintaining operational concepts, organizational structures, operations plans and standard operating procedures for the NCS, and the National Response Framework (NRF) Communications Annex, Emergency Support Function No. 2 (ESF#2) response elements at the national, regional, state, local and tribal levels;
- d. Participating in seminars, working groups and exercises at the national, regional, state, local and tribal levels to validate existing plans and or gain input for "to-be-written" plans;
- e. Developing and maintaining the NCS Continuity of Operations (COOP) Plan and other operations planning documentation;
- f. Providing technical assistance in planning, conducting, and follow-up on NCS support to and participation in interagency advisory groups and associated working groups; and
- g. Providing technical assistance for communications and pre-disaster planning, coordination, and implementation with other Federal agencies.

3.1.3 Training and Exercise Support

3.1.3.1 The Contractor shall assist in developing courses of instruction and providing NS/EP training and exercise support which may include, development of training objectives; content, event administration, scheduling and logistics; record-keeping; data collection; pre-event, on-going, and post-event support documentation and presentation materials, including lessons learned; personnel management; and seminar support for sponsored communications management exercises conducted at international, national, and regional levels. The Contractor shall provide general training, as well as support to industry and Government organizations with familiarization and proficiency training on the operating procedures and capabilities of analysis tools and emergency response support systems.

- 3.1.3.2 The Contractor shall provide support to the Government for NS/EP exercises that can range from policy-based tabletop to full scale exercises with both public and private sectors. The objective of the policy-based NS/EP tabletop exercises is to identify policy and process issues that facilitate or hinder operations under a variety of authorities or scenarios. The objective of the full-scale NS/EP exercises is to incorporate network simulation to test command and control procedures, response mechanisms, and cross-sector coordination.
- 3.1.3.3 The Contractor shall provide NS/EP exercise program support to the Government, which may include:
- a. Collaborating with exercise organizations across Federal and State Governments, and private sector coordination councils and associations to coordinate a fabric of exercises that prepare the entire community for cohesive incident response;
 - b. Identifying the training objectives of key constituencies and response organizations, critical operational requirements within the response community and assure that gaps in exercise support are filled by targeted and productive exercises;
 - c. Providing subject matter experts for test and exercise response cells to provide ground truth responses during full-scale and table top exercises; and
 - d. Providing support to the planning, coordination and execution of exercises.

3.1.4 Emergency Operations Support

- 3.1.4.1 The Contractor shall provide technical, policy, administrative and operational support in coordinating combined industry/Government efforts with respect to NS/EP communications support for Federal, regional, state, local, tribal and private sector response elements for emergencies delineated under the NRF. The ESF#2 provides a general concept of operations and set of responsibilities for the NCS and the supporting NCS member departments and agencies. The Contractor shall assist in contingency planning by documenting and implementing specific actions and activities needed to ensure NS/EP communication services are restored during an emergency event and that national communications assets and resources are fully planned for and utilized in support of both the NRF ESF#2 and the National Plan for Telecommunications Support in Non-Wartime Emergencies.
- 3.1.4.2 The Contractor shall provide support to the Government in investigating, analyzing, and documenting NS/EP-related communications emergencies; and developing communications emergency analysis reports and associated post-emergency after-action reports. These reports will include an assessment of the emergency's impact on national and regional communications facilities and operations, actions required and taken to respond to the emergency, lessons learned, and recommended actions to reduce the impact of future emergencies.
- 3.1.4.3 During NS/EP-related emergency response incidents, the Contractor shall provide support, for leasing or buying communications-related equipment and services on behalf of the Federal Government. The Contractor shall provide required installation, integration and operational support to enable critical emergency response communications services to become operable.

- 3.1.4.4 The Contractor shall be prepared to support extended all-hazard emergency response events, which may be held in different Federal Regions in the continental United States. This includes supporting the NCS in developing and implementing a method of ensuring the availability of quick response support to meet operational requirements unique to an emergency response. For this effort, the Contractor shall provide support to special operational requirements as characterized by:
- a. Support of 24x7 operations;
 - b. Support to the DHS/NCS response staff at the NCS/National Coordinating Center (NCC) or at deployed locations;
 - c. On-call or deployment of properly qualified, trained, and cleared quick response Contractor staff with expertise in the operations and analysis of the communications infrastructure and administrative support functions required to support an emergency operations center; and
 - d. Use of Contractor facilities and assets to support activities in support of DHS/NCS emergency operations.

3.2 NS/EP COMMUNICATIONS SUPPORT

3.2.1 Priority Communications Support

- 3.2.1.1 The Contractor shall provide support to the Government in its efforts to facilitate, coordinate, develop, and implement communications priority services that are cost-effective and timely for NS/EP users, including NS/EP communications provisioning and restoration actions. Some examples of communications priority services include Telecommunications Service Priority (TSP); NS/EP Priority Telecommunications Service (PTS) including Wireless Priority Service (WPS), Government Emergency Telecommunications Service (GETS), Special Routing Arrangement Service (SRAS), and NS/EP Next Generation Networks (NGN); and other communications services in the wireless (including network cards), wireline and satellite environments. The Contractor shall provide technical and administrative support to maintaining legacy priority telecommunications services and to transitioning priority communications functions, features and services from circuit-based to packet-based networks.
- 3.2.1.2 The Contractor shall assist the Government in consolidating the various communications architectures into an NS/EP architecture that supports existing and evolving NS/EP services (e.g., GETS, WPS, and SRAS). The Contractor shall also assist the NCS in developing reviews based upon the applicable NGN architectures, including support for future NS/EP services and applications. The Contractor shall provide support to the development of NS/EP NGN user requirements, strategies and capabilities, as well as conducting studies and analyses for broadband data priority services (e.g., priority video conferencing, priority Internet, and priority e-mail).
- 3.2.1.3 The Contractor shall provide support to the PTS programs through account administration, cost evaluation, operational planning, operational testing and maintenance, determination of applicant eligibility, subscription support, service center

support, contingency operations exercise and execution, data management, account verification, outreach activities and website support. The Contractor shall provide support to the development, improvement, implementation and maintenance of the NS/EP PTS.

3.2.1.4 The Contractor shall provide support to engineering, analysis, coordination, requirements development, verification testing, and review capabilities when applying its technical expertise in areas related to NS/EP communications. These technical areas include, but are not limited to: the Public Switched Network and wireless network standards; technology and engineering practices used by inter-exchange carriers, local exchange carriers, competitive local exchange carriers, Commercial Mobile Radio Service, Multiple Systems Operators, switch vendors, communications equipment vendors, wireless and broadband providers, and land mobile radio and satellite communications providers.

3.2.2 NS/EP Communications Modeling and Analysis Support

3.2.2.1 The Contractor shall perform computer-based analyses of the configuration, characteristics, and performance of various NS/EP communications networks. This will include developing or enhancing capabilities, tools and databases, collecting and assessing performance measurement data, appropriating communications infrastructure data from various communications carriers, and conducting studies. In conducting such studies, the Government will define the problem to be studied. The Contractor shall identify and define alternatives that could provide a solution to the problem; analyze feasibility, suitability, and economic desirability of each alternative; and formulate a recommendation.

3.2.2.2 The Contractor shall provide support for time-sensitive communication analyses and studies to directly support operational needs during emergency events; keep senior leadership, both within industry and the Federal Government, apprised of potential vulnerabilities; and assist in the development of models and analyses of communications capabilities and services. This includes consideration of all types of communications, including voice, data, data messaging, video, and video messaging services.

3.2.3 Critical Infrastructure Protection Support

3.2.3.1 The Contractor shall provide support to the Government through investigation of interoperability assessments of critical infrastructures. The Contractor shall provide support to the Critical Infrastructure Protection (CIP) efforts to facilitate interaction and collaboration between public and private stakeholders by identifying, prioritizing, and supporting the protection of key communication and cyber assets. Additionally, the Contractor shall provide support to the assessment of potential consequences of disruptive and destructive threats and vulnerabilities, and calls for understanding infrastructure interdependencies to improve the physical security of communication and cyber systems, including electronic intrusion threats. The Contractor shall provide support to the Government to conduct analyses of existing cyber and NS/EP communications laws and regulations; educate the intelligence community to the nature and consequences of communication and cyber interdependencies and define CIP cyber

intelligence requirements; assist in the development and evaluation of strategies, policies, and guidelines; and perform CIP and NS/EP communications analyses related to cyber security.

3.2.3.2 The Contractor shall provide support and expertise for comprehensive, quick turnaround analytical assessments regarding the health and welfare of the nation's critical infrastructures. The Contractor shall provide technical support to the NCS to keep senior leadership, both within industry and the Federal Government, apprised of potential vulnerabilities to the communications infrastructure and NS/EP communication services.

3.2.4 Emerging Technologies Analysis Support

3.2.4.1 The Contractor shall provide support to the Government in investigating technologically advanced solutions and to meet the changing NS/EP communications requirements of the Nation. In addition, the Contractor shall provide support to the NCS in its efforts to continually monitor the communications environment and develop procedures for integrating new technologies into its plans for supporting NS/EP communications. The Contractor's analyses may include, but is not limited to, strengths, weaknesses, opportunities and threats (SWOT) analysis; concerns and implications analysis; capabilities and vulnerabilities analysis; integration and implementation analysis; and cost, risk and impact analysis. The areas to be analyzed may include technology security; advanced authentication techniques; network evolution and interconnection; critical infrastructure protection; testing, measurement and evaluation; emergency response capabilities; enhanced operations; possibility of communications capacity overload; and other technology related to NS/EP communications.

3.2.4.2 The Contractor shall provide technical and administrative support of enhanced operational capability technologies and to incorporate new technologies into Government operations to improve efficiencies for both routine and emergency operations. The Contractor shall investigate products and technologies that have potential for providing substantial performance improvements and cost savings to the NCS. Possible areas to be investigated include computer hardware; system, support, and application software; database technologies; and communications (wireless, wireline, satellite, etc.) technologies. The Government may request that the Contractor investigate multiple products and technologies at the same time, where the combination may result in improved results and cost savings. The Contractor shall recommend products and technology candidates for investigation.

3.2.4.3 The Contractor shall draft evaluation plans for each product or technology to be investigated. The plan shall provide evaluation objectives, evaluation criteria, test resource requirements, testing procedures, and an evaluation schedule. The objectives and criteria that are established in the evaluation plan shall provide the basis for assuring that within acceptable risks the new product or technology being evaluated will support NCS requirements. Upon review and approval of the evaluation plan by the Government, the Contractor shall conduct the evaluation. The Contractor shall provide an analysis of the results in terms of the effect of the product or technology on performance, schedule, risk factors and cost. The Contractor shall identify the area(s) where established goals or objectives have not been demonstrated within acceptable risks and specify the extent

improvements are required in order for the system to satisfy the established goals and objectives within acceptable risk. The Contractor shall identify performance, risk or cost impacts on existing hardware, communications, software, and databases; maintenance, reliability, and portability; documentation; and support requirements. A recommendation on when the technology should be included into the NCS program is required. The Contractor shall also identify and investigate interfacing and transition issues, and deviations from the NCS requirements.

3.3 GOVERNMENT AND INDUSTRY INTERFACE SUPPORT

3.3.1 Inter- and Intra-Governmental Support

- 3.3.1.1 The Contractor shall provide support to inter-Governmental and intra-Governmental forums which are established to consider and resolve a wide variety of NS/EP and CIP communications-related issues. The Contractor shall provide support to these organizations in the form of technical and informational briefings requiring action from forum members.
- 3.3.1.2 The Contractor shall provide technical and administrative assistance and support to subordinate groups. The Contractor shall also provide support towards investigating initiatives that address a specific area, and shall develop recommendations for action or assist in the establishment of national policies (e.g., NS/EP communications). The Contractor shall also provide technical and administrative support to the inter-Governmental and intra-Governmental forums when an ad-hoc technical and planning subcommittee has been formed to address a particular issue.
- 3.3.1.3 The Contractor shall support outreach initiatives for those NCS communications programs available to Federal, regional, state, local, and tribal Governments, industry, and non-Governmental organization (NGO) personnel to perform their NS/EP missions. The Contractor shall support the NCS in the development, dissemination and implementation of outreach plans and materials designed to reach the widest community of potential communications services customers.
- 3.3.1.4 The Contractor shall provide support in the preparation and revision of NCS issuance documents (e.g., Federal guidance documents, fact sheets, bulletins, technical notes, brochures, books, guidelines and reports). The Contractor shall provide support in the preparation and revision of system processes and status briefings, and appropriate governing, authorizing, or guidance documents. This includes technical and administrative support in the development and publication of NCS external affairs documents, which provide information to the NCS member departments and agencies, the Federal Government, the communications industry and the public about past, on-going, and future NS/EP communications issues.

3.3.2 Industry Interface Support

- 3.3.2.1 The Contractor shall provide technical, administrative and logistical support to Presidential advisory committees and groups (e.g., NSTAC or Network Security Information Exchange [NSIE]), formal meetings, conference calls, industry

subcommittees, and related subordinate taskforces and working groups that meet to discuss and provide advice and expertise on issues and problems related to implementation of NS/EP communications policies. The Contractor shall also provide technical and administrative support to advisory committees for ad-hoc technical and planning subcommittees. The Contractor shall attend conferences, meetings and symposia, to increase industry and Government awareness of NS/EP technologies and programs.

- 3.3.2.2 The Contractor shall identify and analyze trends within the communication industry based on an analysis of the industry's technological, economic, legal, and regulatory environment; and prepare an industry trend analysis for presentation.
- 3.3.2.3 The Contractor shall provide support by performing analyses, investigating technologies, and supporting the preparation of guideline recommendations for NS/EP communications and related information systems. The Contractor shall provide support in preparing briefs for discussion concerning the consensus of proposed guidelines. The Contractor shall provide technical assistance to the Government in its effort to participate in and guide the development and adoption of communications guidelines and support guideline-making bodies, both nationally and internationally.

3.3.3 Other Support

- 3.3.3.1 Per the Homeland Security Acquisition Manual (HSAM) 3008.802(b), the Contractor shall coordinate with the DHS Chief, Administrative Services for printing. Approval must be obtained prior to acquiring in any manner any of the supplies or services delineated in the FAR 48 CFR Part 8.802(b) with the Government Printing Office (GPO) for bulk printed materials, to include but not be limited to, conference materials and external communication and outreach materials. The Contractor shall provide a completed GPO Form 952 (<http://www.gpo.gov/forms/pdfs/952.pdf>) for printing of the final version of documents, and shall also interface as necessary with GPO during the publication process.
- 3.3.3.2 The Contractor will be required to support the effective transition of task support to a new Contractor or to the Government, if necessary. The Contractor shall participate in transition meetings with the program manager and project staff and representatives of the successor Contractor. The Contractor shall develop a plan that will incorporate an inventory of all services, tasks, and materials, as well as a schedule of briefings and related activities that will be required to fully transition performance to a follow-on Contractor. The plan shall be delivered within thirty (30) days of request by the Government. The Contractor shall plan for a thirty (30)-day transition period.

4.0 PLACE OF PERFORMANCE

Work will be primarily performed at either the Contractor's facility or NCS, located in Arlington, Virginia. During periods of emergency response operations, work may be conducted on site at the NCS in Arlington, Virginia or at alternate NCS locations.

5.0 TRAVEL

All costs associated with local travel within a fifty (50) mile radius of the Contractor’ normal place of performance commuting area are not reimbursable. Frequent local travel between the Contractor’s facilities and NCS is anticipated.

Costs associated with long distance travel will be made in accordance with the Federal Travel Regulation and the FAR Subpart 31.205-46. All long distance travel shall be pre-approved by the COTR. A written request sent to both the contracting officer (CO) and the COTR shall be submitted well in advance of any anticipated travel in order to allow sufficient time for notification and approval. The following information shall be provided in the request:

- a) Name of the individual(s) who will be traveling;
- b) Inclusive dates and location(s) of proposed travel;
- c) Purpose of trip and program being supported; and
- d) Cost breakdown.

6.0 PERIOD OF PERFORMANCE

The base period of performance will be one (1) year from the date of award. This effort includes four (4) one-year option periods which may be unilaterally exercised by the Government with preliminary notification provided to the Contractor.

7.0 DELIVERABLES

Services performed under this effort will require scientific, research, management, and technical reports and other deliverables. Deliverables required will be specified in the individual task orders.

The references, identified in the table below, may be used over the life of the contract and applied to various reporting requirements. Other deliverables will be identified within individual task orders.

TITLE	REFERENCE
Technical Data	TBD
Training Plan	TBD
Scheduling Letter for Technical Publications	TBD
Monthly Status Report: Contractor’s Progress, Status, and Management Report:	TBD
Operating Instructions	TBD
Disaster Preparedness Exercise Evaluation Report	TBD
Configuration Management Plan	TBD
Management Plan	TBD
Program Plan	TBD
Other Reports	TBD
Revisions to Existing Government Documents	TBD
Conference Agenda	TBD
Conference Minutes	TBD
Briefings	TBD

TITLE	REFERENCE
Test and Evaluation Program Plan	TBD
Presentation Materials	TBD
Transition Plan	TBD

(End of Section C)

SECTION D - PACKAGING AND MARKING

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

Unless otherwise specified, all items to be delivered under this 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 contract shall be at the Contractor's expense. The Contractor shall supervise the packing of all acquired equipment furnished by the Contractor and shall supervise the unpacking of equipment to be installed.

D.2 Markings.

All supplies or equipment, submitted to the Contracting Officer's Technical Representative (COTR), shall be accompanied by a packing list or other suitable shipping document that shall clearly indicate the following:

- a) Contract number;
- b) Task order number;
- c) Name and address of the consignor;
- d) Name and address of the consignee;
- e) Government bill of lading number covering the shipment (if any); and
- f) 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 task orders.

(End of Section D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 Clauses Incorporated by Reference.

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FAR Clause No.	Title and Date
52.246-4	Inspection of Services – Fixed Price (AUG 1996)
52.246-5	Inspection of Services – Cost Reimbursement (APR 1984)
52.246-6	Inspection of Services – Time and Material or Labor-Hour (May 2001)

E.2 Inspection and Acceptance.

- a) Inspection and acceptance of all work and services performed under each task order will be in accordance with the FAR clauses incorporated herein.
- b) Final acceptance of all deliverables and or services performed as specified under each task order will be made in writing, at destination by the COTR or as described in individual task orders.

E.3 Scope of Inspection.

- a) All deliverables will be inspected for content, completeness, and accuracy and conformance to task order requirements by the COTR, or as described in individual task orders. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the task order. The scope and nature of this testing must be negotiated prior to task order award and will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.
- b) The Government requires a period not to exceed thirty (30) calendar days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the task order.

E.4 Basis of Acceptance.

- a) The basis for acceptance shall be compliance with the requirements set forth in the statement of work, the task order, and other terms and conditions of this contract. Deliverable items rejected under any resulting task order shall be corrected in accordance with the applicable task order terms and conditions.
- b) Commercial and non-developmental hardware items, software items, pre-packaged solutions, and maintenance and support solutions will be accepted within thirty (30) calendar days of delivery when performance is in accordance with delivery requirements.

- c) Custom services and cost reimbursement items such as travel and other direct costs (ODCs) will be accepted upon receipt of proper documentation as specified in the order. If custom services are provided as part of a FFP task order, acceptance will be as specified for the milestone with which they are associated. If custom services are for software development, the final acceptance of the software program will occur when all discrepancies, errors or other deficiencies identified in writing by the Government have been resolved, either through documentation updates, program correction, or other mutually agreeable methods.
- d) Reports, documents and other deliverables will be accepted when all discrepancies, errors or deficiencies identified in writing by the Government have been corrected.
- e) Products or services that are non-conforming to contract or task order requirements will be rejected. Unless otherwise agreed by the parties, deficiencies will be corrected within thirty (30) calendar days of the rejection notice. If the deficiencies cannot be corrected within thirty (30) days, the Contractor will immediately notify the COTR of the reason for the delay and provide a proposed corrective action plan within ten (10) working days.

E.5 Review of Deliverables.

The Government will provide written acceptance, comments and/or change requests, if any, within fifteen (15) business days from receipt by the Government of the initial deliverable.

Upon receipt of the Government comments, the Contractor shall have fifteen (15) business days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

The Government shall provide written notification of acceptance or rejection of all final deliverables within thirty (30) calendar days. If written acceptance, comments and/or change requests are not issued by the Government within thirty (30) calendar days of submission, the Contractor shall contact the COTR and CO for resolution and determination of the final deliverable product review. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

(End of Section E)

SECTION F - DELIVERIES OR PERFORMANCE

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

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text can be accessed electronically at these internet addresses: <http://www.arnet.gov>.

FAR Clause No.	Title and Date
52.242-15	Stop-Work Order (AUG 1989) and ALT I (APR 1984)
52.242-17	Government Delay of Work (APR 1984)

F.2 Task Order Period of Performance and Pricing.

Task orders may be issued during the base period and/or option periods. Task order shall be priced using the rates established in this contract, plus any additional discounts being offered.

For task orders that the CO allows to extend beyond the expiration date of the contract, the final contract year's pricing shall be used.

F.3 Option to Extend Ordering Period.

The Government may require extension of the final ordering period of the contract within the limits and at the rates specified in the contract. If these rates are labor rates, they may be adjusted only as a result of revisions to prevailing labor rates provided by the U. S. Department of Labor.

The option may be exercised more than once, but the total extension of the period of performance hereunder shall not extend six (6) months. The CO may exercise this option by written notice to the Contractor within thirty (30) days prior to the expiration date.

The option to extend may be exercised only if sufficient funds for the extension period are available under the maximum ordering limitation of the contract. All task orders issued during the extension period must be accommodated within the maximum ordering limitation.

F.4 Place of Performance.

The place of performance shall be set forth in individual task orders.

F.5 Delay Notices to the Government.

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the CO and the COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that 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.

F.6 Deliverables.

- a) All applicable deliverables, their required delivery dates, and destination of delivery will be specified in each task order issued under this contract. The schedule for completion of work to be performed under this contract will be delineated in each task order issued under this contract, as applicable.
- b) For purposes of delivery, all deliverables shall be made by close of business (COB) 5:00 P.M. local time (Washington DC) at destination on the date due.
- c) All deliverables submitted in electronic format shall be free of any known computer viruses or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.
- d) Each contract-level and task order-level deliverable shall be accompanied by a cover letter from the Contractor on company letterhead. Multiple deliverables may be delivered with a single cover letter describing the contents of the complete package.
- e) In the event the Contractor anticipates difficulty in complying with any contract-level delivery schedule, the Contractor shall, ten business days prior, provide written notice to the CO and the COTR. For any task order level deliverable, the Contractor shall provide written notification immediately to the CO and COTR or task monitor. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery; provided, that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

F.7 Status Reports.

The Contractor shall provide a contract-level monthly task order status report to the CO and the COTR. The sample format is attached in Section J.3. The report is due by the 15th calendar day of each month with a copy to the CO and the COTR.

The Government requires status reports for all task orders. The type of status report may vary by the type of task order issued. The status report recipients, content, and due dates will be identified in the individual task order. The task order status report shall be at the task order level unless a lower Work Breakdown Structure (WBS) level of reporting is explicitly required and stated in the individual task order.

(End of Section F)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Government and Contractor Points of Contact.

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

a) Government Points of Contact.

The CO, within the DHS Office of Procurement Operations, has the overall responsibility for the administration of this contract. The CO, without right of delegation, is the only authorized individual to take actions on behalf of the Government to modify the contract or task order. The CO may delegate certain specific technical and administrative responsibilities to the COTR.

Contracting Officer (CO):

Name: Robert M. Degnan
 Address: Department of Homeland Security
 245 Murray Drive, Bldg 410
 Washington, D.C. 20526
 Phone: [REDACTED]
 E-mail: [REDACTED] (b)(6)

Contract Level Contracting Officer's Technical Representative (COTR):

Name: Mark Deem
 Address: Department of Homeland Security
 245 Murray Drive, Bldg 410
 Washington, D.C. 20526
 Phone: [REDACTED]
 E-mail: [REDACTED] (b)(6)

Task Order COTRs:

Will be identified in each task order.

b) Contractor's Program Manager.

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

Name: [REDACTED] (b)(6) Program Manager
 Address: TBD
 Phone: TBD
 E-mail: TBD

G.2 Preparation of Invoices.

1. General.

a) ALL INVOICES

To ensure timely processing of payment, electronic submission of invoices shall be forwarded to the following Finance email address with copies to appropriate Contracting Officer (CO) and Task Order Contracting Officer's Technical Representative (COTR):

To Finance: NPPDVendorInvoices@dhs.gov

Copy to CO (b)(6) unless otherwise specified on task order)

Copy to COTR: Email address of Task Order COTR (as defined per task order)

b) COST REIMBURSABLE/ TIME AND MATERIALS/ LABOR HOUR TASK ORDER INVOICES

1. SF-1034, Public Voucher for Purchases and Services Other Than Personal, shall be prepared and submitted for payments under cost reimbursable, time and materials and labor hour task orders, unless otherwise specified.

2. In addition to invoice submissions cited in "a)" above, for cost reimbursable, time and materials or labor hour task orders, a copy of each invoice shall be forwarded electronically to the cognizant Defense Contract Audit Agency (DCAA) office for administrative review and provisional approval.

c) All vouchers submitted to the Government, at a minimum, shall include:

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

2. Invoicing Instructions.

a) Labor Hour and T&M vouchers and required supporting documentation shall be submitted pursuant to FAR Clause 52.232-7, Payments under Time-and-Materials and Labor Hour Contracts.

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

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

4. The cumulative cost and fee billed for the task order to date.

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

c) For Labor Hour and T&M and cost reimbursement funding documents/orders, supporting documentation shall be provided (receipts) for all travel and other cost reimbursable ODCs being billed during the billing period. For Cost Reimbursement, Labor Hour, and T&M funding documents/orders, supporting documentation shall be provided identifying the purpose and itinerary of all travel and other cost reimbursable ODCs being billed during the current billing period.

d) For FFP task orders with performance-based payments, requests for payment shall be submitted upon achievement of the billing milestones identified in the task order.

e) A completion voucher will be submitted for each funding document/order in accordance with FAR Clause 52.216-7.

f) Pre-approval from the COTR shall be submitted for travel and ODCs as authorized in the individual task order.

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

Monthly invoices should include the current and cumulative expenditures to date under the task order.

G.3 Task Order Ombudsman.

a) In accordance with FAR 16.505(b), the Ombudsman for this contract is assigned within the Policy, Oversight and Customer Support Division. The Ombudsman’s responsibilities are to address Contractor concerns regarding compliance with the award procedures for task/delivery orders, review Contractor complaints on task/delivery order contracts, ensure all Contractors are afforded a fair opportunity to be considered for each task/delivery order, consistent with FAR 16.505(b), and when requested, maintain strict confidentiality of the Contractor requesting assistance.

b) The Ombudsman shall not participate in the evaluation of proposals submitted on the basic contract, the source selection process on the basic contract, or the adjudication of formal contract disputes arising under the basic contract or any individual task order issued under it.

- c) Interested parties may contact the Task Order Ombudsman at:
U. S. Department of Homeland Security - Office of Procurement Operations
Policy, Oversight and Customer Support Division
Attn: Task Order Ombudsman
245 Murray Lane SW - Bldg. 410
Washington DC 20528

(End of Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Conference and Meeting Support.

As set forth in the contract-level statement of work, as supplemented by individual task orders, the Contractor may be required to provide the personnel and resources to support meeting management support activities to include, but not limited to, conference and meeting registration, signage, badging and credentialing, logistical coordination, arranging for facilities, and other related services.

Should the Contractor be required to arrange for meeting or conference facilities, the following shall apply:

- a) The Contractor shall locate appropriate facilities and provide, at a minimum, three sources for each venue to the CO and COTR for consideration.
- b) The Contractor shall negotiate the most favorable contract terms practicable, exclusive of any cancellation fee. Such charges shall not be incurred and will not be reimbursed.
- c) Food and beverages shall be considered a personal expense of attendees. As a general rule, food and beverages are personal expenses for which appropriated funds are not available.
- d) The Contractor is not authorized to sign conference-related contracts on behalf of the Government.

The Contractor shall maintain close coordination with the CO and COTR to ensure the provision of conference or meeting venues and services complies with appropriate federal regulations and departmental policy.

H.2 Contractor Justification for Other Direct Costs.

All materials required for performance under individual task orders that are not Government-furnished, are to be acquired by the Contractor as authorized under this contract. When requisitioning procedures reveal that required materials are not available from Government supply sources, the Contractor shall identify them in each task order proposal. Ownership of supplies acquired by the Contractor with Government funds, for performance of this contract, shall vest with the Government. The Contractor shall include a detailed description of all proposed other direct costs (ODCs) in individual task orders.

H.3 Purchasing System Reviews.

The Contractor shall notify the CO in writing if there is any change in the status of its approved purchasing system, and provide the reason(s) for the change. Documentation required to be submitted for COs consent shall be submitted in accordance with FAR 44.3, Contractors' Purchasing Systems Reviews.

H.4 Travel Costs.a) Long-distance Travel.

The Contractor shall seek advance written approval from the COTR prior to incurring any costs associated with travel. The request shall be forwarded to the Task Order COTR from the Contractor's contracts point of contact.

The Contractor will be reimbursed for actual travel-related costs in accordance with the provisions in FAR 31 and the Federal Travel Regulation.

Advance travel requests shall be submitted in sufficient time for the CO and COTR to grant prior approval, and must identify: a) the name of the traveler(s); b) inclusive dates and destination (including itinerary); c) purpose of the trip; and d) include a complete cost breakdown.

b. Local Travel.

Local travel will not be reimbursed within a fifty (50) mile radius of the assigned Washington D.C. metropolitan area worksite specified in the task order. Local travel may include frequent trips to various offices supporting the NCS, other DHS facilities, other Government facilities, and local meeting or conference venues.

Local travel expenses (public transportation, parking, mileage) will not be reimbursed to the Contractor. For purposes of this contract, local travel is defined as a fifty-mile radius from the primary place of performance.

If the Contractor locates personnel outside the Washington D.C. metropolitan area, the worksite shall be considered to be the Washington D.C. metropolitan area. Travel expenses to and/or from the Washington D.C. metropolitan area will not be reimbursed, unless otherwise authorized.

Work will be performed primarily at the Contractor's facilities. Frequent travel to DHS offices in the Washington, D.C. metropolitan area for meetings and briefings will be required. The Contractor's operating facility shall be within 50 miles of the DHS-NCS located at Glebe Road, Arlington, VA.

H.5 Training Costs.

The Government will not allow costs, nor reimburse costs associated with the Contractor's training of Contractor employees in an effort to attain and/or maintain any minimum personnel qualification requirements that may be established for performance of this contract. Mission-specific training costs shall be approved in advance by the COTR and related to the program as determined by the CO.

H.6 General Purpose Office Equipment (GPOE) and Information Technology (IT) Costs.

The cost of acquisition of GPOE and IT shall not be allowable as a direct charge to this contract. The Contractor is expected to have the necessary facilities to perform the requirements of this

contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT is defined as any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT equipment includes computers, ancillary equipment, software, firmware and similar products, support services, and related resources.

H.7 Government-Furnished Property, Information, and Workspace (GFP/GFI/GFW).

Upon issuance of individual task orders, the Government will identify in Section J.4, the GFP to be furnished.

a) GFP. The Government may provide hardware and/or software requiring technical analysis, evaluation, verification, or study in support of a specific task. Such GFP will be specified in individual task orders. GFP provided to the Contractor in support of individual task orders shall be tracked through applicable procedures provided by the CO in accordance with the FAR. Property shall be accounted for and marked accordingly for identification and tracking purposes with the contract number, task order number, serial number and other information as required by the CO. The Government does not intend to provide hardware/software equipment required to accomplish day-to-day work requirements in support of the overall contract-level effort at the Contractor site. All GFP shall be returned to the Government at the completion of each task order unless otherwise specified.

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

c) GFW. Such GFW will be specified in individual task orders.

H.8 Government-Furnished or Contractor-Acquired Property.

In the event the Contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR 45 is required.

H.9 Disposition of Government Property.

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

H.10 Performance-Based Acquisition (PBA).

Through the direction of the Office of Management and Budget (OMB), Office of Federal Procurement Policy (OFPP), performance-based acquisition techniques will be applied to task orders issued under this contract to the maximum extent practicable. For information about PBA, refer to OFPP's Best Practices Handbook located at:

<http://www.arnet.gov/Library/OFPP/BestPractices/>.

PBA task orders must include, at a minimum:

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

H.11 Conversion to a Performance-Based Acquisition Task Order.

If both the Government and the Contractor agree, a non performance-based task order can be converted to a performance-based task order. The conversion is accomplished as follows:

- a) Within ninety (90) calendar days prior to the end of the task orders' initial period of performance, the Contractor shall prepare and submit for Government review, comment, and concurrence:
 - 1) A performance work statement (PWS) that captures all of the types of effort performed during the base year of performance, and
 - 2) A quality assurance surveillance plan (QASP) will address performance standards which relate to the performance requirements; how the Contractor's performance will be measured against the performance standards, and surveillance schedules and methods. The QASP may either be included as part of the PWS or as a separate document.
- b) Within sixty (60) calendar days prior to the end of the task order's initial period of performance, the Government and the Contractor will resolve to their mutual satisfaction any comments or concerns on the PWS and QASP. Upon exercise of the option for the first follow-on period of performance, the Government has the unilateral right to modify the task order to incorporate the agreed to documents to accomplish the conversion to a performance based contract.

H.12 Past Performance Evaluation.

- a) Under future task orders, past performance information is relevant for source selection purposes; regarding a Contractor's actions (under previously awarded task orders under the same contract). It includes the Contractor's record of conforming to contract requirements and to standards of good workmanship; adherence to cost control and contract schedules, including the administrative aspects of performance; the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's business-like concern for the interests of the customer.
- b) Upon completion of a task order, the COTR will complete a task order evaluation using the Government's Contract Performance System (CPS), a past performance collection tool that feeds

the Government's central repository for the collection and utilization of past performance information (Past Performance Information Retrieval System at <http://www.ppirs.gov>). CPS is a web-enabled tool for the COTR to evaluate the Contractor's performance and for the CO and Contractor to review, comment on, and approve evaluations. (The tool can be accessed at <http://cps.od.nih.gov>.) The Contractor will be allowed thirty (30) calendar days to submit comments, rebutting statements, or additional information. Comments, if any shall be retained as part of the evaluation record. The completed evaluation shall not be released to other than Government personnel and the Contractor whose performance is being evaluated during the period the information may be used to provide source selection information. Past performance information will not be retained for longer than three (3) years after completion of a contract or task order.

H.13 Disclosure of Information – “Official Use Only.”

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

H.14 Technical Direction.

a) Performance of the work under this contract shall be subject to the technical direction of the COTR identified elsewhere in this contract. The term “technical direction” is defined to include:

- 1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, direct various efforts for statement of work accomplishment;
- 2) Provision of written information to the Contractor which assists in interpretation of drawings, specifications, or technical portions of the work description; and
- 3) Review, and where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.

b) Technical direction must be within the scope of work that is stated in the contract. The COTR does not have the authority to, and may not, issue any technical direction which:

- 1) Constitutes an assignment of additional work outside the statement of work;
- 2) Constitutes a change as defined in the clause, entitled “Changes;”
- 3) In any manner causes an increase or decrease in the level of effort, total price, or the time required for contract performance;
- 4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- 5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

- c) All technical directions shall be issued in writing by the applicable COTR.
- d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the applicable COTR in the manner prescribed by this clause and within his authority under the provisions of this special contract requirement. If, in the opinion of the Contractor, any instruction or direction by the applicable COTR falls within one of the categories defined in (b)(1) through (5), above, the Contractor shall not proceed but shall notify the CO in writing within five (5) working days after receipt of any such instruction or direction and shall request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO shall:
- 1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "changes" clause of the contract; or
 - 2) Advise the Contractor within a reasonable time that the Government will issue a written change to the contract; or
 - 3) Advise the Contractor that the technical direction to which the Contractor has objected is, in fact, outside the scope of the contract and should not be acted upon.
- e) A failure of the Contractor and CO to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the disputes clause.

H.15 Advertisements, Publicizing Awards, and News Releases.

All press releases and public announcements about agency programs, projects, and contract awards must be approved by the CO and program office. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the terms and conditions of this award in any form of public announcement, news release or commercial advertising without first obtaining explicit written consent to do so from the CO and program office.

The Contractor also shall refrain from referring to their awards in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Federal Government, or is considered by the Government to be superior to other products or services.

H.16 Contractor's Employees Clearance and Identification.

The Government anticipates the need for Contractors to provide cleared personnel. A DD Form 254, Contract Security Classification Specification, will be executed at the appropriate contract level. Should alternate clearance requirements exist at the task order level, they will be specified in individual task orders.

During the period of this contract, the rights of ingress and egress to and from any office for Contractor's personnel shall be made available as deemed necessary by the Government. All Contractor employees, whose duties under this contract require their presence at any

Government facility, shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. Obtaining the corporate identification badge is the sole responsibility of the Contractor. All prescribed information shall immediately be delivered to the appropriate Government Security Office for cancellation or disposition upon the termination of employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations applicable to that site.

H.17 Teaming Arrangements.

Contractors may subcontract with other Contractors on an individual task order basis. However, the Government reserves the right to prohibit Contractor teaming on an individual task order basis. If teaming is prohibited, it will be at the sole discretion of the Government.

Teaming Coordinator. Each Contractor shall provide an overarching Teaming Coordinator to serve as a single point of contact for prospective Subcontractors and to continuously review the market place for companies that provide new and innovative products and professional services with which to subcontract. The Contractor is also encouraged to have non-exclusive access to multiple product and service or team providers.

H.18 Identification and Substitution of Key Personnel.

Key personnel are those Contractor personnel considered to be essential to the performance of the contract and individual task orders. Contract-level key personnel include the Program Manager and Principal Engineer.

These positions are designated as key, and may only be replaced with the prior approval of the COTR and the CO.

If the Government determines that certain personnel are key to successful completion of a task order, they will be designated as “key personnel” in the specific task order. Key personnel are defined as follows:

- 1) Personnel identified in the task proposal as key individuals to be assigned for participation in the performance of the task order and who may, at the discretion of the Government, be interviewed to verify resume representations; or
- 2) Individuals who are designated as key personnel by agreement of the Government and the Contractor during task order negotiations.

The Contractor shall notify the CO and the COTR prior to making any changes in key personnel. No changes in key personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to or better than the qualifications of the key personnel being replaced. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The CO shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- 1) An explanation of the circumstances necessitating the substitution;
- 2) A complete resume of the proposed substitute; and
- 3) Any other information requested by the CO to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel.

The CO and COTR will evaluate substitutions at the task order level. These individuals will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval in writing. All disapprovals will require re-submission of another substitution within fifteen (15) calendar days from the date the Contractor was notified.

H.19 Interrelationships of Contractors.

The Government has entered into other contractual relationships in order to provide technical support services in the conduct of studies, analyses and engineering activities separate from, but related to, the work to be performed under this contract. Furthermore, the Government may extend these existing relationships or enter into new relationships. The Contractor may be required to coordinate with such other Contractor(s) through the COTR or task monitors on individual task orders providing appropriate, non-conflicting technical interfaces and in avoidance of duplication of effort. By appropriate tasking, such other Contractor(s) may be requested to assist the Government in the technical review of the Contractor's technical efforts. Information provided by the Contractor in performance of the contract may, at the discretion of the Government, be provided to such other Contractor(s) for the purpose of such review.

DHS Form 11000-6, Non-Disclosure Agreement, shall be signed by all Contractor employees assigned to perform services prior to any work commencing. Signed agreements shall be forwarded to the CO and COTR. The Contractor shall restrict access to sensitive, proprietary or source selection information to the minimum number of employees necessary for contract performance.

H.20 Observance of Legal Holidays.

The Government hereby provides notification that Government personnel observe the following days as federal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

In addition to the days designated as federal holidays, the Government observes the following days:

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

It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor. However, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked.

When the Federal and Governmental entities grant excused absences to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the CO and COTR.

If the Government facility is closed, the Contractor shall not report to the on-site facility. However, work may be conducted at the Contractor's off-site facility.

If Government personnel are furloughed, the Contractor shall contact the CO or the COTR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

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

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

Nothing in this clause changes the rights and responsibilities of the parties relative to stop work requirements as cited elsewhere in this contract.

H.21 Information Technology Accessibility for Persons with Disabilities.

All services and Electronic Information Technology (EIT) delivered as result of orders placed under this contract shall comply with accessibility standards in accordance with Federal Information Technology Accessibility as required by Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. Information about the Section 508, EIT Accessibility Standards may be obtained via the Web at the following: <http://www.Section508.gov>. The applicable Section 508, Subpart 1194 Technical Standards will be specified at the task order level.

H.22 Task Order Proposals.

Performance under this contract shall be subject to the following ordering procedure:

- a) Work will be performed under this contract only in pursuance of a task order approved by the CO.

b) The COTR shall prepare the draft task order and associated statement of work which will discuss the technical aspects, period of performance, level of effort and other resources to be allocated to the task order. Upon receipt of the final task order approved by the CO, the Contractor will commence the work required by the task order. All task orders issued under this contract shall be subject to the following policy:

- 1) The Contractor may be given direction only through an approved task order. A task order will be written and administered so as to preclude the use or the appearance of personal services.
- 2) A task order is issued only for providing further definition to an already existing administrative or technical requirement described in general terms in the contract. Each task order must be clearly within the scope of the contract. A task order cannot change any of the factors of scope nor any other conditions specified by the contract. Required efforts determined to be beyond the scope of the contract must be obtained by separate contract or by supplemental agreement issued by the CO.
- 3) Task orders will be written to define a finite block of work over a finite period of time. Requirement changes that are within the scope of an approved task order or that are clearly not severable from the basic task order, will be incorporated by an amendment to the task order. All others require submission of a new task order.
- 4) Task order amendments will be prepared and processed in the same manner as task orders.
- 5) The COTR will establish and maintain a current list of all task orders which, as a minimum, identifies total funds and personnel hours, both allocated to active task orders and expended on completed task orders. The COTR will also implement internal management procedures appropriate to the contract to maintain cognizance of resources, technical status and schedules for each task order and for the total contract. The data must be sufficiently detailed and current so that timely action can be taken to make sure no Contractor effort is expended on a task order without prior obligation of the proper funds on the contract to cover that effort.

c) All task orders issued under this contract shall be prepared as follows:

- 1) The COTR will determine the effort to be performed, estimated cost and period of performance.
- 2) The final associated task statement of work will be forwarded to the CO who shall, in turn, request a proposal from the Contractor.
- 3) The Contractor shall submit a task order proposal (stating proposed hours and rates, travel and ODCs) to the COTR and Contract Specialist. The COTR shall, in turn, provide a technical evaluation to the Contract Specialist.

- 4) Based on negotiations between the Contractor and the CO, a not-to-exceed estimated cost or price shall be established for the task. The CO shall prepare the task order authorizing the Contractor to proceed with the task, as negotiated.
- 5) After review and approval by the CO, the task order will be sent in duplicate to the Contractor. The Contractor will sign and return the task order to the CO.
- 6) Authorized tasks shall be consecutively numbered.

H.23 Post-Award Orientation.

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

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

The orientation may be conducted at a location within the local Washington D.C. commuting area at the Government's discretion.

The Contractor agrees to attend post-award orientations on task orders, as required. The task order post-award orientation will establish task order COTRs, determine the task order administration strategy and delineable roles and responsibilities.

H.24 Surge Support.

The Contractor shall be responsible for responding to an increased workload within hours of a surge. The staffing requirements may increase dramatically during such an event. During the beginning of the surge, it is expected that the Contractor shall be prepared to augment staffing for the duration of any surge in order to not impact the timeliness of other tasks, which may also be critical during a contingency. Surge support, if required, will be specified, in advance of performance, in individual task orders.

H.25 Document Tracking.

All collected data and iterated documentation related to this contract shall be organized by the Contractor in a systematic manner to facilitate ready reference. The electronic media, on an as required basis, shall be made available to the Government on CD-ROM or DVD disk. Contractor prepared data shall be marked in accordance with the Government guidance. The application software used for electronic word processing and for the preparation of briefing materials shall be in a format specified by the Government. The Government will also identify unique application software requirements on an as-needed basis.

H.26 Contract and Task Order Management.

Management Controls. The Contractor shall manage the contracting process by maintaining control over cost, performance, quality, and schedule of all services and products provided to the Government. The Contractor shall determine the overall project organization and level of management required to accomplish the requirements stated in the contract and subsequently-issued task orders. The Contractor shall provide productivity and management tools to include, but not limited to, monthly progress and status reports.

Quarterly Program Management Reviews. Additionally, quarterly program management reviews will be conducted and attended by the CO, COTR, and the Contractor's Program Manager and other key personnel as deemed necessary.

H.27 Non-Supervision of Contractor Employees on Government Facilities.

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be accountable solely to the Contractor's management, who in turn is responsible to the Government.

- 1) The Government and the Contractor understand and agree that the services delivered by the Contractor to the Government are non-personal services. The parties also recognize and agree that no employer-employee or master-servant relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees.
- 2) Contractor personnel under this contract shall not be placed in a position: i) where there is an appearance that they are employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, or ii) in command, supervision, administration or control over Government personnel.

H.28 Ownership of Records.

a) Government's Records. Except as is provided in paragraph (b) of this clause and as may be otherwise agreed upon by the Government and the Contractor, all records (including computer databases and software) acquired or generated by the Contractor, in its performance of this contract shall be the property of the Government; and shall be delivered to the Government or otherwise disposed of by the Contractor, either as the CO may from time to time direct during the progress of the work or, in any event, as the CO shall direct upon settlement of this contract. The Contractor shall, subject to security regulations, requirements, and other provisions of the contract, have the right to inspect; and at its own expense, duplicate only those processes, procedures, or records delivered, or to be delivered, to the Government by the Contractor under this contract, or retain duplicates which are in excess of the Government's requirements. However, nothing in this paragraph shall: (1) permit the Contractor to duplicate or retain for its own purposes any official Government documents or proprietary information relating to the Government or to other Contractors; (2) constitute any commitment on the part of the Government to retain such records for any period beyond customary retention periods for the various types of records; and (3) have any effect on the provisions of FAR Clause 52.227-14, Rights in Data - General.

b) Contractor's Own Records. The following records are considered the property of the Contractor and not within the scope of paragraph (a) above:

- 1) Personnel records and files maintained on individual employees, applicants and former employees;
- 2) Privileged or confidential Contractor financial information and correspondence between segments of the Contractor's organization; and
- 3) Internal legal files.

c) Inspection and Audit of Records. All records acquired, or generated by the Contractor under this contract, and in the possession of the Contractor, including those described in paragraph (b) above (exclusive of subparagraph (b)(2) and (b)(3)), shall be subject to inspection and audit any reasonable times. The Contractor shall afford the proper facilities for such inspection and audit.

H.29 Confidentiality of Information.

a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to other private parties or the Government, the Contractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information for its own use or to disclose such information to third parties unless specifically authorized by the CO in writing. The foregoing obligations, however, shall not apply to:

- 1) Information which, at the time of receipt by the Contractor, is in the public domain;
- 2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- 3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- 4) Information which the Contractor can demonstrate was received by them from a third party who did not require the Contractor to hold it in their confidence.

b) The Contractor shall obtain the written agreement, in a form satisfactory to CO, of each employee permitted access, whereby the employee agrees that he/she will not discuss, divulge, or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

c) The Contractor agrees that upon request by the CO, they will execute an approved agreement with any party whose facilities or proprietary data they are given access to in regards to the restrictive use and disclosure of the data and the information obtained from such facilities. Upon request by CO, such an agreement shall also be signed by Contractor personnel.

d) This clause shall flow down to all subcontractors.

H.30 Incorporation of Representations, Certifications, and Other Statements of Offeror.

The representations, certifications, and other statements of Offeror, as completed by the Contractor, that apply to this contract, are hereby incorporated by reference.

H.31 Unpriced Task Orders.

a) Issuance. Prior to the issuance of a task order under this contract, it is anticipated that the Government and the Contractor will reach agreement on the price or total cost and fee (if applicable) for the services to be provided under the order. The CO may authorize commencement of work prior to final agreement on cost or price. In such instances, the Contractor shall immediately commence performance of the services specified in the task order and shall submit a proposal within fifteen (15) days of receipt of the task order. Upon completion of negotiations, the final negotiated cost or price will be set forth in a supplemental agreement that will be executed by the Contractor and the CO. Failure to agree upon the cost or price shall be subject to the “disputes” clause of this contract.

b) Definitization. Un-priced task orders shall indicate a not-to-exceed amount for the task order. However, the amount shall not exceed 50 percent of the estimated cost or price of the task order. The task order shall also comply with all other task order requirements and contract terms and conditions. Un-priced task orders shall indicate the date by which the Government will definitize the cost or price of the task order.

H.32 Task Order Restrictions.

Notwithstanding the requirements of FAR Clause 52.216-19, if, in the opinion of the Contractor, issuance of a task order to the Contractor would: 1) result in the Contractor (or its personnel or its subcontractors or teaming partners and their employees) having an organizational conflict of interest for which restrictions would be placed on the Contractor’s (or its personnel or its subcontractors and teaming partners and their personnel) future activities; or 2) violate provisions of the procurement integrity legislation (i.e., Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of P. L. 101-189, unless the CO directs the Contractor in writing to commence or continue performance under the task order.

H.33 Task Order Issuance.

a) The Contractor shall furnish the personnel and services to do all things necessary or incident to the performance of the work set forth in the task order’s Statement of Work. Specified services will be requested and defined through the issuance of task orders.

b) All task orders issued hereunder are subject to the applicable terms and conditions of this contract. Funds will be obligated on an individual task order basis.

- c) In the event of a conflict between a task order and this contract, the contract takes precedence. Issuance of task orders will be authorized only by the CO.
- d) Each task order shall be in writing, shall be numbered sequentially, shall reference the contract number, and shall contain the following information:
- 1) Task order statement of work;
 - 2) Effective date and number of task order;
 - 3) Estimated cost or price and fee or profit;
 - 4) Contract number and type (i.e. cost reimbursement, fixed price, T&M etc.);
 - 5) Delivery or performance date, and period and place of performance;
 - 6) Accounting and appropriation data;
 - 7) Deliverables, GFP, and other unique terms and conditions;
 - 8) Signatures of the Contractor and CO.

H.34 Evaluation Factors for Placement of Task Orders Against Multiple Award Contracts.

When task order requirements are identified, all multiple-award Contractors will be provided fair opportunity to be considered. The CO will award task orders exercising broad discretion pursuant to FAR 16.505, ordering procedures, and based upon the factors stated below. The Government reserves the right to use any combination of these factors best suited to the specific requirements of the task order.

- 1) The Contractor's general capacity to engage in additional work or to engage in a specific type of work, at the time of task order issuance. Consideration may be given to the Contractor's overall capacity and its ability to provide necessary and staffing to meet the task order requirements.
- 2) The Contractor's and staff's verifiable experience at performing the required or similar work. Elements that may be evaluated include the nature and extent of the organization's overall experience, including the quality, appropriateness, and timeliness of its deliverables in prior task orders or other research; and the experience, skills, and number of hours of key staff including subcontractors or consultants who will carry out the task order.
- 3) The Contractor's planned methodology and approach (technical and management) to assure successful completion of all elements of the task order while meeting the Government's requirements for timeliness and high quality products. For any given task order, the Government

may give special consideration to proposal based on the exceptional quality, appropriateness, or timeliness of deliverables likely under a particular approach.

4) The Contractor's cost/price for performing the required work. While the Government will include cost/price in evaluating proposals, it need not make its selection based solely on cost/ price. In its cost proposal, the Contractor shall include an analysis of all costs involved in performing the required work and a narrative presenting how the overall cost proposal will reasonably ensure that high quality work products will be produced on a timely basis that fully meets the Government's requirements.

5) The quality of the Contractor's past performance. The Contractor shall demonstrate through three references during the past five years, the firm's ability to conduct high quality analyses within time and budget; and, the ability to provide stability, continuity, and uniformity of both staff and management.

H.35 Fair Opportunity to be Considered.

1) General. The CO must negotiate and administer task orders in accordance with the ordering procedures set forth herein. The CO must provide each Contractor a fair opportunity to be considered for each task order exceeding \$3,000 issued under this effort unless one of the exceptions below applies. All awardees must be contacted and provided the opportunity to be considered before award of all task orders. Although awardees are not required to submit a proposal for every task order request, all awardees interested in providing services under the task order must submit a proposal.

2) Fair Opportunity Exceptions. All awardees will be given a fair opportunity to be considered for task orders over \$3,000 unless the CO determines that one of the following exceptions applies:

- a) An urgent need exists, and affording a fair opportunity to be considered would result in unacceptable delays.
- b) Only one Contractor is capable of meeting the requirement because it is unique or highly specialized in nature.
- c) The resultant order must be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under the contract.
- d) The task order is place in order to meet a minimum award obligation.

H.36 Placement of Task Orders.

1) Requests for Task Order Proposals. Individual task orders shall clearly describe all services to be performed or supplies to be delivered so that the full cost or price for the performance of the work can be established when the task order is placed. Task orders shall be within the scope of the contract, issued within its period of performance or as otherwise allowed in the

contract, and be under the maximum value of the contract. Only the CO for the basic contract may modify the basic contract to change the scope, period of performance, or maximum ceiling.

Unless one of the fair opportunity exceptions applies, the terms of this contract require that whenever a task order award is contemplated, all awardees will receive a request for the task order proposal. All task order proposals must include the cost or price to perform the anticipated task order. The task order proposal shall be submitted in writing (and sent via e-mail), and include a description of the intended services and the evaluation procedures (including the relative weighting of cost/price and non-cost/price evaluation factors. When making the final selection, the CO should also consider the potential impact on other task orders placed with the contract and the minimum ordering requirements of the contract.

All awardees interested in being considered for award of a resultant task order must submit a proposal pursuant to the COs request for task order proposal instructions. To obtain services that are within the scope of this contract, the CO may issue task orders using the contract types identified in Section B.1.

Contractors must respond to the request for task order proposal within the specified number of calendar days stated therein.

No payment will be made to the Contractor to reimburse the cost to prepare, submit and negotiate a task order proposal.

2) Task Order Award. The Contractor shall not commence with performance of a newly-issued task order until authorized in writing by the CO.

3) Right to Procure from Other Sources. The Government retains the right to procure same or similar services from other sources during the period of this Contract.

c. Individual subcontracting plans will be required, as prescribed in FAR 52.219-9, at the task order level.

H.37 Reporting Targets for SDB Participation.

1) The following small disadvantaged business (SDB) participation target(s), proposed by the contractor, are hereby incorporated into the contract:

Contractor Targets	NAICS Industry Sub-sectors	Targeted Dollars	Percentage of Total Contract Value
Prime Contractor Targets (including joint venture partners and team members)	<i>[To be completed at time of award]</i>	<i>[To be completed at time of award]</i>	<i>[To be completed at time of award]</i>
Total Targets			

2) The following SDBs are identified under the SDB Participation Program:

(Offeror to insert names of proposed SDBs.)

The Contractor shall promptly notify the Contracting Officer of any substitutions of firms if the new ones are not SDB concerns.

3) In accordance with FAR 52.219-25, the Contractor shall report on the participation of SDB concerns in the performance of the contract. The report shall be submitted at the completion of the contract and may be submitted with the submission of the final Standard Form 294.

H.38 Incorporation of Subcontracting Plan.

1) The *[insert Contractor's name]* subcontracting plan, dated *[insert date]*, submitted in accordance with FAR 52.219-9, is hereby approved as herein incorporated in Section J.

(End of Section H)

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2 FAR 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. The full text may be accessed electronically on the internet.

FAR Clause No.	Title and Date
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)
52.203-13	Contractor Code of Business Ethics and Conduct (DEC 2007)
52.203-14	Display of Hotline Poster(s) (DEC 2007)
52.204-2	Security Requirements (AUG 1996)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-9	Personal Identity Verification of Contractor Personnel (NOV 2006)
52.215-2	Audit and Records – Negotiation (JUN 1999)
52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-10	Price Reduction For Defective Cost Or Pricing Data (OCT 1997)
52.215-12	Subcontractor Cost Or Pricing Data (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002)
52.216-8	Fixed Fee (MAR 1997)
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition (FEB 2007)
52.219-9	Small Disadvantaged Business Subcontracting Plan (SEP 2007)
52.219-14	Limitations on Subcontracting (DEC 1996)
52.219-16	Liquidated Damages - Small Business Subcontracting Plan (JAN 1999)

52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-48	Exemption from Application of Service Contract Act Provisions – Contractor Certification (JUN 2006)
52.223-5	Pollution Prevention and Right-To-Know Information (AUG 2003)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-10	Waste Reduction Program (AUG 2000)
52.223-14	Toxic Chemical Reporting (AUG 2003)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-5	Trade Agreements (AUG 2007)
52.225-8	Duty-Free Entry (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2006)
52.227-1	Authorization and Consent (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.227-3	Patent Indemnity (APR 1984)
52.227-14	Rights in Data – General – Alternate IV (JUN 1987)
52.227-19	Commercial Computer Software – Restricted Rights (JUN 1987)
52.228-5	Insurance – Work on a Government Installation (JAN 1997)
52.228-7	Insurance – Liability to Third Parties (MAR 1996)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.230-2	Cost Accounting Standards (APR 1998)
52.230-6	Administration of Cost Accounting Standards (APR 2005)
52.232-1	Payments (APR 1984)
52.232-7	Payments Under Time and Materials and Labor-Hour Contracts (FEB 2007)
52.232-9	Limitation of Withholding of Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-16	Progress Payments (APR 2003)

52.232-17	Interest (JUN 1996)
52.232-18	Availability of Funds (APR 1984)
52.232-19	Availability of Funds for the Next Fiscal Year (APR 1984)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003) ALT I (FEB 2002)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JUL 2002) ALT I (DEC 1991)
52.233-3	Protest After Award (AUG 1996) ALT I (JUN 1985)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-3	Continuity of Services (JAN 1991)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2001)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes - Fixed-Price (AUG 1987) ALT II (APR 1984)
52.243-2	Changes – Cost Reimbursement (AUG 1987) ALT I and ALT II (APR 1984)
52.243-3	Changes – Time and Materials or Labor Hours (SEP 2000)
52.244-2	Subcontracts ALT I (JUN 2007)
52.244-5	Competition in Subcontracting (DEC 1996)
52.244-6	Subcontracts for Commercial Items (MAR 2007)
52.245-1	Government Property (JUN 2007)
52.246-25	Limitation of Liability – Services (FEB 1997)
52.247-63	Preference for U.S. Flag Air Carriers (JUN 2003)
52.249-2	Termination for Convenience of the Government (Fixed Price) (MAY 2004)
52.249-4	Termination for Convenience of the Government (Services) (Short-Form) (APR 1984)
52.249-6	Termination (Cost Reimbursement) (MAY 2004) ALT IV (SEP 1996)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.249-14	Excusable Delays (APR 1984)
52.251-1	Government Supply Sources (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

I.2 FAR Clauses (Incorporated in Full Text).**FAR 52.215-19 Notification of Ownership Changes (OCT 1997).**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the CO within 30 days.

(2) The Contractor shall also notify the CO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the CO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

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 award through the expiration of the contract (including exercise of options).

(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.

FAR 52.216-19 Order Limitations (OCT 1995).

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor –
- (1) Any order for a single item in excess of \$20 million;
 - (2) Any order for a combination of items in excess of \$20 million; or
 - (3) A series of orders from the same ordering office within thirty (30) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22 Indefinite Quantity (OCT 1995).

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after twelve months from the expiration date of this contract.

FAR 52.216-30 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition Without Adequate Price Competition (FEB 2007).

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The Offeror must specify separate fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit for each category of labor to be performed by—

- (1) The Offeror;
- (2) Each subcontractor; and
- (3) Each division, subsidiary, or affiliate of the Offeror under a common control.

(c) Unless exempt under paragraph (d) of this provision, the fixed hourly rates for services transferred between divisions, subsidiaries, or affiliates of the Offeror under a common control—

- (1) Shall not include profit for the transferring organization; but
- (2) May include profit for the prime Contractor.

(d) The fixed hourly rates for services that meet the definition of commercial item at 2.101 that are transferred between divisions, subsidiaries, or affiliates of the Offeror under a common control may be the established catalog or market rate when it is the established practice of the transferring organization to price interorganizational transfers at other than cost for commercial work of the Offeror or any division, subsidiary or affiliate of the Offeror under a common control.

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

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this Clause, shall not exceed sixty (60) months.

I.3 HSAR Clauses (Incorporated in Full Text).**HSAR 3052.204-70 Security Requirements for Unclassified Information Technology Resources (JUN 2006).**

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

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

(1) Within 30 days after contract award, the Contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the Offeror's proposal. The plan, as approved by the CO, shall be incorporated into the contract as a compliance document.

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

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

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

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

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

(d) At the expiration of the contract, the Contractor shall return all sensitive DHS information and IT resources provided to the Contractor during the contract, and certify that all non-public DHS information has been purged from any Contractor-owned system. Components shall

conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the Contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS CO. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the CO will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the CO, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the approved accreditation documentation.

HSAR 3052.204-71 Contractor Employee Access (JUN 2006).

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

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

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

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

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

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

**ALTERNATE I
(JUN 2006)**

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

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

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

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

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

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

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

ALTERNATE II (JUN 2006)

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

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

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

1. General

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

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

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

1.1 Additional Information for Classified Contracts

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

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

1.2 General Requirement:

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

2.0 Contractor Personnel

2.1 Employment Eligibility

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

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

2.2 Continued Eligibility

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

2.3 Termination

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

3.0 Suitability Determination

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

Contract employees waiting for an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings, non-recurring meetings and begin transition work.

4.0 Background Investigations

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

- a. Standard Form 85P, "Questionnaire for Public Trust Positions"
- b. FD Form 258, "Fingerprint Card" (2 copies)
- c. DHS Form 11000-6 "Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement"

d. DHS Form 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act”

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

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

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

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

4.1 Alternative Citizenship Requirements for Non-IT Contracts

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

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

5.0 Information Technology Security Clearance

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

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

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

6.0 Information Technology Security Training and Oversight

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

7.0 References

7.1 DHS Office of Security

DHS, Office of Security
Deputy Chief, Personnel Security Staff
Attn: Kimberly Lew
Washington D.C. 20528
Phone: (b)(6)

HSAR 3035.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006).

(a) Prohibitions.

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

(b) Definitions. As used in this Clause:

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

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

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

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the four (4)-year period beginning on the date which is two (2) years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

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

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

(e) Treatment of Certain Rights.

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

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

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

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

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

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

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

HSAR 3052.209-72 Organizational Conflict of Interest (JUN 2006).

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

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

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

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

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

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

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

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

(e) Other Relevant Information: In addition to the mitigation plan, the CO may require further relevant information from the Offeror. The CO will use all information submitted by the Offeror,

and any other relevant information known to DHS, to determine whether an award to the Offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

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

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

HSAR 3052.209-73 Limitation of Future Contracting (JUN 2006).

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

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

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

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

- (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the CO and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
- (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

HSAR 3052.219-70 Small Business Subcontracting Plan Reporting (JUN 2006).

(a) The Contractor shall enter the information for the Subcontracting Report for Individual Contracts (formally the Standard Form 294 [SF 294]) and the Summary Subcontract Report (formally the Standard Form 295 [SF 295]) into the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov .

(b) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.2 19-9.

HSAR 3052.219-71 DHS Mentor-Protégé Program (JUN 2006).

(a) Large businesses are encouraged to participate in the DHS Mentor-Protégé program for the purpose of providing developmental assistance to eligible small business protégé entities to enhance their capabilities and increase their participation in DHS contracts.

(b) The program consists of:

- (1) Mentor firms, which are large prime Contractors capable of providing developmental assistance;
- (2) Protégé firms, which are small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small business concerns; and
- (3) Mentor-Protégé agreements, approved by the DHS OSDDBU.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform DHS contracts and subcontracts.

(d) Large business prime Contractors serving as mentors in the DHS Mentor-Protégé program are eligible for a post-award incentive for subcontracting plan credit. The mentor may receive credit for costs it incurs to provide assistance to a protégé firm. The mentor may use this additional credit towards attaining its subcontracting plan participation goal under the same or another DHS contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar for dollar basis and reported in the Summary Subcontract Report via the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov. For example, a mentor/large business prime Contractor would report a \$10,000 subcontract to the protégé/small business subcontractor and \$5,000 of developmental assistance to the protégé/small business subcontractor as \$15,000. The Mentor and Protégé will submit a signed joint statement agreeing on the dollar value of the developmental assistance and the Summary Subcontract Report.

(e) Contractors interested in participating in the program are encouraged to contact the DHS OSDBU for more information.

HSAR 3052.242-72 Contracting Officer's Technical Representative (Dec 2003).

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

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

(End of Section I)

SECTION J – LIST OF ATTACHMENTS

Attachment J.1 List of Acronyms.

Attachment J.2 DD 254, Contract Security Classification Specification.

Attachment J.3 Monthly Status Report Format.

Attachment J.4 List of Government-Furnished Property (to be provided in individual task orders, as applicable).

Attachment J.5 Subcontracting Plan, 4/9/2009
-Addendum to Subcontracting Plan, 4/9/2009

Attachment J.6 Contract Labor Rates
-Fixed Labor Rate for Contractor
-Prime
- Fixed Labor Rate for Government
-Prime
-Fixed Labor Rate for Subcontractors

Attachment J.1 - List of Acronyms

ACR	After Client Request
AM/FM	Amplitude Modulation/Frequency Modulation
ANSI	American National Standards Institute
AT&T	American Telephone & Telegraph
ATIS	Alliance for Telecommunications Industry Solutions
C&A	Certification & Accreditation
CAS	Cost Accounting Standards
CCB	Configuration Control Board
CCR	Central Contractor Registration
CCWG	Continuity of Communications Working Group
CD	Compact Disc
CFIUS	Committee for Foreign Investment in the U. S.
CFR	Code of Federal Regulations
CI/KR	Critical Infrastructure and Key Resources
CIO	Chief Information Officer
CIP	Critical Infrastructure Protection
CIP-CS	Critical Infrastructure Protection – Cyber Security
CLIN	Contract Line Item Number
CLONES	Central Location On-Line Entry System
CM	Configuration Management
COB	Close of Business
CO	Contracting Officer
COG	Continuity of Government
COI	Conflict of Interest
CONOPS	Concept of Operations
COOP	Continuity of Operations
COP	Committee of Principals
COR	Council of Representatives
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off-the-Shelf
CP	Contingency Planning
CPIC	Capital Planning and Investment Control
CPS	Contract Performance System
CS	Customer Service Division
CS&C	Cyber Security and Communications
CSO	Chief Security Officer
CSSP	Communications Sector Specific Plan
DBA	Database Administrator
DD 254	Department of Defense Form 254, Contract Security Classification Specification
DHS	Department of Homeland Security
DL	Direct Labor
DNS	Domain Name Server/Service

DoD	Department of Defense
DUNS	Data Universal Numbering System
DVD	Digital Versatile Disc, formerly Digital Video Disc
EAS	Emergency Alert System
ECT	Emergency Communications Team
EIA	Electronic Industries Alliance
EIT	Electronic Information Technology
EMS	Enhanced Messaging Service
EO	Executive Order
EOD	Entry on Duty
EOP	Executive Office of the President
ER	Emergency Response
ETS	Emergency Telecommunications Service
FCC	Federal Communications Commission
EEVP	Employment Eligibility Verification Program (superseded by E-Verify Program)
ESF #2	Emergency Support Function #2
eSRS	Electronic Subcontracting Reporting System
FAR	Federal Acquisition Regulation
FB	Fringe Benefits
FCRA	Fair Credit Reporting Act
FEMA	Federal Emergency Management Agency
FFP	Firm Fixed Price
FPC	Federal Preparedness Circular
FTR	Federal Travel Regulation
G&A	General and Administrative
GAO	General Accounting Office
GCC	Government Coordination Council
GETS	Government Emergency Telecommunications Service
GFE/I/P	Government Furnished Equipment/Information/Property
GPO	Government Printing Office
GPOE	General Purpose Office Equipment
GSM	Global System for Mobile Communications
HITRAC	Homeland Infrastructure Threat and Risk Analysis Center
HSAM	Homeland Security Acquisition Manual
HSAR	Homeland Security Acquisition Regulation
HSPD	Homeland Security Presidential Directive
HSPD-7	Homeland Security Presidential Directive 7, “Critical Infrastructure Identification, Prioritization, and Protection”
HTML	Hyper Text Markup Language (and file extension)
IAT	Internet Analysis Tool
LAW	In Accordance With
IDIQ	Indefinite Delivery Indefinite Quantity
IDWG	Internet Disruption Working Group
IES	Industry Executive Subcommittee

IETF	Internet Engineering Task Force
IMT	Infrastructure Mapping Tool
IP	Internet Protocol
IPD	Infrastructure Protection Division
IPR	In-Process Review
IPT	Integrated Product Team
ISAC	Information Sharing and Analysis Center
ISSO	Information System Security Officer
IT	Information Technology
ITAC	International Telecommunications Advisory Committee
IV&V	Independent Verification & Validation
IXC	Inter Exchange Carrier
JTF	Joint Task Force
JTRB	Joint Telecommunications Resources Board
LAN	Local Area Network
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
LERG	Local Exchange Routing Guide
LMR	Land Mobile Radio
LOE	Level of Effort
MIP	Mobile-IP Protocol
MMS	Multimedia Messaging Service
MOU	Memorandum of Understanding
MPLS	Multi-Protocol Label Switching
MSC	Mobile Switching Center
MSS	Meeting Support System
NAICS	North American Industry Classification System
NCC	National Coordinating Center
NCCC	National Command and Coordinating Capability
NCS	National Communication System
NCSD	National Cyber Security Division
ND	Office of the Deputy Manager, NCS
NDA	Non-Disclosure Agreement
NDAC	Network Design and Analysis Capability
NDB	NDAC Database
NGN	Next Generation Networks
NICC	National Infrastructure Coordinating Center
NIMS	National Incident Management System
NIPP	National Infrastructure Protection Plan
NISPOM	National Industrial Security Program Operating Manual
NLO	National Level Operational Planning
NLRB	National Labor Relations Board
NORS	Network Outage Reporting System
NPPD	National Protection and Programs Directorate
NRIC	Network Reliability and Interoperability Council

NRP	National Response Plan
NS/EP	National Security and Emergency Preparedness
NSDD	National Security Decision Directive
NSI	National Security Information
NSIE	National Security Information Exchanges
NSTAC	National Security Telecommunications Advisory Committee
N2	NCS Technology and Programs Division
N3	NCS Critical Infrastructure Protection Division
N4	NCS Plans and Resources Division
N5	NCS Customer Service Division
OA	Operational Analysis
O&M	Operations & Maintenance
OC	Oversight Committee
ODC	Other Direct Costs
OEC	Office of Emergency Communications
OFPP	Office of Federal Procurement Policy
O/H	Overhead
OIC	Office of the Independent Council
OMB	Office of Management & Budget
OMNCS	Office of the Manager, NCS
OSDBU	Office of Small Disadvantaged Business Utilization
OSTP	Office of Science and Technology Policy
PASS	Program Administration Support System
PBA	Performance Based Acquisition
PCII	Protected Critical Infrastructure Information
PDD	Presidential Decision Directive
PDF	Portable Document Format
PISN	Private Integrated Services Network
PMEF	Priority Mission Essential Functions
POC	Point of Contact
PM	Program Manager
PN	Public Network
PSN	Public Switched Network
PTS	Priority Telecommunications System
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QoS	Quality of Service
QPR	Quarterly Program Review
R&D	Research & Development
SA	System Administrator
SBU	Sensitive But Unclassified
SCC	Sector Coordinating Council
SCI	Sensitive Compartmented Information
SB	Small Business
SCIF	Sensitive Compartmented Information Facility

SDB	Small Disadvantaged Business
SDVOSB	Service-Disabled Veteran Owned Small Business
SETA	Scientific, Engineering & Technical Assistance
SF	Standard Form
SG	Study Group
SHIRA	Strategic Homeland Infrastructure Risk Assessment
SLA	Service Level Agreement
SME	Subject Matter Expert
SMS	Short Message Service
SOO	Statement of Objectives
SOP	Standard Operating Procedure
SOW	Statement of Work
SRAS	Special Routing Arrangement Service
SRD	Systems Requirements Document
SSA	Sector Specific Agency
SSI	Sensitive Security Information
SSP	Sector Specific Plan
STT	Speech to Text
TADAC	Technology Assessment and Data Analysis Cell
T&C	Terms and Conditions
T&E	Training and Exercise
T&M	Time and Material
TIB	Technical Information Bulletin
TIM	Technical Interchange Meeting
TM	Task Monitor
TMP	Task Management Plan
TO	Task Order
TS	Top Secret
TSP	Telecommunications Service Priority
TSPPO	TSP Program Office
UMTS	Universal Mobile Telecommunications System
US-CERT	United States Computer Emergency Readiness Team
USC	United States Code
USCIS	United States Citizen and Immigration Service
VIP	Very Important Person
VoIP	Voice over Internet Protocol
WBS	Work Breakdown Structure
WOSB	Women-Owned Small Business
WPS	Wireless Priority Service
WMD	Weapons of Mass Destruction

Attachment J.3 - Monthly Status Report Format

National Communications System's

“National Security/Emergency Preparedness
Scientific, Engineering and Technical Assistance”

[Contractor's Name and Address, and Contract Number]

[Reporting Date]

[Insert Contractor Name, Address and Program Manager Name, Office, Phone Number
and E-mail address]

**[Insert Contractor's Name] Status of Task Order(s)
[Insert Task Order Number(s) and Titles]
[Insert Activity date for this Report]**

[Insert Contractor name] Project Number: [Insert project number]
Government Task Manager/Contracting Officer's Technical Representative: [Insert name]
[Insert Contractor name] Project Leader: [Insert name]
Task Order Period of Performance: [Insert begin/end dates]
Elapsed Period of Performance: [Insert percentage]

Task Summary

[Insert paragraph(s) of summary activities]

Accomplishments

[Insert paragraph(s) of accomplishments]

Management Activities during this Reporting Period

[Insert paragraph(s) of management activities]

Meetings Supported during this Reporting Period

[Insert bullet list of meetings, to include dates]

General Actions during Reporting Period

[Insert paragraph(s) of activities. These should include actions taken during the reporting period and actions planned for the next reporting period.]

Planned and Projected Activities and Actions for the Next Reporting Period

[Insert paragraph(s) of planned and projected activities and actions for the next reporting period.]

Issues or Challenges that May Require Action During the Next Reporting Period and Suggestions for Avoidance or Alternative Solutions

[Insert paragraph(s) of Issues or Challenges that may occur for the next reporting period. Otherwise state 'None'.]

[Insert paragraph(s) of Suggestions for Avoidance or Alternative Solutions of the stated Issues or Challenges for the next reporting period. Otherwise state 'None'.]

Task Order Deliverables

[Insert bullet listing with dates.]

Other Contract Deliverables

[Insert bullet listing with dates.]

Cost, Schedule and Performance Status and Schedule

[Insert summary paragraph(s). Fill out table below.]

Funding Summary

	Current Task Order Value (insert month/year)	Current Task Order Funding	Hours Expended this month	Current Month	Task Order Cumulative Expenditures	Task Order Funding Balance	Estimate to Complete
Task 1 <i>[Insert title]</i>	\$	\$	Hrs.	\$	\$	\$	\$
Task 2 <i>[Insert title]</i>	\$	\$	Hrs.	\$	\$	\$	\$
Travel	\$	\$	Hrs.	\$	\$	\$	\$
Other Direct Costs	\$	\$	Hrs.	\$	\$	\$	\$
Total	\$	\$	Hrs.	\$	\$	\$	\$

Attachment J.4 - List of Government-Furnished Property.

If the Contractor requires use of, or access to Government-furnished property for performance under this contract, then such property or requirements shall be listed below and identified under individual task orders. Management of all Government property shall be in accordance with FAR Part 45.

The following Government-furnished property is anticipated to be required in conjunction with performance under this task order:

Government-Furnished Property or Equipment (listed below)

Item	Description	Location

Government Information/Records (listed below)

Item	Description	Location

Government Workspace/Facilities (listed below)

Item	Description	Location

Pages 112 through 208 redacted for the following reasons:

(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. RNNC-10-00119	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPAD/CS&	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPAD/CS&
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORPORATION 10260 CAMPUS POINT DRIVE MAIL STOP G2 SAN DIEGO CA 921211578		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00062	
		10B. DATED (SEE ITEM 13) 06/30/2009	
CODE 1480950860000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Decrease: (b)(4)

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 copies to the issuing office.

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

DUNS Number: 148095086+0000

The purpose of this modification is to accomplish the following:

1. To unilaterally extend the term of the contract from July 1, 2010 to June 30, 2011. Authority to extend the contract is pursuant to FAR 52.217-9, Option to Extend the Term of the Contract.

2. To change the Contracting Officer's Technical Representative (COTR) from Mark Deem to Cindy Duong.

3. Minimum Guarantee (Section B.3) De-obligation of funds against CLIN 0006.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert Degnan
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED (b)(6)
	15D. DATE SIGNED 6/18/2010

NSN 7540-01-152-8070
Previous edition unusable

Prescribed by GSA
FAR (48 CFR) 53.243

30 (REV. 10-83)

CONTINUATION SHEET

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

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
 SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 07/01/2009 to 06/30/2011 Change Item 0002 to read as follows (amount shown is the obligated amount): 0002 Option Year 1 - Exercised Obligated Amount: \$0.00 Deliver to Location (1), Amount: \$0.00 Accounting Info: Exercise Option Funded: \$0.00 Change Item 0006 to read as follows (amount shown is the obligated amount): 0006 Minimum Guarantee Reserve - The minimum guarantee referenced in Section B.3 of this contract has been satisfied with the issuance of Task Order HSHQDC-10-J-00272. Therefore (b)(4) is now de-obligated from CLIN 0006 under this modification. Obligated Amount: (b)(4) Delivery: 06/30/2010 Deliver to Location (2), Amount: \$0.00 Accounting Info: NSEP000-000 K9 04-05-50-000 90-05-0003-02-000000 GE OE 2576 RN9128 Funded: (b)(4) Delivery Location(1) Code: PREP7TH&D Department of Homeland Security 245 Murray Lane Building 410 Attn: Preparedness (7th &D) Washington DC 20528 Delivery Location(2) Code: PREPBSTN Preparedness (Ballston) 1110 N. Glebe Rd Attn: Mark Deem Arlington VA 22201				0.00
					(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPAD/CS&C	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPAD/CS&C	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORPORATION CYBER AND INFORMATION SOLUTION COMP 6841 BENJAMIN FRANKLIN DRIVE COLUM BIA MD 21046 CO 1710 SAIC DRIVE MS 2-2-6 MCLEAN VA 22102		(x) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00062		
		10B. DATED (SEE ITEM 13) 06/30/2009		
CODE 8782112830000	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		

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

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

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

DUNS Number: 878211283+0000
The purpose of this modification is to accomplish the following:

1. Change Address from:

Science Application International Corporation
10260 Campus Point Drive
Mail Stop G2
San Diego CA92121-1578

to:
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert Dequan
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16C. DATE SIGNED (b)(6)
	C. DATE SIGNED 3/28/11

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-09-D-00062/P00002

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2 2

NAME OF OFFEROR OR CONTRACTOR
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Science Application International Corporation Cyber and Information Solution Company 6841 Benjamin Franklin Drive Columbia, MD 21046 c/o 1710 SAIC Drive, M/S 2-2-6 McLean, VA 22102 2. Change CAGE CODE from 52303 to 52326 3. Change DUNS Number from 148095086 to 878211283 DO/DPAS Rating: NONE Period of Performance: 07/01/2009 to 06/30/2011				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 07/01/2011	4. REQUISITION/PURCHASE REQ. NO. RNNC-10-00119	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPAD/CS&	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPAD/CS&
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORPORATION CYBER AND INFORMATION SOLUTION COMP 6841 BENJAMIN FRANKLIN DRIVE COLUM BIA MD 21046 CO 1710 SAIC DRIVE MS 2-2-6 MCLEAN VA 22102	(x)	9A. AMENDMENT OF SOLICITATION NO.
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		9B. DATED (SEE ITEM 11)
--	--	-------------------------

	x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00062
--	---	--

		10B. DATED (SEE ITEM 13) 06/30/2009
--	--	--

CODE 8782112830000	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Exercise of Option Year 2 in accordance with FAR 52.217-9

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 copies to the issuing office.

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

DUNS Number: 878211283+0000
The purpose of this modification is to exercise CLIN 3, Option Year 2 and unilaterally extend the term of the contract from July 1, 2011 to June 30, 2012. Authority to extend the contract is pursuant to FAR 52.217-9, Option to Extend the Term of the Contract.

This modification is at no additional cost to the government.
AAP Number: 60362 DO/DPAS Rating: NONE
Discount Terms:
Net 30
FOB: Destination
Period of Performance: 07/01/2009 to 06/30/2014
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert Degnan
---	---

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. DATE SIGNED 5/25/11
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-D-00062/P00003

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 2 2

NAME OF OFFEROR OR CONTRACTOR
 SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	Change Item 0003 to read as follows (amount shown is the obligated amount): Option Year 2 Period of Performance 07/01/2011 through 06/30/2012				0.00

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00004 See Block 16C RNNC-10-00119

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE
 U.S. Dept. of Homeland Security U.S. Dept. of Homeland Security
 Office of Procurement Operations Office of Procurement Operations
 NPPD Acquisition Division NPPD Acquisition Division
 245 Murray Lane, SW 245 Murray Lane, SW
 Building 410 Building 410
 Washington DC 20528 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (x)
 CYBER AND INFORMATION SOLUTION COMP 9B. DATED (SEE ITEM 11)
 6841 BENJAMIN FRANKLIN DRIVE
 COLUM BIA MD 21046
 CO 1710 SAIC DRIVE MS 2-2-6
 MCLEAN VA 22102
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 HSHQDC-09-D-00062
 10B. DATED (SEE ITEM 13)
 06/30/2009
 CODE 8782112830000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 16, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office,

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 878211283+0000
 The purpose of this modification is to Change COTR from Romualdo Anselmo to Christian Onwuteaka. The contact information for Mr. Onwuteaka is as follows:
 Phone _____
 Email _____ (b)(6)

All other terms and conditions remain unchanged

AAP Number: 60362 DO/DPAS Rating: NONE

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Robert Degnan

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. DATE SIGNED
 _____ (b)(6) 6/20/11
 (Signature of person authorized to sign)

AMENDMENT OF SOLICITATION/MODIFICATION CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. RNNC-12-00065	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPAD/CS&	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPAD/CS&C
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORPORATION CYBER AND INFORMATION SOLUTION COMP 6841 BENJAMIN FRANKLIN DRIVE COLUM BIA MD 21046 CO 1710 SAIC DRIVE MS 2-2-6 MCLEAN VA 22102		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 8782112830000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00062	
		10B. DATED (SEE ITEM 13) 06/30/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 "Option to Extend the Term of the Contract" (Unilateral)
E. IMPORTANT:	Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

DUNS Number: 878211283+0000
The purpose of this Modification P00005 is to exercise Option Year 3 under CLIN 0004 to unilaterally extend the term of the contract from July 1, 2012 to June 30, 2013. Authority to extend the contract is pursuant to FAR 52.217-9, Option to Extend the Term of the Contract.

AAP Number: 60362 DO/DPAS Rating: NONE
Discount Terms:
Net 30
FOB: Destination

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SUSAN D. EICHER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. [REDACTED] (b)(6)
	16C. DATE SIGNED 14 May 2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-D-162/P00005

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NAME OF OFFEROR OR CONTRACTOR
 SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	Change Item 0004 to read as follows (amount shown is the obligated amount): Option Year 3 Period of Performance 07/01/2012 through 06/30/2013 Amount: \$0.00 (Option Line Item)				0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 12/06/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPAD/CS&	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPAD/CS&
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORPORATION CYBER AND INFORMATION SOLUTION COMP 6841 BENJAMIN FRANKLIN DRIVE COLUM BIA MD 21046 CO 1710 SAIC DRIVE MS 2-2-6 MCLEAN VA 22102		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 8782112830000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00062	
		10B. DATED (SEE ITEM 13) 06/30/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

DUNS Number: 878211283+0000

The purpose of this Modification P00006 is to correct an error in PRISM.

All other terms and conditions remain unchanged.

AAP Number: 60362 DO/DPAS Rating: NONE

Discount Terms:

Net 30

FOB: Destination

Change Item 0004 to read as follows (amount shown is the obligated amount):

Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-09-D-00062/P00006

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	Option Year 3				0.00

2. AMENDMENT/MODIFICATION NO. P00007
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO. RNCC-13-50073
 5. PROJECT NO. (if applicable)
 6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528
 7. ADMINISTERED BY (if other than item 6) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW, Mailstop D115 Washington DC 20528-0115
 CODE DHS/OFO/NPPAD/CS&C

8. NAME AND ADDRESS OF CONTRACTOR (inc., street, county, State and ZIP Code)
 SCIENCE APPLICATIONS INTERNATIONAL CORPORATION
 CYBER AND INFORMATION SOLUTION COMP
 6041 BENJAMIN FRANKLIN DRIVE
 COLUM BIA MD 21046
 CO 1710 SAIC DRIVE MS 2-2-8
 MCLEAN VA 22102
 CODE 8782112830000 FACILITY CODE
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00062
 10B. DATED (SEE ITEM 13) 06/30/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items B and 16, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X FAR 52.217-9, Option to Extend the Term of the Contract

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

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

DUNS Number: 878211283+0000
 The purpose of this Modification P00007 is to 1) exercise Option Period 4, CLIN 0005 from July 1, 2013 through June 30, 2014;
 2) change the Contract Specialist (CS) from Charles Strickland to Vaughn Oswald, Email Address (b)(6)
 3) change the Contracting Officer from Susan Eicher to Patricia Oliver, Email Address: (b)(6)
 4) change the Contracting Officer's Representative (COR) from Christian Onwuteaka to Lamar (b)(6)

10A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Patricia Oliver
 DATE SIGNED 08-13
 10B. DATE SIGNED 6/28/13
 10C. DATE SIGNED
 10D. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-09-D-00062/P00007

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	<p>(b)(6)</p> <p>FOB: Destination Period of Performance: 07/01/2013 to 06/30/2014</p> <p>Change Item 0005 to read as follows (amount shown is the obligated amount):</p> <p>Option Year 4 - Exercised Amount: \$0.00 (Option Line Item)</p>				0.00

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 28

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

1. DATE OF ORDER 02/28/2013		2. CONTRACT NO. (If any) HSHQDC-09-D-00062		6. SHIP TO: a. NAME OF CONSIGNEE	
3. ORDER NO. HSHQDC-13-J-00066		4. REQUISITION/REFERENCE NO. RNCS-13-00007		b. STREET ADDRESS	
5. ISSUING OFFICE (Address correspondence to) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528				c. CITY	
				d. STATE	e. ZIP CODE
7. TO: a. NAME OF CONTRACTOR SCIENCE APPLICATIONS INTERNATIONAL CORPORATION				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS CYBER AND INFORMATION SOLUTION COMP 6841 BENJAMIN FRANKLIN DRIVE COLUM BIA MD 21046 CO 1710 SAIC DRIVE MS 2-2-6				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY MCLEAN		e. STATE VA	f. ZIP CODE 22102	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE	

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

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 878211283+0000 This Task Order is issued under Science Applications International Corporation (SAIC) SETA II IDIQ Contract No. HSHQDC-09-D-00062 to obtain technical support to fulfill CS&C's mission and the Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME - Business Office (Invoice Proc.)						(b)(4)
b. STREET ADDRESS U.S. Dept. of Homeland Security Bldg. 410 245 Murray Drive, SW						
c. CITY Washington		d. STATE DC	e. ZIP CODE 20528			
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) SUSAN D. EICHER TITLE: CONTRACTING/ORDERING OFFICER		17(i) GRAND TOTAL

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

PAGE NO

2

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

DATE OF ORDER
02/28/2013

CONTRACT NO.
HSHQDC-09-D-00062

ORDER NO.
HSHQDC-13-J-00066

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	intent of the Office of Management and Budget (OMB) Circular A-119 on Government participation in voluntary standards development. The work to be performed shall be accomplished in accordance with the Statement of Work (SOW). CONTRACTOR'S ACCEPTANCE: CONTRACTOR'S AUTHORIZED SIGNATURE: TITLE: DATE: AAP Number: 201201874 DO/DPAS Rating: NONE Admin Office: U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 Period of Performance: 02/28/2013 to 02/27/2015					
0001	BASE - Identification and Scoping - SOW Para. 5.1 Labor-Hour (L/H) Total Ceiling Price: (b)(4) POP: 02/28/2013 - 08/27/2013 Product/Service Code: R425 Product/Service Description: SUPPORT-PROFESSIONAL: ENGINEERING/TECHNICAL Delivery: 08/27/2013 Accounting Info: CS00000-507-MA-52-06-02-002-90-05-0002-00-00-00-00-GE-OE-2580-CC3007 Funded: (b)(4)				(b)(4)	
1001	OPTION 1 Task 1 - Identification and Scoping - SOW Para. 5.1 and Task 2 - Research and Analysis - SOW Para. 5.2 Labor-Hour (L/H) Total Ceiling Price: (b)(4) POP: 08/28/2013 - 02/27/2014 Amount: (b)(4) (Option Line Item) Continued ...				0.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

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

PAGE NO

3

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

DATE OF ORDER
02/28/2013

CONTRACT NO.
HSHQDC-09-D-00062

ORDER NO.
HSHQDC-13-J-00066

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Product/Service Code: R425 Product/Service Description: SUPPORT-PROFESSIONAL: ENGINEERING/TECHNICAL Delivery: 02/27/2014					
1002	Option 1 - Travel Cost-Reimbursement Ceiling Price: \$5,000 POP: 08/28/2013 - 02/27/2014 Amount: \$5,000.00 (Option Line Item) Delivery: 02/27/2014				0.00	
2001	OPTION 2 Task 1 - Identification and Scoping - SOW Para. 5.1 and Task 2 - Research and Analysis - SOW Para. 5.2 Labor-Hour (L/H) Total Ceiling Price: (b)(4) POP: 02/28/2014 - 02/27/2015 Amount: (b)(4) (Option Line Item) Product/Service Code: R425 Product/Service Description: SUPPORT-PROFESSIONAL: ENGINEERING/TECHNICAL Delivery: 02/27/2015 Accounting Info: Funded: \$0.00 The total amount of award: \$1,281,546.80. The obligation for this award is shown in box 17(i).				0.00	

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

\$0.00

**STATEMENT OF WORK (SOW)
Cybersecurity Standards SETA (CS SETA)**

1. Reserved.
2. Task Order Title: CS SETA [*Cybersecurity Standards (CS) Scientific, Engineering, and Technical Assistance (SETA)*] Note: This action includes support for the Research and Standards Integration (RSI) program.
3. Background: RSI represents DHS's interests and exerts influence on the development of cybersecurity standards of importance to NCSD, CS&C, and DHS. RSI identifies key areas of concern to CS&C programs so as to focus work on the highest priority cybersecurity standards issues. RSI focuses on crucial areas of cybersecurity standards such as security automation; identity management and access control; incident information exchange; and supply chain risk management, all of which are vital to supporting a healthy cyber ecosystem. Standards contribute to a strong cyber ecosystem in various ways: they underpin trustworthy products and promote resilience and effective responses to cyber attacks.

RSI has several major roles in cybersecurity standards:

- 1) Lead coordination in CS&C to ensure efficient and effective use of personnel who contribute to standards development and address gaps in representation on national and international standards bodies.
- 2) Deepen understanding of and facilitate information sharing about cybersecurity standards across the CS&C. Effective knowledge management of this information is especially valuable in the ever-shifting atmosphere of the cybersecurity world, where many new standards are under draft, while published standards are regularly revised to keep pace with new technology, new performance measures, and new risks.
- 3) Promote the adoption of relevant standards into CS&C's operational systems and programs, to improve cybersecurity management capabilities.
- 4) Collaborate with DHS's Science and Technology Directorate and other Federal agencies on cybersecurity standards activities to harmonize US inputs to international standards development, to exchange information about plans and activities, and to leverage their subject matter expertise.
- 5) Participate in cybersecurity standards development organizations and influence the content of standards to meet the needs of CS&C and DHS, as well as the US and global cyber community.

RSI requires technical support to fulfill CS&C's mission and the intent of the Office of Management and Budget (OMB) circular A-119 on Government participation in voluntary standards development. In general, the support required includes technical studies, analyses, white papers and technical reports; identification or recommendations of standards with specific functionalities that have good potential for cybersecurity approaches, and technical contributions to government and non-government standards bodies such as the National Institute of Standards and

Technology (NIST), the International Telecommunication Union (ITU), the International Organization for Standardization (ISO), the Internet Engineering Task Force (IETF), the Institute of Electrical and Electronic Engineers (IEEE), and similar bodies.

4. **Scope:** This statement of work comprises two major areas of services: 1) Identification and Scoping and 2) Research and Analysis. This effort ensures continued support for the advancement and development of cybersecurity standards. The contractor shall furnish personnel, program management, and resources necessary for the required support. There are no Other Direct Costs required under this Task Order.
5. **Specific Tasks:** RSI represents CS&C's interests and exerts influence in national and international cybersecurity standards development processes that affect the security of US critical infrastructures. RSI assesses and contributes to standardization efforts at the national and international levels, and promotes the security of information and communications technology for both the public and private sectors. RSI monitors key standards bodies and cybersecurity standards that are consistent with US Government interests and/or the interests of US information and communications technology companies. RSI's participation in standards development ensures global competitiveness in ICT technologies.

5.1. **Task 1 – Identification and Scoping:** RSI supports the NCSD program offices in identifying areas of primary focus in cybersecurity standardization and helps to prioritize the work areas and engagements with key standards bodies. RSI's increased engagement with NCSD program offices supports the collection of specific requirements that help shape the development of future and existing standards while addressing NCSD's mission and promoting its value across key standards bodies. Raising engagement levels, however, requires a deep understanding of the standards landscape and the standards bodies playing an important role in cybersecurity standards development critical to the NCSD mission.

The contractor shall perform the following tasks:

- Assess the current landscape of cybersecurity standardization activities across standards bodies.
- Develop a plan and a strategy to identify appropriate areas of focus related to cybersecurity standardization and the NCSD mission.
- Develop a risk and impact model to identify weaknesses and potential vulnerabilities in cybersecurity standardization of services and related ICT technologies.

5.2. **Task 2 – Research and Analysis:** RSI supports the NCSD program offices by identifying emerging needs for ICT standards and performing the necessary analysis to identify focus areas and influence cybersecurity standards that are of interest to the NCSD mission and the US Government. RSI provides support to NCSD program offices in the analysis of cybersecurity domains or Communities of Interest (COIs) (e.g., incident handling and incident information exchange, identity management and access control, supply chain risk

management, security metrics and cloud computing), emerging technologies, and internal cybersecurity activities such as:

- Cyber incident handling and incident information exchange capabilities in support of CS&C operational environments.
- Supply chain risk management standards focused on threats to the supply chain (e.g., supply chain disruptions such as thefts, loss of suppliers, etc.) and from the supply chain (e.g., compromised or faulty products and services).
- Security of next generation networks. Standards for network architecture must provide, for example, end-to-end security mechanisms, secure management of identity information, and protection of transactions conducted over the network.
- First responders, who are a key DHS constituency. For standards that ensure the security and availability of emergency communications, particularly as first responders migrate to Internet-based and mobile communications technologies.

The Contractor shall perform the following tasks:

- Provide a comprehensive cybersecurity standardization analysis approach, based on identified NCSD requirements, to determine weaknesses and vulnerabilities and to identify areas of improvement.
- Conduct research and analysis to identify gaps in cybersecurity standards and their potential implementation in NCSD operational environments.
- Conduct an analysis of the cybersecurity work of major standards bodies and identify gaps and recommend areas of improvement based on NCSD requirements.
- Identify issues in cybersecurity standards, evolving technologies and applications across standards bodies (e.g., cloud computing, identity management, network sensors, supply chain risk management, security automation).
- Provide recommendations of cybersecurity standards required to enhance the capabilities of NCSD operations and critical infrastructure.

- 6. Place of Performance and Travel:** The Contractor's primary place of performance under this task order will be at its facility (ies). Frequent travel between the Contractor's facility(ies) and DHS locations to support RSI is anticipated. Contractor personnel will be notified in advance when Temporary Duty (TDY) travel is required. Refer to the Basic Contract Clause in Section H for reimbursement of travel costs incurred under this task order.
- 7. Period of Performance:** This task order will have a period of performance of 24 months consisting of: one 6-month Base, one 6-month Option – Option 1, and one 12-month Option – Option 2. The Government may exercise the options at any time during the life of the task order in compliance with FAR clause 52.217-9.

8. Deliverables/Delivery Schedule:

Final documentation deliverables shall be provided in hard and soft copy (or as directed by the government program manager) for the products specified below. Daily, weekly, interim, informal deliverables and working-copy products may be provided electronically, by email or disk, or as directed by the Contracting Officer's Representative (COR). The Government and Contractor will mutually agree upon the format to be used for each deliverable, excluding the Monthly Status Report which is currently defined in SETA II Contract No. HSHQDC-09-D-00062.

Task#	Deliverable Title	Due / Frequency	Distribution
1	Task Order Management Plan (TOMP)	As directed by the COR	COR and Govt Task Lead
2	Initial Technical Interchange Meeting (TIM)	As directed by the COR	Govt Task Lead
3	Quarterly Program Status Report (QPSR)	Quarterly	Govt Task Lead
4	Monthly Status Report (MSR)	Monthly	Govt Task Lead
5	Assess the current landscape of cybersecurity standardization activities across standards bodies.	As directed by the COR	Govt Task Lead
6	Develop a plan and a strategy to identify appropriate areas of focus related to cybersecurity standardization and the NCSD mission.	As directed by the COR	Govt Task Lead
7	Develop a risk and impact model to identify weaknesses and potential vulnerabilities in cybersecurity standardization of services and related ICT technologies.	As directed by the COR	Govt Task Lead
8	Provide a comprehensive cybersecurity standardization analysis approach, based on identified NCSD requirements, to determine weaknesses and vulnerabilities and to identify areas of improvement.	As directed by the COR	Govt Task Lead
9	Provide research and analysis reports on identified gaps in cybersecurity standards and their potential implementation in NCSD operational environments.	As directed by the COR	Govt Task Lead
10	Provide an analysis and report on the cybersecurity work of major standards bodies as well as identify gaps and recommend areas of improvement based on NCSD requirements.	As directed by the COR	Govt Task Lead

11	Report on identified issues in cybersecurity standards, evolving technologies and applications across standards bodies (e.g., cloud computing, identity management, network sensors, supply chain risk management, security automation).	As directed by the COR	Govt Task Lead
12	Provide recommendations of cybersecurity standards required to enhance the capabilities of NCSD operations and critical infrastructure.	As directed by the COR	Govt Task Lead

Standard Distribution: Transmittal email, with the deliverable attached, to the appropriate Government Task Lead, with a copy provided to the COR.

Provide all final document deliverables, including daily, weekly, interim, informal deliverables, working-copy products required for on-going general support, and formal deliverables, via email, CD, or DVD, as arranged. The Government may establish a maximum page limit on deliverables. Deliverables will use the current DHS version of Microsoft Word, PowerPoint and/or other DHS standard application software unless otherwise arranged.

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

9. Security: Contractor personnel assigned to this task order shall possess Secret personnel security clearances, commensurate with their required access to classified information, issued by the Defense Security Service (DSS). All Contractor personnel must meet DHS Suitability requirements as specified in this Task Order. All services provided must be in accordance with DHS Management Directive 4300.1 as implemented by DHS 4300A and/or 4300B Policies and Handbooks. Access to DHS IT Systems is governed by DHS 4300A, Sensitive Systems Policy, and DHS 4300 A, DHS National Security System Handbook.

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

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware and/or software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- A description of all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model.

- In compliance with OMB mandates, all network hardware shall be IPv6 compatible without modification, upgrade, or replacement.

11. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI):

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

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

12. Packaging, Packing, and Shipping: Refer to Section D requirements in Contract No. HSHQDC-09-D-00062.

13. Inspection and Acceptance Criteria:

The Government Task Lead will review draft and final deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance within the guidelines/requirements of the task order and will be coordinated with the COR regarding its acceptability. The Contractor shall ensure the accuracy and completeness of all deliverables in accordance with referenced policy, regulations, laws, and directives. Reports and presentations shall be concise and clearly written. Errors, misleading or unclear statements, incomplete or irrelevant information, and/or excessive rhetoric, repetition, and "padding", or excessive length if a page limit is imposed, shall be considered deficiencies and will be subject to correction by the Contractor at no additional cost to the Government. Unless otherwise indicated, the Government will require 20 workdays to review and comment on deliverables. If the deliverable does not meet the noted criteria, the Government will return it.

A rejected deliverable will be handled in the following manner.

- After notification that the deliverable did not meet the acceptance criteria the Contractor shall resubmit updated/corrected version 10 workdays after receipt of Government comments
- Upon the Contractor's re-submission, the Government will reapply the same acceptance criteria. If the deliverable does not meet it a second time, the Government might consider the Contractor as having deficient performance with respect to the task.

- 14. Applicable Documents:** Only documents referenced within the specified requirements of these documents cited are applicable, and only to the extent they specifically apply to the requirement. In the event of conflict between documents referenced and the contents of this SOW, the contents of this SOW takes precedence.
- 15. Material/Other Direct Costs (ODC):** *This paragraph is only applicable if funding for ODCS is provided. At time of award, it is not envisioned that ODCs will be required.* The Contractor shall procure material/ODCs when essential to task performance and approved by the COR and the Contracting Officer. As cost and availability of the materials are identified, the Contractor will request permission to obtain as an integral part of this task from the Contracting Officer.
- All materials purchased by the Contractor for the use or on behalf of the Federal Government shall become the property of the Federal Government.
 - The Contractor shall document the transfer of materials in addition to an account of all materials consumed during the performance of the task order.
 - The Contractor shall furnish a copy of such documents at Quarterly Program Status Review meetings.

16. Accessibility Requirements (Section 508):

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

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

Section 508 Applicable EIT Accessibility Standards

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

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

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

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

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

Section 508 Applicable Exceptions

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent and a determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

Section 508 Compliance Requirements

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

All tasks for testing of functional and/or technical requirements must include specific testing for Section 508 compliance, and must use DHS Office of Accessible Systems

Contract No. HSHQDC-U9-D-00062/Task Order HSHQDC-13-J-U0066

and Technology approved testing methods and tools. For information about approved testing methods and tools send an email to accessibility@dhs.gov.

Supplemental Clauses

1. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

2. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 months.

3. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

NUMBER	TITLE	DATE
52.245-1	Government Property	AUG 2010
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.204-2	Security Requirements	AUG 1996
52.222-17	Nondisplacement of Qualified Workers	JAN 2013
52.222-50	Combating Trafficking in Persons	FEB 2009
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	FEB 2007

1.5 HSAR Clauses (Incorporated in Full Text).

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

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

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

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

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

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

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

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

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

- (1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
- (2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

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

I.5.3 HSAR 3052.204-71 Contractor Employee Access (JUN 2006). WITH ALT II (JUN 2006)

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network

drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

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

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

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

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

**ALTERNATE I
(SEP 2012)**

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

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

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

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component.

It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

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

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

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

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

(End of clause)

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

1. General

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

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

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

1.1 Additional Information for Classified Contracts

Performance of this contract requires the Contractor to gain access to classified National Security Information (includes documents and material). Classified information is Government information which requires protection in accordance with Executive Order 13526, National Security Information (NSI) as amended and supplemental directives.

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

1.2 General Requirement:

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

2.0 Contractor Personnel

2.1 Employment Eligibility

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

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

2.2 Continued Eligibility

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

2.3 Termination

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

3.0 Suitability Determination

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

Contract employees waiting for an EOD decision may begin work on the task order provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings, non-recurring meetings and begin transition work.

4.0 Background Investigations

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

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

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

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

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

(3) The waiver must be in the best interest of the Government.

5.0 Information Technology Security Clearance

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

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

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

6.0 Information Technology Security Training and Oversight

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

7.0 References

7.1 DHS Office of Security

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

I.5.5 HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this Clause:

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

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

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

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the four (4)-year period beginning on the date which is two (2) years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

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

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

(e) Treatment of Certain Rights.

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

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

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

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

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#);

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#), but it has submitted a request for waiver pursuant to [3009.104-74](#), which has not been denied; or

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

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

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

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more Offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting is if an offeror may have had access to non-public information gained in the performance of a DHS contract that could provide them with an unfair competitive advantage regarding the instant acquisition.

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

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

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

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

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

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

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

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

I.5.7 HSAR 3052.209-73 Limitation of Future Contracting (JUN 2006)

6. 3052.209-73 Limitation of Future Contracting (Jun 2006)

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

(b) The nature of this conflict is the contractor may have had access to non-public information gained in the performance of a DHS Contract that could provide them with an unfair advantage regarding this acquisition.

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

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

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

(End of clause)

7. Advertisements, Publicizing Awards, and News Releases

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

8. Observance of Legal Holidays and Administrative Leave

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

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

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

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

- (A) Granting administrative leave to non-essential DHS employees (e.g., unanticipated holiday);
- (B) Inclement weather;
- (C) Failure of Congress to appropriate operational funds;
- (D) Or any other reason.

(2) In such cases, contractor personnel not classified as essential, i.e., not performing critical round-the-clock services or tasks, who are not already on duty at the facility, shall not report to the facility. Such contractor personnel already present shall be dismissed and shall leave the facility.

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

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

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

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

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

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

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

9. Invoices

The contractor shall submit invoices electronically to the following email addresses:

NPPDInvoice.Consolidation@ice.dhs.gov

Contracting Officer:

Contract Specialist:

(b)(6)

Contracting Officer's

The Contractor shall invoice once a month after the close of the month of performance.

Invoice Content and Format:

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

- 1) Cover sheet identifying DHS;
- 2) Contract Number;

- 3) Modification Number, if any;
- 4) DUNS Number;
- 5) TIN; and
- 6) Month of services provided

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

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

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

Local travel costs will not be reimbursed. All Temporary Duty Travel (TDY) shall be in accordance with the Federal Travel Regulation (FTR). The Contractor shall obtain Government approval in advance of incurring any costs associated with TDY travel. Government approval is provided by the Contracting Officer's Representative (COR). The Contractor shall provide estimated costs with its approval request. Allowable and reasonable costs incurred by the Contractor for TDY travel will be reimbursed within the Not-To-Exceed established by this contract. In accordance with the FTR, allowable TDY travel costs include, but are not limited to, the following: airfare; train fare; lodging; room taxes; meals and incidental expenses (M&IE); car rental (includes refueling); ground transportation to/from airport (includes taxi, train, etc.). Use of personal vehicle to/from airport includes associated mileage and parking fees (excludes refueling). Unless approved in advance, lodging and M&IE shall not exceed GSA per diem rates. In accordance with the FTR, receipts shall be provided for each incidental expense incurred which exceeds \$75.00. If it is impracticable to furnish said receipts in any instance as required by the FTR, the failure to do so shall be fully explained. Mere inconvenience in the matter of taking receipts will not be considered. Once proposed costs are approved by the Government, the Contractor shall not exceed the funded ceiling.

The Contractor shall obtain Government approval in advance of incurring any costs associated with ODCs. Government approval is provided by the COR. The Contractor shall provide estimated costs, including any quotes, with its approval request. Allowable and reasonable costs incurred by the Contractor for ODCs will be reimbursed within the Not-To-Exceed established by this task order. The Contractor shall not charge the Government any associated fees or profit over actual costs incurred for ODCs. Allowable ODCs which are necessary and directly support task order work include, but are not limited to, the following: materials for meetings, reproduction, graphics, printed materials and advertisements via various media. Receipts shall be provided for each ODC incurred. Once proposed costs are approved by the Government, the Contractor shall not exceed the funded ceiling.

11. Site Visit Authorization

The Contractor's request for visit authorization to the Government facilities located at Glebe Road, Arlington, Virginia shall be submitted in accordance with the Glebe Road visitor policy.

12. Security Review

The Government may elect to conduct periodic reviews to ensure the security requirements contained in this task order are being implemented and enforced. The Contractor shall afford DHS, including the organization of the DHS Office of the Chief Information Officer (CIO), the Office of the Inspector General (OIG), the authorized COR, and other Government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this task order. The Contractor shall contact the DHS Chief Information Security Officer to coordinate and participate in the review and inspection activity of Government oversight organizations external to the DHS. Access shall be provided to the extent necessary 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 DHS data or the function of computer systems operated on behalf of DHS, and to preserve evidence of computer crime.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 3
2 AMENDMENT/MODIFICATION NO P00001	3 EFFECTIVE DATE 07/08/2013	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO. (if applicable)
6 ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPAD/CS&	7 ADMINISTERED BY (if other than Item 6)	CODE
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORPORATION CYBER AND INFORMATION SOLUTION COMP 6841 BENJAMIN FRANKLIN DRIVE COLUM BIA MD 21046 CO 1710 SAIC DRIVE MS 2-2-6 MCLEAN VA 22102		(x) 9A AMENDMENT OF SOLICITATION NO	
CODE 8782112830000 FACILITY CODE		9B DATED (SEE ITEM 11)	
		x 10A MODIFICATION OF CONTRACT/ORDER NO HSHQDC-09-D-00062 HSHQDC-13-J-00066	
		10B DATED (SEE ITEM 13) 02/27/2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

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

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
x	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.204-2 "Security Requirements" JUN 2006 and Task Order Clause I.5.4
	D OTHER (Specify type of modification and authority)

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

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

- DUNS Number: 878211283+0000
- The purpose of Modification P00001 is to incorporate the DD Form 254 into this Task Order HSHQDC-13-J-00066. This action is effected at no increase in price.
 - All other terms and conditions remain unchanged.
- AAP Number: 201201874 DQ/DPAS Rating: NONE
Period of Performance: 02/28/2013 to 02/27/2015

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

(b)(6)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SUSAN D. EICHER
	16B. UNITE (b)(6) C DATE SIGNED 7-9-2013

2. AMENDMENT/MODIFICATION NO. P00002 3. EFFECTIVE DATE 08/28/2013 4. REQUISITION/PURCHASE REQ. NO. RNCC-13-10023 5. PROJECT NO. (If applicable) 1 3

6. ISSUED BY CODE DHS/OPO/NPPAD/CS& 7. ADMINISTERED BY (If other than Item 6) CODE
 U.S. Dept. of Homeland Security
 Office of Procurement Operations
 NPPD Acquisition Division
 245 Murray Lane, SW
 Building 410
 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 SCIENCE APPLICATIONS INTERNATIONAL CORPORATION
 CYBER AND INFORMATION SOLUTION COMP
 6841 BENJAMIN FRANKLIN DRIVE
 COLUM BIA MD 21046
 CO 1710 SAIC DRIVE MS 2-2-6
 MCLEAN VA 22102

9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x
 HSHQDC-09-D-00062
 HSHQDC-13-J-00066
 10B. DATED (SEE ITEM 13)
 02/27/2013

CODE 8782112830000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: CS00000-507-MA-52-06-02-002-90-05-0002-00-00-00-00-GE-OE-2580-CC3023 (b)(4)

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X FAR 52.217-9 Option to Extend the Term of the Contract (Unilateral Modification)

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

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

DUNS Number: 878211283+0000
 The purpose of this Modification P00002 to Task Order HSHQDC-13-J-00066 is to exercise Option Period #1 and fully fund Option 1 CLINS 1001 - Labor and 1002 - Travel in support of the Department of Homeland Security (DHS), National Cybersecurity Division (NCSD), Network Security Deployment (NSD) for the Research and Standards Integration (RSI) Program.

As a result of the foregoing, funding under Task Order HSHQDC-13-J-00066 is increased from (b)(4)

2. The period of performance (POP) of Task Order HSHQDC-13-J-00066 is extended from 08/28/2013 through 02/27/2014.
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 SUSAN D. EICHER
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 15E. (b)(6) 16C. DATE SIGNED
 8.14.13
 (Signature of person authorized to sign)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-D-00062/HSHQDC-13-J-00066/P00002

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NAME OF OFFEROR OR CONTRACTOR
 SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	<p>3. (b)(4) fully funds CLIN 1001 Task 1 - Identification and Scoping - Task 2 - Research & Analysis</p> <p>4. \$5,000.00 fully funds Travel CLIN 1002</p> <p>All other terms and conditions remain unchanged and in full force and effect.</p> <p>AAP Number: 201201874 DO/DPAS Rating: NONE Delivery: 02/27/2014 Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>Mark For: Department of Homeland Security Office of Procurement Operations 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 02/28/2013 to 02/27/2015</p> <p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p> <p>OPTION 1 Task 1 - Identification and Scoping - SOW Para. 5.1 and Task 2 - Research and Analysis - SOW Para. 5.2 Labor-Hour (L/H) Total Ceiling Price: (b)(4) POP: 08/28/2013 - 02/27/2014 Product/Service Code: R425 Product/Service Description: SUPPORT- PROFESSIONAL: ENGINEERING/TECHNICAL</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-D-00062/HSHQDC-13-J-00066/P00002

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NAME OF OFFEROR OR CONTRACTOR
 SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002	Change Item 1002 to read as follows (amount shown is the obligated amount): Option 1 - Travel Cost-Reimbursement Ceiling Price: \$5,000 POP: 08/28/2013 - 02/27/2014 Contracting Officer Representative: Juan Gonzales (b)(6) Contracting Officer: Susan Eicher (b)(6) Contract Specialist: Frederick Thompson (b)(6)				5,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. RNCC-14-60005	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPAD/CS&	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORPORATION CYBER AND INFORMATION SOLUTION COMP 6841 BENJAMIN FRANKLIN DRIVE COLUM BIA MD 21046 CO 1710 SAIC DRIVE MS 2-2-6 MCLEAN VA 22102		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 8782112830000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00062 HSHQDC-13-J-00066	
		10B. DATED (SEE ITEM 13) 02/27/2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 878211283+0000

The purpose of this Modification P00003 to Task Order HSHQDC-13-J-00066 is to add John Sourinho as the Alternate Contracting Officer's Representative (ACOR) under Task Order HSHQDC-13-J-00066.

All other terms and conditions remain unchanged and in full force and effect.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SUSAN EICHER
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED (b)(6)
	16C. DATE SIGNED 11/22/2013

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	AAP Number: 201201874 DO/DPAS Rating: NONE Period of Performance: 02/28/2013 to 02/27/2014 Contracting Officer's Representative: [Redacted] (b)(6) Alternate Contracting Officer's Representative: John Sourinho [Redacted] (b)(6) Contracting Officer: Susan Eicher [Redacted] (b)(6) Contract Specialist: Frederick Thompson [Redacted] (b)(6)				