

U.S. Department of Homeland Security



PACTS II

Program Management, Administrative, Operations, and Technical Services

**Sciolex Corporation
HSHQDC-16-D-P2022
Functional Category 2 Base Contract**

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SECTION A – SF-33

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 General

The Program Management, Administrative, Operations (Clerical), and Technical Services program, hereafter referred to as PACTS II, is designed to establish a portfolio of Department- wide Indefinite-Delivery, Indefinite Quantity (IDIQ) contracts for non-information technology (IT) support services that will enable DHS business and program units to accomplish their mission objectives, as well as cross-organizational missions. In support of Executive Order 13360, PACTS II is a 100% SDVOSB set-aside consisting of two (2) Functional Categories (FCs) of services; FC1 will include Program Management (P) and Technical (T) services, and FC2 will include Administrative (A) services and Operations (OS) (i.e. clerical).

The contracts issued as a result of this solicitation will be available for use by all Components of the U.S. Department of Homeland Security (DHS).

The Contractor shall provide services under the designated Functional Category, in accordance with issued task orders (TOs). TOs will be issued in accordance with the procedures set forth in Section G of the resultant contract. Additionally, TOs may include incentives, performance based measures, and/or option periods.

The scope of services under PACTS II is defined in Section C.

B.2 Base and Option Periods

The term of this IDIQ contract is a two (2) year base period and three (3) option periods with a period of performance of one (1) year each. This is not a multi-year contract as defined in FAR Part 17.1. TOs will be issued with specific performance periods.

B.3 Contract Type & Pricing

PACTS II allows for Fixed-Price (FP) and its various forms as indicated in Federal Acquisition Regulation (FAR) Part 16.2, and Time-and-Materials (T&M) or Labor-Hour (LH) as defined in FAR Part 16.6 pricing arrangements at the TO level. TOs may also combine more than one (1) pricing arrangement (e.g., FP/LH, etc.), although separate CLINs are required for each type.

B.3.1 Time-and-Materials/Labor-Hour/Fixed-Price Rates

All individual TOs issued for services to be performed within the United States will be priced in accordance with the ceiling hourly labor rates set forth in Section B.4, Ceiling Labor Category Rate Table. The ceiling labor rates in B.4 reflect the maximum fully-burdened labor rates for each labor category that may be proposed or utilized in TOs issued under PACTS II. The fully burdened labor rates set forth in section B.4. do not include overtime compensation for Wage Determination applicable labor categories subject to the Service Contract Act (SCA). The labor categories, ceiling hourly rates and ceiling indirect administrative cost rates are detailed in Section B.4, Ceiling Labor Category Rate Table. The fully burdened hourly rates are ceiling rates, and the Contractor may, at its discretion, elect to propose lower hourly rates for individual TOs.

Under no circumstances shall the Contractor propose or provide invoices for hourly labor rates above the ceiling labor rates set forth in Section B.4, Ceiling Labor Category Rate Table. The exceptions to the fully burdened ceiling labor rates in B.4 are (1) required upward rate adjustments based on SCA Wage Determination Indices changes, and (2) required upward rate adjustments based on overtime compensation for Wage Determination applicable labor categories.

(a) Labor. Section B.4, Ceiling Labor Category Rate Table provides fully-burdened ceiling hourly rates for each labor category. When responding to a TO Request for Proposal (TORFP), regardless of TO type, the Contractor shall identify both Prime and Team Member (i.e., Subcontractor) labor using the PACTS II Labor Categories that apply. The fully-burdened labor rates include all direct, indirect, general and administrative, overhead costs, and profit associated with providing the required skill. The rate of compensation for overtime pay premiums will be specified at the task order level. For Wage Determination applicable labor categories, if overtime is required at the TO level, overtime will be compensated in accordance with the Service Contract Act and the Fair Labor Standards Act and prescribed in the Code Of Federal Regulations (-CFR) Title 29: Labor §778—OVERTIME COMPENSATION. The general overtime pay standard requires that overtime must be compensated at a rate not less than one and one-half times the regular rate at which the employee is actually employed. The regular rate of pay at which the employee is employed may in no event be less than the statutory minimum. Guidance on how overtime for SCA covered wages is proposed and invoiced in a TO response will be specified in the TORFP.

(1) Government Site Rates. When performing at Government sites (GS), the Contractor shall provide services at or below the fully-burdened ceiling labor rates indicated in Section B.4, Ceiling Labor Category Rate Table. The Government will provide office space, furniture, and office equipment and supplies, as described in Section H.4, Government Property and as specified in the individual TOs.

(2) Contractor Site Rates. When performing at a Contractor site (CS), the Contractor shall provide services at or below the fully-burdened ceiling labor rates included in Section B.4, Ceiling Labor Category Rate Table, which include loads 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.), and normal copying and reproduction costs.

(b) Program Management (Contract-Level) Support Costs. Contract-level program management support costs shall not be billed as a direct charge to the PACTS II base contract or individual TOs. These program management support costs shall be included within each fully burdened labor category rate, and shall not be proposed as separate labor categories. Program management support costs encompass support for contract-

level management, reporting requirements (see Section F), and related travel and meeting

attendance costs associated with the Contractor's program management staff, as it relates to the overall management of the PACTS II program.

(c) Project Management (Task Order-Level) Support Costs. Contract-level program management support costs are differentiated from individual TO project management support costs. TO Project Management support costs may, if approved by the TO Contracting Officer (CO), be billed as hourly labor rates or on a lump sum fixed-price basis against individual TOs for direct support of the effort performed under those TOs.

(d) Materials (i.e., Ancillary Support). "Materials" as a form of direct TO costs, are defined under FAR 16.601 to mean –

- i. Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
- ii. Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
- iii. Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and
- iv. Applicable indirect costs.

Materials represent ancillary support that is integral and necessary as part of a total integrated solution within the scope of PACTS II for which there is not a labor category specified in the contract. Ancillary labor shall not exceed more than ten percent (10%) of the total price of the TO for each applicable TO period.

B.3.2 Fixed-Price (FP) Type TOs

Fixed-Price (FP) is defined under FAR 16.201, Fixed-Price Contracts, and other applicable agency-specific regulatory supplements. Fixed-Price Incentive is defined under FAR 16.403, Fixed-price incentive contracts, and other applicable agency-specific regulatory supplements. Partial payment of FP type TOs may be negotiated based on the completion of milestones, at the discretion of, and if approved by, the TO CO.

B.3.3 Time-and-Materials (T&M) and Labor-Hour (LH) Type TOs

Time-and-Materials (T&M) and Labor-Hour (LH) is defined under FAR Subpart 16.6, T&M and LH Contracts, and other applicable agency-specific regulatory supplements. For T&M and LH type TOs, the quantity of hours ordered from each labor category will be specified as deliverable hours billable at the ceiling rates specified in Section B.4 Ceiling Labor Category Rate Table or as negotiated, if lower rates are proposed for the TO. Profit on materials is not allowable.

The cumulative extended total of all labor categories ordered plus materials will define the TO ceiling price. TOs may, at the unilateral discretion of the TO CO, authorize transfers between labor categories for up to ten percent (10%) of the total cost of the TO, within the established individual TO ceiling price, without a written TO modification. The Government will not reimburse the Contractor for costs incurred beyond the ceiling

price, for hours not delivered, for hours delivered but in excess of the quantities ordered

for a particular labor category or for materials exceeding the ordered amount. Labor dollars will not be used to pay for materials nor material dollars used to pay for labor without a written TO modification.

B.4 CLIN Rate Table

The CLIN Rate Table includes- 1) Hourly Labor Rates - all fully-burdened ceiling labor category rates, AND 2) indirect burden ceiling rates applied to materials (ancillary support) for performance of the requirements as specified in TOs. Fully loaded labor rates are the maximum allowable for the contractor.

The markup percentages for Travel, Subcontracts, and Other Direct Costs should be included in the CLIN Rate Table as CLINs XXX3 and XXX4. The markup percentages for base year 2 and the three option years shall be based on base year 1 CLINs XXX3 and XXX4 with escalation which reflects the Offeror's best judgment. These escalation percentages / ceiling labor rates will not be revised over the life of the contract. CLINs XXX5 and XXX6 are reserved for Materials - Travel, Subcontracts (for supplies and incidental services for which there is not a labor category specified in the contract), and Other Direct Costs to be inserted upon Task Order award. Both the CLIN Rate Table and the Hourly Labor Rates are found in in *Attachment J-1 -Pricing Templates*. The Labor Categories and Qualifications are found in *Attachment J-2- Labor Categories and Qualifications*.

(End of Section B)

SECTION C – STATEMENT OF WORK

C.1 General

C.1.1 Objective

The primary goal of this acquisition is to establish a suite of Department-wide Indefinite-Delivery Indefinite-Quantity (IDIQ) contracts for non-IT (Operations (Clerical) and Administrative) services that will enable DHS to accomplish mission objectives. The acquisition and resulting multiple award contracts will collectively be referred to as PACTS II and are designed to offer a broad range of services and solutions to fulfill component and departmental service needs. This contract’s Statement of Work (SOW) is comprised of one (1) of the two (2) comprehensive **Functional Categories (FC) of services**: FC1 — Program Management (P) and Technical (T) services; and FC2 – Administrative (A) and Operations (OS) Services. **FC2 is covered by this contract.** Specific requirements will be further identified and defined at the TO level.

C.1.2 Scope

The Contractor shall provide the full range of FC2 – Administrative (A) and Operations (OS) Services to meet the mission needs of DHS. As identified in Task Orders (TOs), the services provided under PACTS II will support DHS on a nationwide basis. The services under PACTS II will not be used for outside the continental United States. (OCONUS). The Contractor shall furnish the necessary labor personnel and materials (equipment, facilities, travel, and ancillary labor) required to satisfy the TO requirements. While this SOW identifies one (1) Functional Category, the suite of resulting contracts are intended to satisfy a full range of related requirements, although they will not preclude the use of other vehicles and contracts to meet specific needs.

All prime Contractors awarded IDIQ contracts under PACTS II must be Service-Disabled Veteran-Owned Small Businesses. The primary North American Industry Classification System (NAICS) Code and size standard for Functional Category 2 (FC2) are as follows:

Functional Category (FC)	Description	Primary NAICS Code	Size Standard
FC2	Administrative and Operations Services	561110	\$7M

C.1.3 Contract and TO Management

Contract and TO management is a mandatory element for all TOs issued under the PACTS II contract. The objective of contract and TO management is to provide the program management, project control and contract administration efforts which are

necessary to manage a high volume, multiple customers, multiple TO-type vehicles for a large, diversified team so that the cost, schedule and quality requirements of each TO are tracked, communicated to the Government, and ultimately attained. The use of commercially-available automated tools (contractor provided) and the application of expertise on processes and metrics that support TO management are encouraged to achieve the above objectives. The objective of the tools is to provide quicker access, improved accuracy, and enhanced accessibility for Contractors/clients. Additionally, they will promote timely monitoring of status/deliverables; facilitate the tracking of the quality of work products, and gauging overall customer satisfaction.

C.2 Functional Category

The Contractor shall furnish the full range of solutions and non-IT services (Operations (Clerical), and Administrative) necessary to meet the scope of the requirement of this contract and individual TOs issued under it. All solutions and services must meet the DHS policies, standards, and procedures identified in the individual TOs.

C.2.1 Functional Category 2 – Administrative and Operations Services – NAICS code 561110

Administrative and Operations Services. The Contractor shall provide day-to-day office administrative support services, such as financial planning; billing and recordkeeping; and personnel.

Additionally, the contractor shall provide a range of business operations support services to include letter drafting; document editing or proofreading; typing, word processing or desktop publishing; and other secretarial services, answering telephone calls and relaying messages to clients, postal and mailing services and one or more other office support services, such as facsimile services, and word processing services.

Court Reporting and Stenotype Services. The Contractor shall also provide verbatim reporting and stenotype recording of live legal proceedings, and transcribe subsequent recorded materials and any other business support services, for example address bar coding services, bar code imprinting services, and mail presorting services.

(End of Section C)

SECTION D – PACKAGING AND MARKING

D.1 Markings

All deliverables submitted to the PACTS II Administrative Contracting Officer (ACO), the PACTS II Program Manager, the TO Contracting Officer, or the TO Contracting Officer's Representative (COR) shall be accompanied by a packing list or other suitable shipping documentation that shall clearly indicate the following:

- (a) Contract number;
- (b) TO 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 or unique marking requirements may be addressed in individual TOs.

D.2 Branding

The Contractor shall comply with the requirements of any DHS Branding and Marking policies as outlined in Management Directive Number: 123-06. As a matter of law, Federal criminal statutes prohibit unauthorized uses of the DHS Seal. In addition, DHS policy prohibits granting authorization for certain commercial uses of the Seal. It is permissible to reference DHS in materials if the reference is limited to true, factual statements. The words DHS and/or Homeland Security should appear in the same color, font, and size as the rest of the text in the document.

The DHS seal cannot be used in any manner that implies DHS endorsement of commercial products or services, the user's policies or activities, or on any article that may discredit the seal or reflect unfavorably on DHS. Any use of the DHS seal is approved by the Secretary or his/her designee.

Requests to use the DHS seal shall be submitted using Attachment J-3, *DHS Official Seal Usage Approval Form MD No.0030*. The Comments section should be used to describe why use of the seal is being requested, and how it will be used. Completed forms should be sent to the Department's Office of Public Affairs via e-mail at branding@hq.dhs.gov with a carbon copy (CC) to the TO Contracting Officer, or a hard copy can be filled out, printed, and faxed to (202) 282-8775 and to the TO Contracting Officer.

(End of Section D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

FAR Clause No.	Title and Date
52.246-2	Inspection of Supplies – Fixed Price (AUG 1996)
52-246-4	Inspection of Services – Fixed Price (AUG 1996)
52.246-6	Inspection of Services – Time-and-Material or Labor-Hour (MAY 2001)
52.246-16	Responsibility for Supplies (APR 1984)
52.246-20	Warranty of Services (MAY 2001)

(End of clause)

E.2 Inspection and Acceptance

Unless otherwise specified in the contract or applicable TO, inspection and acceptance of all work and services performed will be in accordance with the FAR clauses incorporated at Section E.1, Clauses Incorporated by Reference, as applicable.

E.3 Scope of Inspection/Review of Deliverables

All deliverables will be inspected for content, completeness, accuracy and conformance to applicable contract or TO requirements by the cognizant contract COR or TO COR as detailed in the applicable TOs. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the contract or applicable TO.

Unless otherwise agreed to by the parties, the Government will provide written acceptance, comments, and/or change requests, if any, within thirty (30) business days from receipt of the deliverable. If written acceptances, comments, notice of an extended duration for review, and/or change requests are not provided by the Government within thirty (30) business days it is the responsibility of the Contractor to confirm receipt and acceptance of the deliverable(s).

If the Government provides comments and/or change requests, the Contractor shall have thirty (30) calendar days (unless otherwise negotiated) from receipt of the Government correspondence to incorporate the comments and/or change requests and resubmit the deliverable. If the Government has additional comments and/or change requests following the resubmission, they will be provided within fifteen (15) business days from receipt of the updated deliverable, at which point the Contractor will have fifteen (15) business days to incorporate those comments and/or change requests and resubmit the deliverable.

E.4 Basis of Acceptance

The basis for acceptance shall be compliance with the requirements set forth in the SOW, the TO, the Contractor's proposal and other terms and conditions of this contract. Deliverable items rejected under any resulting TO shall be corrected in accordance with the applicable clauses (e.g., FAR 52.246-4 Inspection of Services – Fixed Price (AUG 1996), FAR 52.246-6 Inspection of Services – Time-and-Material or Labor-Hour (MAY 2001), and/or their respective alternates).

(End of Section E)

SECTION F – DELIVERIES OR PERFORMANCE

F.1 General

The DHS TO CO may include additional deliveries or performance requirements in TOs, other than those enumerated in this section, such as: (1) optional FAR clauses, (2) component specific clauses, and (3) TO specific clauses. In the event of conflict between a TO and the contract, the contract shall take precedence. If the base contract is silent on a particular item or topic, and a TO provides additional detail or clarification, the TO takes precedence.

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

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

FAR Clause No.	Title and Date
52.242-15	Stop-Work Order (AUG 1989)
52.242.17	Government Delay of Work (APR 1984)
52.247-34	F.O.B. Destination (NOV 1991)
52.247-35	F.O.B. Destination, Within Consignee’s Premises (APR 1984)

F.3 FAR 52.211-8 Time of Delivery (June 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
<i>[Task Order Contracting Officer insert specific details]</i>		
ITEM NO.	DESCRIPTION	DUE

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an Offeror offers an earlier delivery schedule than required above. If the Offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful Offeror, results in a binding contract. The Government will mail or otherwise furnish to the Offeror an award or notice of award not later than the day award is dated. Therefore, the Offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date; the offer will be considered nonresponsive and rejected.

(End of clause)

Alternate I (Apr 1984). If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The time may be expressed by substituting "on or before"; "during the months _____"; or "not sooner than _ or later than _____" as headings for the third column of paragraph (a) the basic clause.

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by _____ [*Contracting Officer insert date*]. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful Offeror results in a binding contract. Therefore, the Offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

Alternate II (Apr 1984). If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date the contractor will receive notice of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic

clause. The time may be expressed by substituting “within days after the date of receipt of a written notice of award” as the heading for the third column of paragraph (a) of the basic clause.

- (b) The delivery dates or specific periods above are based on the assumption that the successful Offeror will receive notice of award by _____ [*Contracting Officer insert date*]. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

Alternate III (Apr 1984). If the delivery schedule is to be based on the actual date the contractor receives a written notice of award, the contracting officer may delete paragraph (b) of the basic clause. The time may be expressed by substituting “within days after the date of receipt of a written notice of award” as the heading for the third column of paragraph (a) of the basic clause.

F.4 FAR 52.211-9 Desired and Required Time of Delivery (June 1997)

- (a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE		
[Task Order Contracting Officer insert specific details]		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

If the Offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the Offeror’s proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government’s required delivery schedule as follows

REQUIRED DELIVERY SCHEDULE		
[Task Order Contracting Officer insert specific details]		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

Offers that propose delivery of a quantity under such terms or condition that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the Offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR’S PROPOSED DELIVERY SCHEDULE		
[Task Order Contracting Officer insert specific details]		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(F) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful Offeror results in a binding contract. The Government will mail or otherwise furnish to the Offeror an award or notice of award not later than the day the award is dated. Therefore, the Offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor’s date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term “working day” excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date; the offer will be considered nonresponsive and rejected.

(End of clause)

Alternate I (Apr 1984). If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The time may be expressed by substituting “on or before”; “during the months _____”; or “not sooner than _____, or later than _____” as headings for the third column of paragraph (a) of the basic clause.

(F) The delivery dates or specific periods above are based on the assumption that the Government will make award by _____ [Task Order Contracting Officer insert date]. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful Offeror results in a binding contract. Therefore, the Offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

Alternate II (Apr 1984). If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date the contractor receives notice of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The time may be expressed by substituting “within days after the date of receipt of a written notice of award” as the heading of the third column of paragraph (a) of the basic clause.

(F) The delivery dates or specific periods above are based on the assumption that the successful Offeror will receive notice of award by _____ [Task Order Contracting Officer insert date]. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

Alternate III (Apr 1984). If the delivery schedule is to be based on the actual date the contractor receives a written notice of award, the contracting officer may delete paragraph (b) of the basic clause. The time may be expressed by substituting “within days after the date of receipt of a written notice of award” as the heading of the third column of paragraph (a) of the basic clause.

F.5 Term of the Contract

The term of this indefinite delivery indefinite quantity (IDIQ) contract is a two (2) year base period and three (3) option periods with a period of performance of one (1) year each. This is not a multi-year contract as defined in FAR Part 17.1.

After the PACTS II term expires, the contract will remain an active contract until the final TO is closed-out and it shall continue to govern the terms and conditions with respect to active Task Orders to the same extent as if it were completed during the PACTS II contract term.

F.6 TO Performance Period and Pricing

Task Orders may be issued at any time during the base period and/or option periods, if exercised. Those periods of time shall be called the “Contract Ordering Period” (COP). The performance period of each TO will be specified in the TO and may include option periods which, if exercised, may extend the TO period of performance up to twelve (12) months beyond the COP of the base period and/or option periods, if exercised. Task Orders issued in the third and final option year, if exercised, shall not extend beyond twelve (12) months after the COP of the final option year. The total base contract duration, including the exercise of any options terms, shall not exceed sixty (60) months (excluding exercise of options under FAR 52.217-8).

For purposes of Task Orders where performance extends beyond the COP of the final option period, the final contract year’s pricing shall be used. At all times each TO’s terms shall be consistent with its funding appropriation.

If needed, the Government intends to exercise the option under FAR 52.217-8 without further competition or need for justification for other than full and open competition [or sole source justification]. The 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 period of performance will be considered the same for all Offerors. In considering the price of the base period and any option periods, the Government will consider that if the extension of service clause (i.e. FAR 52.217-8) is exercised, it will be on the exact same rates and terms, other than length of performance, as the base or option period being extended. The Government will determine whether the price, inclusive of all options, is fair and reasonable and in combination with the other evaluation factors specified in the RFP, represents the best value to the Government.

F.7 Delivery

The items required under each individual TO shall be delivered and received at destination within the timeframe specific in each TO.

F.8 Place of Performance

Place of performance shall be set forth in individual Task Orders.

F.9 Deliverables

All applicable deliverables, their required delivery dates, and destination of delivery will be specified in each TO issued under this contract. The schedule for completion of work to be performed will be delineated in each TO issued under this contract, as applicable.

In the event the Contractor anticipates difficulty in complying with any contract-level delivery schedule, the Contractor shall immediately provide written notice to the PACTS II Administrative Contracting Officer and the PACTS II Program Manager. 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. In the event the Contractor anticipates difficulty in complying with any TO level delivery schedule, the Contractor shall provide written notification immediately to the TO CO and TO COR.

Contract Deliverables Schedule

Government Required Delivery Schedule				
ITEM NO.	DESCRIPTION	DUE DATE	SUBMIT TO	FORMAT TYPE
1	Contract Status Report (Section F.10)	15 th calendar day of each month	PACTS II ACO and PACT II Program Manager at: PACTSII_ADMIN@HQ.DHS.GOV Strategic Sourcing Program Office at:	Microsoft Word 2010 Compatible

Government Required Delivery Schedule				
ITEM NO.	DESCRIPTION	DUE DATE	SUBMIT TO	FORMAT TYPE
2	Prime Contractor Performance Requirements/Subcontracting Report (Section F.12)	No later than thirty (30) calendar days after the first 12 months of contract award. Subsequent Demonstrations no later than thirty (30) calendar days after the end of each six (6) month	PACTS II Program Manager at: PACTSII_ADMIN@HQ.DHS.GOV	Microsoft Word 2010 Compatible
3	Industry Partner Webpage (Section H.6.)	Sixty (60) calendar days after contract award	Content shall be deployable and operational.	Hyper Text Markup Language (html)
4	IT Security Plan (Section I.9(b)(1))	Ten (10) calendar days after contract award	PACTS II ACO at: PACTSII_ADMIN@HQ.DHS.GOV	Microsoft Word 2010 Compatible
5	IT Security Accreditation (Section I.9 (e))	Six (6) months after contract award	PACTS II ACO at: PACTSII_ADMIN@HQ.DHS.GOV	Microsoft Word 2010 Compatible
6	Task Order (TO) Status Reports	As specified in individual Task Orders	Specified in individual Task Orders.	Microsoft Word 2010 Compatible
7	Quarterly PACTS II Meetings (Section G.8.1)	Quarterly	Participants shall include PACTS II ACO, PACTS II Program Manager and company representatives.	N/A

Government Required Delivery Schedule				
ITEM NO.	DESCRIPTION	DUE DATE	SUBMIT TO	FORMAT TYPE
8	Post Award Conference (Section H.16)	Twenty (20) business days after contract award	PACTS II ACO is responsible for establishing time and place	N/A

F.10 Contract Status Report

The Contractor shall provide a monthly TO activity report, organized by DHS Component, to the PACTS II Administrative Contracting Officer and the PACTS II Program Manager. The sample format is provided in Attachment J-4, *Sample Monthly Contract Status Report*. The report covering the preceding calendar month is due by the 15th calendar day of each month, with an electronic copy in the required format to the PACTS II inbox a PACTSII_ADMIN@HQ.DHS.GOV and Strategic Sourcing Program Office (SSPO@HQ.DHS.GOV). This report is a required deliverable for all Contractors, even if there is no activity to report.

F.11 Task Order Status Reports

The status report recipients, content, and due dates will be identified in individual task order request for proposal (TORFP). The TO Status Report shall be at the TO level unless a lower Work Breakdown Structure (WBS) level of reporting is explicitly required and stated in the TORFP.

F.12 Prime Contractor Performance Requirements/Subcontracting Report

Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern. In accordance with FAR 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside, in the performance of the contract, in the case of a contract for services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern (Prime Contractor) or employees of other service-disabled veteran-owned small business concerns. In order to ensure that the required percentage of costs on this indefinite quantity contract is performed by the Contractor or other SDVOSB concern, the Contractor must demonstrate that it has successfully met this requirement. Initial demonstration of the 50 percent requirement will cover the first twelve month performance period of the contract. However, subsequent demonstrations will take place on a semi-annual basis during each successive six (6) month period.

The submission is due to the PACTS II ACO and Program Manager, and shall be submitted via e-mail no later than thirty (30) calendar days after the end of each six (6) month period. The start of the first six (6) month period (semi-annual basis) will begin at the start of year two (2) of the base period of the contract. The Contractor shall use the form found in Section J-5, *PACTS II Subcontracting Report* when providing their submission. The government reserves the right to confirm the accuracy of the information provided.

Contract options for contractors not in full compliance with FAR 52.219-27 may not be exercised. Willful failure or refusal to furnish the required reports, or gross negligence in managing the subcontracting limitation, or falsification of reports constitutes sufficient cause to terminate the Contractor for default.

(End of Section F)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Accounting and Appropriation Data

Accounting and appropriation data for obligations under the contract will be set forth within individual TOs with the exception of the minimum guarantee amount. The minimum guarantee will be obligated at the contract level.

G.2 Points of Contact

The following subsections describe the roles and responsibility of individuals who will be the primary points of contact for the Government on matters regarding contract administration as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments.

PACTS II Administrative Contracting Officer:

Name: LaShonda Keith
Address: Department of Homeland Security
Office of Procurement Operations
245 Murray Lane, SW
Mail Stop 0115
Washington, DC 20528 Email:
PACTSII_ADMIN@HQ.DHS.GOV

PACTS II Contract Specialist:

Name: Rebecca Katz
Address: Department of Homeland Security
Office of Procurement Operations
245 Murray Lane, SW
Mail Stop 0115
Washington, DC 20528
Email: PACTSII_ADMIN@HQ.DHS.GOV

PACTS II Contracting Officer's Representative & Program Manager:

Name: Sherri Stevens
Address: Department of Homeland Security
Office of Procurement Operations
245 Murray Lane, SW
Mail Stop 0115
Washington, DC 20528
Email: PACTSII_ADMIN@HQ.DHS.GOV

Contractor's Program Manager

Program manager name and contact information will be put into letters

Communications pertinent to PACTS II program and/or any resulting contracts shall make reference to the contract number and shall be emailed to the attention of either the PACTS II Program Manager or Administrative Contracting Officer at the above PACTS

II email address.

G.2.1 PACTS II Administrative Contracting Officer (ACO) – IDIQ Contract Level

The PACTS II Administrative Contracting Officer (ACO) has the overall responsibility for the administration of this contract. The ACO, without right of delegation, is the only authorized individual to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. The ACO may delegate certain specific responsibilities to its authorized representative – the Contracting Officer’s Representative. The ACO may also designate an alternate Contracting Officer’s Representative for this contract.

The Contracting Officer’s Representative for this contract will be identified by the Contracting Officer through a written designation. A copy of the letter of designation with specific duties and responsibilities will be provided to the Contractor, upon request.

G.2.2 PACTS II Contracting Officer’s Representative (COR) & Program Manager – IDIQ Contract Level

The IDIQ Contract Level Contracting Officer’s Representative & Program Manager in conjunction with the ACO, is responsible for the receipt and acceptance of the contract-level deliverables and reports and past performance reporting for the PACTS II contracts. The Program Manager also has the overall responsibility for the PACTS II program. The PACTS II Program Manager is responsible for the program related activities, including reporting, communications, marketing, outreach and training.

G.2.3 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 status meetings. The Contractor’s Program Manager shall be responsible for all issue resolution, program management, and other contract support including providing comprehensive account support for the PACTS II contract. The Contractor’s Program Manager is responsible for overall contract performance and shall not serve in any other capacity under this contract.

G.2.4 Task Order Contracting Officer (TO CO)

Services will be ordered via TOs issued by TO COs following the ordering procedures set forth in Section G.4.

G.2.5 Task Order Contracting Officer’s Representative (TO COR)

TO COs may designate TO CORs for individual TOs that will be responsible for the day-to-day administration and oversight of the TO.

The TO COR will represent the TO CO in the administration of technical details within the scope of the TO. The TO COR is also responsible for the final inspection and

acceptance of all TO deliverables and reports, and such other responsibilities as may be specified in the TO. The TO COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the TO CO or the Government. The TO COR does not have authority to alter the Contractor's obligations or to change the TO order specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify TO obligations or the specification, changes will be issued in writing and signed by the TO CO.

G.3 Ordering – By Designated Ordering Official

The TO CO will order services to be furnished under this contract by issuing TOs on Optional Form 347, or an agency prescribed form, within the contract ordering period. This contract shall take precedent in the event of a conflict with any TO.

G.3.1 Direct Ordering

PACTS II services shall be ordered by the issuance of TOs in accordance with Section G.4 – Task Order Procedures, FAR Part 52.216-18 Ordering, and 52.216-19 Order Limitations. TO COs may directly place task orders under the contract to obtain services. The TO CO will be responsible for the issuance, administration, reporting, payment and closeout of the TO (See also Section G.4). All TOs are subject to the terms and conditions of this contract.

In no event will a TO change the requirements of the PACTS II contract. Should there be a need to change the contract, the TO CO shall advise/consult with the PACTS II ACO. If a change is required, a modification will be issued by the ACO.

G.3.2 Special Contract Administration Responsibilities

Each TO CO utilizing PACTS II has the primary responsibility for the administration of any TO it places with the Contractor.

a. The TO CO shall be responsible for:

- (1) Ensuring that TOs are within the scope of the contract;
- (2) Administering and final closeout of TOs;
- (3) Performing (in conjunction with the TO COR) inspection and acceptance or rejection of the equipment/services provided by the Contractor; and,
- (4) Making payment, withholds, or partial payment of invoices.

b. The PACTS II Administrative Contracting Officer is responsible for overall administration and the final closeout of the contract, and, when necessary, shall:

- (1) Provide scope oversight;
- (2) Serve as liaison between the Contractor and the Department;
- (3) Ensure compliance with contract requirements;
- (4) Issue the Contracting Officer's final decision and handle all contract-level contractual disputes under the Contract Disputes Act; and

(5) Place all contract modifications against the Contract.

Unless otherwise delegated, only the PACTS II Administrative Contracting Officer, as defined in Section G.2, has oversight of the contract as a whole.

G.4 Task Order (TO) Procedures

The Contractor's services shall be obtained on an as-needed basis (i.e., through the issuance of TOs). The Contractor shall perform the required effort for these services, within the CONUS, throughout the term of this contract.

The following defines the process by which fair opportunity will be afforded and how a TO will be processed, priced, and awarded. It also defines specific, local provisions to be used for issues concerning TO consideration and payment. Finally, the role of the DHS Ombudsman is defined.

G.4.1 Fair Opportunity Process

This contract will adhere to FAR Part 16.505, Ordering.

G.4.2 Fair Opportunity Exceptions

In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR Part 16.505(b), the TO CO will provide all awardees within the applicable Functional Category a "fair opportunity" to be considered for each TO in excess of the micro-purchase threshold, unless one of the following statutory exceptions as stated at 16.505(b)(2)(i), applies.

- (a) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
- (b) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
- (c) The TO must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an TO already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original TO.
- (d) It is necessary to place an TO to satisfy a minimum guarantee.
- (e) For TOs exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.

In accordance with FAR Part 16.5, when an exception to the fair opportunity to be considered exists, the TO will be processed as sole source procurement, including a sole source justification in accordance with agency procedures.

In accordance with FAR Part 16.5, the TO CO may exercise broad discretion in developing appropriate TO placement procedures, which may include evaluating past performance. Although there is no requirement for vendors to respond to Task Order Request for Proposals (TORFP), if a vendor repeatedly and/or continually elects to not respond to TORFPs, this may be considered when evaluating past performance in a Task

Order or contract-level evaluation. The Administrative Contracting Officer may also take this into account when determining whether or not to exercise option periods.

G.4.3 Task Order Solicitation

Each TO will identify the Functional Category of the work to be performed. For services that cross both Functional Categories, the TO CO will use/select the Functional Category that the preponderance of work, according to cost, falls within. Each Prime Contractor in that Functional Category will be given the fair opportunity to compete.

G.4.4 Task Order Process

(a) The TO CO will issue a TORFP to all Contractors within the specified Functional Category, unless a fair opportunity exception applies. The proposal request will include a due date for proposal submission and either a Statement of Objectives (SOO), Statement of Work (SOW) or Performance Work Statement (PWS) that will include either the Government's objectives or a detailed description of work to be accomplished, the applicable task areas, a listing of the deliverables required and any additional data, as appropriate. The proposal request will also include specific instructions for the submission of proposals, selection criteria factors, the factors' relative order of importance and other information deemed appropriate.

(b) Contractors will be provided adequate amount of time to prepare and submit responses based on the estimated dollar value and complexity of the proposed TO. The due date will be set forth in each proposal request. If unable to perform a requirement, Contractors shall submit a "no bid" reply in response to the proposal request. All "no bids" shall include a brief statement as to why the Contractor is unable to perform, e.g. conflict of interest.

(c) Technical Proposals. The proposal request will state whether an oral proposal is required in addition to, or instead of, written technical proposals. Responses will be streamlined and succinct, to the extent practical based on the estimated dollar value and complexity of the work, stating compliance or exception to requirements, risks, assumptions and conflict of interest issues. Responses will not be a proposal as defined in FAR Part 15, but only sufficient information to be considered in accordance with FAR Part 16. Proposals shall not merely restate SOO, SOW or PWS requirements. The required content of oral and written technical proposals will be at the discretion of the TO CO.

(d) Price Proposals. A written price proposal shall always be required. This part of the proposal shall include detailed price amounts of all resources required to accomplish the task, (i.e. labor hours, rates, travel, incidental equipment, etc.).

(e) Other Relevant Information. This information shall always be in writing and shall address other relevant information as required by the contract or requested by the TORFP. The Contractor shall assume all costs associated with preparation of proposals for TO awards under the fair opportunity process as an indirect charge in the fully loaded

rate. Proposed labor rates are to be in accordance with Contract Section B pricing tables with any discounts at the discretion of the Contractor.

(f) Evaluation of TO Proposals. Proposals will be evaluated in accordance with the selection criteria set forth in the TORFP. The Government's award decision will be based on the evaluation criteria specified in the TORFP. Among other sources, evaluation of past performance may be based upon information in the Contractor Performance Assessment Reporting System (CPARS) or from a database built from past performance assessments provided by TO CORs on individual TOs performed throughout the life of the contract (see Section H.5). The order of importance for the evaluation factors will be identified in each individual TORFP.

(g) Resolution of Issues. In the event issues pertaining to a proposed TO cannot be resolved to the satisfaction of the TO CO, the TO CO reserves the right to withdraw and cancel the proposed TO. In such event, the Contractor shall be notified in writing of the TO CO's decision. This decision is final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."

(h) Task Order Issuance. TOs may be issued by e-mail, regular mail or facsimile using an Optional Form 347, or an agency-prescribed form.

G.4.5 Contractor Requested Changes to Task Orders

The Contractor shall submit a request for task order modification to the TO CO.

G.4.6 Task Order Protests

TO protests will be handled in accordance with FAR Part 16.505(a)(10).

G.4.7 Task Order Contract Ombudsman

In accordance with HSAR 3016.505 Ordering (b)(5), the Component Competition Advocate is designated as the Component Task Order Ombudsman, unless otherwise provided in Component procedures. The Ombudsman responsibilities are to address Contractor concerns regarding compliance with the award procedures for TOs, review Contractor complaints on TOs, ensure all Contractors are afforded a fair opportunity to be considered for each TO, consistent with FAR 16.505(b), and, when requested, maintain strict confidentiality of the Contractor requesting assistance.

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 TO issued under it.

Issues that cannot be resolved within the Component shall be forwarded to the DHS Task Order Ombudsman for review and resolution. The DHS Task Order Ombudsman is also the DHS Competition Advocate. The complete list of Ombudsman can be found on DHS Open for Business at: <http://www.dhs.gov/competition-advocates-and-task-order-and-delivery-order-ombudsman>.

G.5 Ordering

All warranted Contracting Officers of DHS are authorized ordering officers. All TOs are subject to the terms and conditions of the contract.

G.5.1 Task Order Information

TOs issued shall include, at a minimum information pursuant to FAR 16.505(a)(7).

G.6 Invoicing Procedures

G.6.1 Billing Instructions

T&M vouchers and required supporting documentation shall be submitted pursuant to FAR 52.232-7.

For FP type TOs, vouchers shall be submitted upon achievement of the billing milestones identified in the TO, if applicable.

For FP type TOs with progress payments based on cost, vouchers shall be submitted in accordance with FAR Part 52.232-16 (ALT I), Progress Payments.

For FP type TOs with performance based payments, vouchers shall be submitted upon achievement of the billing milestones identified in the TO in accordance with FAR 52.232-32, Performance-Based Payments.

G.6.2 Minimum Guarantee Instructions

The contractor submits an invoice to the PACTS II ACO with copies sent concurrently to the PACTS II COR. The preferred method of submission is via electronic mail.

G.6.3 Task Order Instructions

The invoicing instructions will be designated at the TO level.

G.7 Quick-Closeout Procedure

The TO CO is authorized to use the quick-closeout procedure for TOs issued under this contract in accordance with FAR 42.708, Quick-Closeout Procedure.

A final "completion voucher" is required as required under 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts. For T&M and LH contracts the final "completion voucher" should be submitted no more than a 120 days from completion unless the TO CO approves a longer period. Final invoices which result in a charge to the Government in excess of \$250.00 or refunds to the Government in excess of \$250.00 shall be processed prior to quick-closeout of the TO. Amounts due to the Contractor or refundable to the Government of less than \$250.00 are considered de minimums and will not be processed.

Submission of a final “0-dollar invoice” is not required. Once agreement for quick-closeout is reached on individual TOs, a bilateral modification will be issued to closeout the TO. Once the bilateral modification is executed by the CO, the TO is closed and no further invoicing, adjustments, or claims will be accepted.

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

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

G.8 Meetings

G.8.1 Contract Level Meetings

Quarterly PACTS II meetings shall be necessary to market services, resolve problems, or to facilitate understanding of the requirements of the contract. The participants at these meetings shall include the PACTS II Administrative Contracting Officer, the PACTS II Program Manager and company representatives. All Industry costs associated with the attendance at these meetings shall be at no direct cost to the Government. The Government may, at its option, hold these meetings in person, by teleconference or via the internet.

(End of Section G)

SECTION H – SPECIAL CONTRACTING REQUIREMENTS

H.1 Authorized Users

This Department-Wide Acquisition Contract is available for the use by all U.S. Department of Homeland Security components. DHS Component(s) Head(s) of Contracting Activity (HCA) that use another Federal agency to provide contracting support services may delegate procurement authority to allow the use of the PACTS II contracts on the Component's behalf. It is the Component's responsibility to ensure that the delegation precludes non-DHS TOs placed on the contracts and that awarded TOs are included in the monthly contractor activity reports. The Department of Homeland Security HCA reserves the right to authorize use by other entities in support of Homeland Security.

H.2 Minimum Dollar Guarantee and Maximum Contract Limitation

The minimum guaranteed amount for this award is \$250.00 throughout the period of performance of this contract. Task Orders beyond the minimum will be determined by user needs and the results of fair opportunity competitions. The exercise of an option period does not re-establish the contract minimum.

The Government has no obligation to issue TOs to the Contractor beyond the minimum guaranteed amount specified. At the time of award, the minimum guaranteed amount of \$250.00 will be obligated on the base contract.

The combined maximum cumulative dollar amount that may potentially be awarded to all PACTS II Contractors is \$1.5 billion. The maximum cumulative dollar value of all TOs awarded to all Contractors in both FCs cannot exceed the contract ceiling. This ceiling is not being divided among the number of awardees, nor is it being multiplied by the number of awardees.

The minimum dollar limitation for an individual TO must exceed the Simplified Acquisition Threshold as defined in FAR Subpart 2.101, as amended. An unlimited number of TOs may be placed under the PACTS II contract for the cumulative term.

H.3 Selected Items of Costs

H.3.1 Travel Costs

Travel costs may be reimbursed at actual cost in accordance with the limitations set forth in FAR 31.205-46 and other applicable agency-specific regulatory supplements. For those TOs requiring travel, the Contractor shall coordinate specific travel arrangements with the individual TO COR to obtain advance, written approval for the travel about to be conducted. The Contractor's request for travel shall be in writing and contain the dates, locations and costs of the travel, as proposed.

The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline ticket are reimbursable as long as the changes are driven by the work requirement and approved by the TO CO or TO COR, as applicable.

H.3.2 Training

Training costs will be allowed in accordance with the limitations at FAR 31.205-44 Training and Education Costs. The Government will not allow costs, nor reimburse costs associated with the Contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract.

H.3.3 General Purpose Office Equipment (GPOE) and IT

The cost of acquisition of GPOE and IT shall not be allowable as direct charges 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.

H.4 Government Property, Information, Workspace

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.

The Government may provide the items listed below, as necessary, for the Contractor to fulfill the tasks described in TO statements of work for contractor personnel who are performing work at a Government site.

(a) Government Furnished Property (GFP). The Government may provide hardware and/or software requiring technical analysis, evaluation, verification, or study in support of a specific TO.

(b) Government-Furnished Workspace. Such Government Furnished workspace, which may include work stations with a computer, phone, etc., will be specified in individual TOs.

H.5 Past Performance Information

DHS FAR Class Deviation 11-03, applicable to instruments awarded after August 11, 2011, requires evaluations for all supply contracts and orders that exceed \$500,000 and for all service contracts and orders that exceed \$1,000,000. The TO COR will complete a TO evaluation using the CPARS, a past performance collection tool that feeds the Government's central repository for the collection and utilization of past performance information – Past Performance Information (PPI) <http://www.ppirs.gov>. The PACTS II Administrative Contracting Officer will also collect past performance information at the contract level. CPARS is a web-enabled tool for the COR to evaluate the Contractor's performance and for the Contracting Officer and Contractor to review, comment on, and approve evaluations. The tool can be accessed at <https://www.cpars.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.

H.6 Industry Partner Webpage

The Industry Partner Webpage is a material contract requirement that, for the life of the contract, directs each Contractor to design, deploy, operate, maintain, update and manage a 24x7 Section

508 compliant informational web page (or pages). This webpage shall not be a direct charge under this contract. The costs must be captured in the loaded labor rates. The specific taxonomy and aesthetics of the web content remains at the discretion of the Contractor. The website content shall be deployable and operational within sixty (60) calendar days after Contract award.

The purpose of the webpage is for the Contractor to communicate with potential customers regarding the ability to provide world-class services under PACTS II. The webpage should demonstrate the functional capability associated with different products or business areas awarded under PACTS II. Each Contractor shall provide a prominent hyperlink to the aforementioned webpage on their internet home page. This webpage at a minimum must include the following:

- 1) A Conforming version of the contract;
- 2) A list of all team members/subcontractors and their capability/area of expertise;
- 3) A description of the functional category/categories awarded under PACTS II; and
- 4) Corporate points of contact.

A conforming (up to date to include all modifications, if any) copy of the contract including all modifications, and excluding prices for the base period and option periods, if exercised, shall be made available on Contractor's website for public viewing.

H.7 Standard of Conduct at Government Installations

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary.

H.8 Advertisements, Publicizing Awards and News Releases

Any public announcements, advertisements, or news releases shall be submitted for review to the PACTS II ACO prior to issuance, in accordance with HSAR 3052.205-70 Advertisements, Publicizing Awards, and Releases and Alternate I (where applicable).

H.9 Identification of Contractor Personnel

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.

The Contractor shall ensure that its employees and team members will identify themselves as employees of their respective company while working on DHS contracts. For example, Contractor personnel shall introduce themselves in person and in voice-mail, as employees of

their respective companies, and not as DHS employees. Under no circumstances and at no time shall subcontractors of the prime identify themselves as employees of the prime or in any other way suggest, by action or inaction, that they are employees of the prime. Failure to adhere to this requirement may constitute grounds for termination for cause of the base PACTS II contract. Contractor shall ensure that their personnel use the following format signature on all official e-mails generated by DHS computers:

Name
Position or Professional Title
Prime PACTS II Contractor Name OR Team member Company Name in support of
Prime PACTS II Contractor Name
Supporting the _____ Division/Office of DHS
Phone
Fax
Other contact information as desired

H.10 Key Personnel

Key personnel are those Contractor personnel considered to be essential to the performance of the contract and TOs.

The Contractor's Program Manager, as described in Section G.2.3, is designated as key, and may only be replaced with the approval of the PACTS II Administrative Contracting Officer, in accordance with HSAR 3052.215-70 and the terms and conditions of this clause. The Contractor's Program Manager (*name, telephone number and e-mail address*) identified for this contract will be inserted in the contract clause at time of base contract award.

If the Government determines that certain personnel are "key" to successful completion of a TO, they will be designated as "Key Task Order Personnel" in the TO. Key Task Order Personnel are defined as follows:

- (a) Personnel identified in the Task Order Proposal as key individuals to be assigned for participation in the performance of the TO.
- (b) Personnel whose resumes were submitted with the TO Proposal; or
- (c) Individuals who are designated as key personnel by agreement of the Government and the Contractor during TO negotiations.

H.11 Substitution of Key Personnel

The PACTS II Administrative Contracting Officer in conjunction with the PACTS II Program Manager will evaluate substitutions at the contract level, and the TO CO will evaluate TO level substitutions. These individuals will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval in writing. The PACTS II Administrative Contracting Officer and the TO CO shall be notified in writing of any proposed substitution at least fifteen (15) calendar days, or thirty (30) days if a security clearance is to be obtained at the TO level, in advanced of the proposed substitution.

H.12 Observance of Legal Holidays and Excused Absence

(a) The Government hereby provides notification that Government personnel observe the listed days as holidays: These holidays only apply to services performed within the United States, and is provided for informational purposes only.

- | | |
|-----------------------------------|----------------------|
| (1) New Year's Day | (6) Labor Day |
| (2) Martin Luther King's Birthday | (7) Columbus Day |
| (3) President's Day | (8) Veterans' Day |
| (4) Memorial Day | (9) Thanksgiving Day |
| (5) Independence Day | (10) Christmas Day |

(b) In addition to the days designated as holidays, the Government observes the following days:

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

(c) In the event of a Government Shutdown, please refer to the TO CO.

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

H.13 Information Technology Accessibility for Persons with Disabilities

All services and Electronic Information Technology (EIT) delivered as result of task 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 Electronic and Information Technology Accessibility Standards may be obtained via the Web at the following URL: from www.Section508.gov.

H.14 Notice of Internet Posting of Base Contract Awards

DHS intends to electronically post the PACTS II contracts, including fully-burdened ceiling labor rates, to the DHS web site. This does not include Contractor proposals or any other proprietary information provided by Contractors relevant to TO performance or by Offerors in response to the PACTS II solicitation. Posting of the contract documents and associated modifications via the internal DHS website is in the best interest of the Government as well as the Contractors. It will allow Contractors to direct future customers to the site to view labor categories and rates as they develop their Independent Government Cost Estimates (IGCE) in preparation of proposed TOs.

H.15 On-Line Proposal and Ordering Capability

DHS may utilize an internet portal for the purpose of electronic and paperless TO processing. If an internet portal is utilized, the Contractor will be required to support the electronic information requirements of the portal. The processing procedures and information requirements will be written into the contract at the time such a capability is implemented.

H.16 Post Award Conference

The Contractor shall participate in a post award conference that will be held within twenty (20) business days after contract award. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems (see FAR Subpart 42.5).

The PACTS II Administrative Contracting Officer is responsible for establishing the time and place of the conference, and will notify the appropriate Government representatives and the Contractor personnel. The conference will be held in the Washington, DC area or telephonically at the discretion of the Administrative Contracting Officer.

H.17 Meetings/Conferences

Pre-award meetings or conferences may be necessary to resolve problems and to facilitate understanding of the technical requirements of the contract or TOs. All costs associated with the attendance at pre-award meetings/conferences shall be incidental to the contract and not separately billed. The location of Task Order meetings would be determined at the Task Order Level. Contract Level meetings will be held in the Washington, DC area or telephonically at the discretion of the Administrative Contracting Officer.

H.18 Security Procedures

H.18.1 Classified Information

Some TOs issued under this contract may require access to classified information. The contractor may have access to SCI and Non-SCI intelligence information and FOUO information as a result of these TOs. The DHS Office of Security is designated as the responsible cognizant Security Office for all SCI requirements of this contract. The names of employees requiring access to SCI in conjunction with this contract will be submitted to the DHS Office of the Chief Security Officer (OCSO) Personnel Security Division (PSD) for approval for Entry on Duty. Proposed public releases will be submitted to the DHS/PREP public affairs office through the Government program manager, or his delegated representative.

Since performance of the contract may require access to classified information, as well as DHS information systems, the proposed contractor personnel must be U.S. citizens 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. Furthermore, Contractors must be incorporated in the United States. For acquisitions dealing with classified matters, DHS Office of Security has established protocols to monitor the situation. These policies and procedures are outlined in DHS Management Directives and local policies established by the cognizant DHS component for awarded TOs. The security classification specification will be determined at the individual TO level for all future requirements.

H.18.2 Sensitive Information

The base PACTS II contracts do not have a mandatory minimum requirement for facility clearances. However, TOs may include security requirements based upon the nature of the planned efforts. In order to receive such work, Contractors (including Team members,

if applicable) must be capable of receiving a facility clearance. In some instances, TORFPs may require an existing facility clearance as a precursor to being considered for TO award.

Contractors may have access to sensitive, operational, and critical infrastructure information including SBU, SI, FOUO, and PCII information. A DD Form 254 for facility clearance at the applicable security level (i.e. SECRET, TOP SECRET, TOP SECRET SCI, etc.) will be determined as needed at the individual TO level.

H.18.3 Contractor Clearance and Access

a. All contractor positions require a Contractor Employee Fitness Determination prior to beginning work. All other personnel requiring access to classified information must possess or be able to obtain the appropriate level of clearance (up to the TOP SECRET/SCI level) based upon an appropriate background investigation. All TS/SCI work must be performed on-site in government facilities. Not all contractor employees will require a TS/SCI clearance; it will be dependent on the type of work and will be specified in individual TOs (see Attachment J-6, *Post-Award Instructions Regarding Security Requirements For Non-Classified Contracts/Task Orders* for additional guidance).

b. Contract personnel requiring daily or routine access to Government facilities in order to complete requirements under this contract will be issued PIV cards. The designated TO COR, in cooperation with the cognizant DHS security staff, will ensure that the contractor is provided with the appropriate paperwork and will ensure the return of any PIV cards no longer needed.

c. A DHS Form 11000-6, Non-disclosure Agreement (Attachment J-7, *Non-Disclosure Agreement*), and as applicable a copy of the National Security Clearance and/or eligibility verification documentation as provided by OCSO/PSD, shall be signed by all Contractor employees assigned to perform services under a TO prior to any work commencing on the TO.

H.19 Transfer of Contract

In accordance with FAR 42.1204(a) transfer of this contract from the contractor to a third party is prohibited. The Government may, when in its interest, recognize a third party as the successor in interest to a Government contract when the third party's interest in the contract arises out of the transfer of all the contractor's assets; or the entire portion of the assets involved in performing the contract.

H.20 On Ramp

Consistent with FAR 16.504(c)(1)(ii)(A), the Government has determined that at all times during the term of the PACTS II contract, there remain an adequate number of PACTS II Prime contractors eligible to compete for TOs. Over time, the total number of Prime contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace, general economic conditions, or other reasons. Recognizing this, DHS intends to periodically review the total number of Prime contractors participating in the PACTS II ordering

process, and determine whether it would be in the Government's best interest to initiate an open season to add new contractors to the PACTS II contract program. This is a discretionary, unilateral authority of the Government, and may be used in any of the Functional Categories.

The Government reserves the right to utilize an "On Ramp" concept to manage their re-representation process (i.e. FAR 52.219-28) and maintain a sufficient number of contract awardees under the PACTS II Functional Category. There is no guarantee of an On Ramp process during the period of the contract, and the decision whether or not to utilize it will be made at the sole discretion of the PACTS II Administrative Contracting Officer.

H.21 Change in Status to Other than an SDVOSB

Notice to the Government of a change in status to other than an SDVOSB is required within thirty (30) days of the Contractor's re-representation. Subject to FAR 52.219-28(b) Post-Award Small Business Program Rerepresentation, upon a change in status to other than an SDVOSB, the Contractor will no longer be eligible for task order awards once the ACO is notified of the change in status. Future option periods will not be exercised. Natural growth of the Prime contractor as a result of increased sales would not impact the contractor's ability to compete for task orders under PACTS II.

H.22 Post Award Teaming

SDVOSB JV partners cannot be added after IDIQ contract award.

It is allowable to add subcontractors post award. The addition of subcontractors will be allowed and administered on a task order basis. If a subcontractor is to be added/removed under a specific TO, TO CO approval may be required prior to implementing the change.

H.23 Restriction to Prime Offeror's Participation in FCs

There are no restrictions regarding a Prime Offeror's participation in both Functional Categories, but a Prime Offeror cannot be both a Prime Contractor and Subcontractor within the same Functional Category. CTA prohibitions are specified as follows:

CTA Prohibitions.

- A Single (solo) SDVOSB Company as a Prime Offeror in FC1 cannot be a subcontractor to a SDVOSB JV Prime Offeror in FC1.
- A Single SDVOSB Company as a Prime Offeror in FC2 cannot be a subcontractor to a SDVOSB JV Prime Offeror in FC2.
- A partner within a SDVOSB JV in FC1 cannot be a Single SDVOSB Company as a Prime Offeror in FC1.
- A partner within a SDVOSB JV in FC2 cannot be a Single SDVOSB Company as a Prime Offeror in FC2.
- A partner to a SDVOSB JV in FC1 cannot be a subcontractor to a Prime Offeror (i.e. SDVOSB JV or to a Single SDVOSB Company) in FC1.
- A partner to a SDVOSB JV in FC2 cannot be a subcontractor to a Prime Offeror (i.e. SDVOSB JV or to a Single SDVOSB Company) in FC2.

- A SDVOSB, who is a Prime Offeror in FC1, CANNOT then be a JV partner within a SDVOSB JV in FC1.
- A SDVOSB, who is a Prime Offeror in FC2, CANNOT then be a JV partner within a SDVOSB JV in FC2.
- A SDVOSB Prime Offeror in FC1 CANNOT then be a subcontractor to a SDVOSB JV in FC1.
- A SDVOSB Prime Offeror in FC2 CANNOT then be a subcontractor to a SDVOSB JV in FC2.

H.24 Continuity Of Critical Contractor Deliverables [Services And/or Supplies] In The Event Of An Emergency (October 2009) for Task Orders

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

Special Contracting Requirements

2. The contractor recognizes that the contract deliverables [services/supplies] under this contract are vital to the Government and must be continued without interruption. In the event the contractor anticipates not being able to perform due to any of the causes enumerated in the excusable delay clause of this contract, the contractor shall notify the contracting officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.
3. The Government reserves the right in such emergency situations to use Federal employees of other agencies or contract support from other contractors or to enter into new contracts for critical contractor deliverables [services/supplies]. Any new contracting efforts would be conducted in accordance with OFPP letter, "Emergency Acquisitions" May 2007 and FAR Subpart 18 and HSAM 3018 respectively or any other subsequent emergency guidance issued.
4. Any proposed costs associated with implementing the Plan will be evaluated by the contracting officer as part of the initial competition, or at the time they are submitted as proposed costs under a contract modification which incorporates this clause. The Plan is exercisable as an option in the event of an emergency at the amounts specified in or reasonably determinable from the terms of the basic contract, or the contract as modified.
5. In the event the contractor's Plan is exercised by the Government, the contracting officer shall include a written determination in the contract file that the costs associated with the Plan are fair and reasonable and are at the exact same terms as the base contract award, or as the contract as modified.

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

(End of Section H)

SECTION I - CONTRACT CLAUSES

I.1 General

The Ordering Activity may include additional contract clauses in task orders, others than those enumerated in this section, such as (1) optional FAR clauses, (2) activity clauses, (3) unmentioned FAR alternate clauses, and (4) task order specific clauses.

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at these Internet addresses: <http://www.arnet.gov>.

FAR Clause No.	Title and Date
52.202-1	Definitions (NOV 2013)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (OCT 2015)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
52.204-2	Security Requirements (AUG 1996)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2015)
52.204-11	American Recovery and Reinvestment Act—Reporting Requirements. (JUL 2010)
52.204-13	System for Award Management Maintenance (JUL 2013)
52.207-3	Right of First Refusal of Employment (MAY 2006)

FAR Clause No.	Title and Date
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (OCT 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
52.210-1	Market Research (APR 2011)
52.215-2	Audit and Records–Negotiation (OCT 2010)
52.215-8	Order of Precedence -- Uniform Contract Format (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 2010)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)
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 2010)
52.216-4	Economic Price Adjustment – Labor and Material (JAN 1997)
52.216-5	Price Redetermination – Prospective (OCT 1997)
52.216-7	Allowable Cost and Payment (JUN 2013)
52.216-16	Incentive Price Revision – Firm Target (OCT 1997)
52.216-17	Incentive Price Revision – Successive Targets (OCT 1997)
52.216-19	Order Limitations (OCT 1995) <i>Fill ins:</i> (a) \$3,000 (b)(1) N/A 2) N/A 3) N/A (d) three (3) business
52.216-22	Indefinite Quantity (OCT 1995) <i>Fill in:</i> contract expiration date plus 12 months.
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition With Adequate Price Competition (FEB 2007)
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition
52.217-8	Option to Extend Services (NOV 1999) <i>Fill in:</i> Within 60 calendar days
52.219-8	Utilization of Small Business Concerns (OCT 2014)
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)
52.219-28	Post-Award Small Business Program Rerepresentation. (Jul 2013)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation (MAY 2014)
52.222-17	Nondisplacement of Qualified Workers (MAY 2014)

FAR Clause No.	Title and Date
52.222-19	Child Labor—Cooperation with Authorities and Remedies (FEB 2016)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (APR 2015)
52.222-35	Equal Opportunity for Veterans (OCT 2015)
52.222-36	Affirmative Action for Workers with Disabilities (JUL 2014)
52.222-37	Employment Reports on Veterans (FEB 2016)
52.222-41	Service Contract Act of 1965 (May 2014)
52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 2014)
52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)
52.222-44	Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 2014)
52.222-48	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification (MAY 2014)
52.222-50	Combating Trafficking in Persons (MAR 2015)
52.222-54	Employment Eligibility Verification (OCT 2015)
52.223-2	52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)
52.223-5	Pollution Prevention and Right-To-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-10	Waste Reduction Program (MAY 2011)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-8	Duty-Free Entry (OCT 2010)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-3	Patent Indemnity (APR 1984)
52.227-14	Rights in Data - General – Alternate IV (MAY 2014)
52-227-19	Commercial Computer Software – Restricted Rights (DEC 2007)
52.227-23	Rights to Proposal Data (Technical) (JUN 1987)
52.228-5	Insurance – Work on a Government Installation (JAN 1997)
52.229-3	Federal, State, and Local Taxes (FEB 2013)
52.232-1	Payments (APR 1984)

FAR Clause No.	Title and Date
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts (AUG 2012)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation of Withholding of Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-16	Progress Payments (APR 2012) ALT I (MAR 2000)
52.232-17	Interest (MAY 2014)
52.232-18	Availability of Funds (APR 1984)
52.232-19	Availability of Funds for the Next Fiscal Year (APR 1984)
52.232-23	Assignment of Claims (MAY 2014)
52.232-25	Prompt Payment (JUL 2013) ALT I (FEB 2002)
52.232-34	Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013)
52.232-37	Multiple Payment Arrangements (May 1999)
52.233-1	Disputes (MAY 2014) 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)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3	Continuity of Services (JAN 1991)
52.239-1	Privacy or Security Safeguards (AUG 1996)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2014)
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)
52.243-3	Changes--Time-and-Material or Labor-Hours (SEP 2000)
52.244-2	Subcontracts (OCT 2010)
52.245-1	Government Property (APR 2012)
52.245-2	Government Property Installation Operation Services (APR 2012)
52.246-25	Limitation of Liability – Services (FEB 1997)
52.249-2	Termination for Convenience of the Government (Fixed Price) (APR 2012)
52.249-4	Termination for Convenience of the Government (Services)(Short-Form)(APR 1984)
52.249-6	Termination (Cost Reimbursement)(MAY 2004) and ALT IV (SEP 1996)

FAR Clause No.	Title and Date
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 2012)
52.253-1	Computer Generated Forms (JAN 1991)
3052.203-70	Instructions for Contractor Disclosure of Violations. (SEP 2012)
3052.205-70	Advertisements, Publicizing Awards, And Releases (SEP 2012) and ALT I (SEPT 2012)
3052.216-70	Evaluation of Offers Subject to an Economic Price Adjustment Clause (JUN 2006)
3052.216-71	Determination of Award Fee (SEP 2012) (For Award Fee Task Orders Only - If Applicable)
3052.216-72	Performance Evaluation Plan (DEC 2003)
3052.216-73	Distribution of Award Fee (DEC 2003) (For Award Fee Task Orders Only-If Applicable)
3052.216-74	Settlement of letter contract (DEC 2003)
3052.228-70	Insurance (DEC 2003)

I.3 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 Administrative Contracting Officer (ACO) within 30 calendar days.

(2) The Contractor shall also notify the ACO within 30 calendar 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 ACO 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).

(End of clause)

I.4 FAR 52.216-18 Ordering (OCT 1995)

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

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

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

(End of clause)

I.5 FAR 52.216-25 Contract Definitization (Oct 2010)

(a) A _____ [*insert specific type of contract*] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a _____ [*insert specific type of proposal (e.g., fixed-price or cost-and-fee)*] proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR [15.408](#), [Table 15-2](#), supporting its proposal.

(b) The schedule for definitizing this contract is [*insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data*]:

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with [Subpart 15.4](#) and [Part 31](#) of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer’s determination of price or fee, the contract shall be governed by—

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
 - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
 - (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.
- (End of clause)

Alternate I (Apr 1984). In letter contracts awarded on the basis of price competition, add the following paragraph (d) to the basic clause:

- (d) The definitive contract resulting from this letter contract will include a negotiated _____ [insert "price ceiling" or "firm fixed price"] in no event to exceed _____ [insert the proposed price upon which the award was based].
- (End of clause)

I.6 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.
 - (d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

I.7 FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)

- (a) Definition. As used in this clause— "United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188).

Notice to Employees. Under Federal law, employees cannot be required to join a union or

maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
- (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(f) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I.8 FAR 52.232-32 Performance-Based Payments (APRIL 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request

shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the _____ [*Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"*] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see [45.101](#)), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall—

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

I.9 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 **ten (10) calendar** 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 Contractor'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 11.0, April 30, 2014) 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)

I.10 HSAR 3052.204-71 Contractor Employee Access. (SEP 2012)

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

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

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

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

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

(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.

Alternate I (SEP 2012) {As applicable}

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)

Alternate II (JUN 2006) {As applicable}

When the Department has determined contract employee access to sensitive information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to IT resources, add the following paragraphs:

- (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-551). 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 contracting officer.

(End of Clause)

I.11 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 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](#).

(6) 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 offer or proposal.

(End of Clause)

I.12 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 below.

Contractors, (under the terms of this contract), may be expected to deliver or perform services to include program support , have access to and, in some cases, may produce Government Sensitive Data and/or will have access to third party proprietary data , or provide other type of support placing the contractor in a potential organizational conflict of interest (OCI). This could serve as a basis for excluding the contractor from supplying services to the Department of Homeland Security. The nature of this conflict occurs: (1) When either the contractor, or team member(s) (a) has access to procurement sensitive information that may provide it an unfair advantage in competing for some or all of the proposed effort; or (b) has drafted or recommended specifications or statements of work or substantially complete statements of work; (2) the contractor reviews the work of itself or any affiliates; or (3) offers advice or planning in areas in which the contractor or any affiliates have financial interests tied to particular solutions. Under these circumstances, the potential could exist for impaired objectivity and judgment under the contract resulting from this solicitation, and for an unfair competitive advantage in future procurements. Therefore, due to the nature of the work being performed, the contractor shall have restrictions on future contracting as identified in HSAR clause 3052.209-73.

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

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

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

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

(d) Mitigation. If an Offeror with a potential or actual conflict of interest or unfair competitive

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

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

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

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

(End of provision)

I.13 HSAR 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 (1) When either the Prime contractor, core team member(s) and/or subcontractor (a) has access to procurement sensitive information that may provide it an unfair advantage in competing for some or all of the proposed effort; or (b) drafts or recommends specifications or statements of work or substantially complete statements of work; (2) the contractor reviews the work of itself or any affiliates; or (3) offers advice or planning in areas in which the contractor or any affiliates have financial interests tied to particular solutions.

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

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

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

(End of clause)

I.14 HSAR 3052.215-70 Key Personnel or Facilities (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract: (specify key personnel or facilities)

Program Manager: *Name and contact info will be provided in letters*

(End of clause)

(End of Section I)