

SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF 1 52	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. SOLICITATION NUMBER HSHQDC-09-R-00056		5. SOLICITATION TYPE ☐ SEALED BIDS (IFB) ☒ NEGOTIATED (RFP)	
6. SOLICITATION ISSUE DATE 03/27/2009		7. ISSUED BY CODE DHS/OPO/IOAD U.S. Dept. of Homeland Security Office of Procurement Operations Intel and Operations Acq. Division 245 Murray Lane, SW Building 410 Washington DC 20528		8. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ Sole Source ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☒ 8(A)			
9. (AGENCY USE)		NO COLLECT CALLS		NAICS: 517410 SIZE STANDARD: \$13.5			

10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) ☐ SUPPLIES ☐ SERVICES Satellite Network Managed and Bandwidth Services	
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.	
12. ADMINISTERED BY CODE DHS/OPO/IOAD U.S. Dept. of Homeland Security Office of Procurement Operations Intel and Operations Acq. Division 245 Murray Lane, SW Building 410 Washington DC 20528	
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____	
14. PAYMENT WILL BE MADE BY CODE _____	
TELEPHONE NO. DUNS NO. ☐ CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	
15. PROMPT PAYMENT DISCOUNT	
16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION ☐ 10 U.S.C. 2304 () ☐ 41 U.S.C. 253 ()	

17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	The Department of Homeland Security intends to issue a firm fixed price contract with the Small Business Administration under the 8(a) Set-aside Program. The period of performance is one year with two option-year periods. Award will be made to the offeror that represents the best value to the Government based upon price Continued ...				

23. ACCOUNTING AND APPROPRIATION DATA		24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)	
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ☐ ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR ☐ CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
27. SIGNATURE OF OFFEROR/CONTRACTOR		28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
NAME AND TITLE OF SIGNER (TYPE OR PRINT)	DATE SIGNED	NAME OF CONTRACTING OFFICER Paul A. Attorri	DATE SIGNED

NO RESPONSE FOR REASONS CHECKED

CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
UNABLE TO IDENTIFY THE ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
OTHER (Specify)		
WE DO	WE DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include ZIP Code)		SIGNATURE
		TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM:

AFFIX
STAMP
HERE

TO:

DHS/OPO/IOAD
 U.S. Dept. of Homeland Security
 Office of Procurement Operations
 Intel and Operations Acq. Division
 245 Murray Lane, SW
 Building 410
 Washington DC 20528

SOLICITATION NO. HSHQDC-09-R-00056

DATE AND LOCAL TIME _____

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSHQDC-09-R-00056

PAGE

OF

3

52

NAME OF OFFEROR OR CONTRACTOR

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	and non-price factors. FOB: Destination				
0001	Base Year - Labor Category (List One CLIN per category)				
0002	Base Year - Annual Maintenance License 7 IF Hub (cards) Location: Washington, DC (NAC) and San Diego, CA	7	EA		
0003	Base Year - Annual Mobile VSAT Remote Circuit Management	10	EA		
0004	Base Year - Annual Mobile Terminal Set-Up and Configuration	10	EA		
0005	Base Year - 10 MHz Ku-band satellite bandwidth	12	MO		
0006	Base Year - 5 MHz C-band satellite bandwidth	12	MO		
0007	Base Year - Option Task: 8 MHz Ku-band satellite bandwidth	12	MO		
0008	Base Year - Travel Travel in accordance with the Federal Travel Regulations NTE Ceiling: \$30,000				
1001	Option Year 1: Labor Category (List one CLIN per category)				
1002	Option Year 1: Annual Maintenance License 7 IF Hub (cards) Location: Washington, DC (NAC) and San Diego, CA	7	EA		
1003	Option Year 1: Annual Mobile VSAT Remote Circuit Management	10	EA		
1004	Option Year 1: Annual Mobile Terminal Set-Up and Configuration	10	EA		
1005	Option Year 1: 10 MHz Ku-band satellite bandwidth	12	MO		
1006	Option Year 1: 5 MHz C-band satellite bandwidth	12	MO		
1007	Option Year 1: Option Task: 8 MHz Ku-band satellite bandwidth	12	MO		
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSHQDC-09-R-00056

PAGE

OF

4

52

NAME OF OFFEROR OR CONTRACTOR

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
1008	Option Year 1: Travel Travel in accordance with the Federal Travel Regulations NTE Ceiling: \$30,000				
2001	Option Year 2: Labor Category (List one CLIN per category)				
2002	Option Year 2: Annual Maintenance License 7 IF Hub (cards) Location: Washington, DC (NAC) and San Diego, CA	7	EA		
2003	Option Year 2: Annual Mobile VSAT Remote Circuit Management	10	EA		
2004	Option Year 2: Annual Mobile Terminal Set-Up and Configuration	10	EA		
2005	Option Year 2: 10 MHz Ku-band satellite bandwidth	12	MO		
2006	Option Year 2: 5 MHz C-band satellite bandwidth	12	MO		
2007	Option Year 2: Option Task: 8 MHz Ku-band satellite bandwidth	12	MO		
2008	Option Year 2: Travel Travel in accordance with the Federal Travel Regulations NTE Ceiling: \$30,000				

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal Submission Instructions

Offers shall be received by April 16, 2009 at 3:00 pm, local Washington, DC Time. Offers shall be submitted via electronic mail to Karen.a.green@hq.dhs.gov.

Prospective Offerors Questions

Questions concerning this RFP must be received via email to the Contracting Specialist at the address above with a copy sent to Paul Attorri, Contracting Officer at paul.attorri@hq.dhs.gov. Questions concerning the RFP are due by **April 2, 2009 at 3:00pm, local Washington, DC Time.**

Technical and cost/price proposals shall be separate documents and consist of the following volumes: NOTE: While the technical proposal must not contain any references to cost, resource information must be provided so that the offeror's understanding of the requirements may be evaluated.

The Offeror's proposal should be straightforward and free of extraneous information. However, simply repeating or paraphrasing the Government's requirements or Statement of Work does not constitute an acceptable and/or technically responsive proposal. Technical proposals must demonstrate how the offeror proposes to meet stated requirements, and that the offeror has the necessary understanding, expertise and experience to successfully accomplish the proposed work.

All submissions must contain a signed cover letter that includes the following information:

- a) Dun & Bradstreet Number (DUNS)
- b) North American Industrial Classification System (NAICS) Code
- c) Contact Name
- d) Contact Email Address
- e) Contact Telephone and Fax Number
- f) Complete Business Mailing Address

In addition to the cover letter, offers should include two (2) separate volumes to address the following Evaluation Factors:

VOLUME 1 – Technical consisting of:

FACTOR 1 – Technical Approach

FACTOR 2 - Management Approach
Sub-Factor 1 Management

Sub-Factor 2 Transition

FACTOR 3 – Past Performance

VOLUME 2 – Price

VOLUME 1 – Technical Proposal. Technical proposal information will be streamlined and limited to 20 pages. Vendors are cautioned that while a professional submission is desired, excessive "brochuremanship" is neither preferred nor beneficial. Failure to fully adhere to the prescribed format may result in your firm's disqualification from the competition. At a minimum, technical proposals shall address the following elements:

Technical Approach

The proposal shall address how the offeror will provide the services and accomplish the tasks outlined in the statement of work. Furthermore, the proposal shall demonstrate an understanding of the DHS requirement, and provide an efficient and realistic methodology for accomplishing this project.

Management Approach

The proposal shall address the extent to which the overall program management approach including lines of authority indicates an understanding of the project.

Offerors are encouraged to participate in the E-Verify Program (formerly described as Employment Eligibility Verification (EEV)). The offeror shall address the extent to which they participate in the E-Verify Program. Firms may register for the E-Verify Program on-line at <https://www.vis-dhs.com/employerregistration/>. This site provides instructions for completing the Memorandum of Understanding (MOU) required for official registration in the E-Verify Program. Offerors may obtain additional information about E-Verify by visiting the U.S. Citizen and Immigration Services (USCIS) website at: <http://www.dhs.gov/e-verify> or by calling USCIS at 1-888-464-4218.

Past Performance

The offeror shall describe in detail a minimum of three (3) current or past contracts, task orders and/or delivery orders within the past three (3) years that identify your experience and ability to perform the required effort successfully. The offeror may submit performance as a subcontractor, part of a team, joint venture or as part of a predecessor organization. Discuss any negative performance issues that occurred during the performance of the identified contracts and/or task orders and any corrective actions taken. Please include the following information:

- a. Project Title;
- b. Description of the Project;
- c. Contract/Task Order Number;

- d. Contract/Task Order Amount;
- e. Government Agency/Organization;
- f. Contracting Officers Technical Representatives (COTR's) name, address, phone number and email address;
- g. Current status, e.g. completed and/or in progress, start and estimated completion dates
- h. Key personnel, please identify those individuals who worked on the relevant project and are also proposed for this effort;

Past Performance Questionnaire (PPQ):

The Offeror must send the questionnaire to no more than three (3) references (in Government and/or industry). Offerors shall not submit completed PPQs with proposals. References must e-mail the completed PPQ to the Contract Specialist. It is the responsibility of the Offeror to ensure that the entire completed PPQ is received by the RFP closing date.

The Government reserves the right to use publicly available reports and data from the Contractor Performance System (CPS) found on the web at <http://cps.od.nih.gov/>. The Government may also use present and/or past performance data obtained from a variety of sources, not just those contracts identified by offerors.

Offerors that do not have past performance on efforts that are the same or similar in nature, size and complexity to the services being proposed under this solicitation must state so in its past performance narrative. If an offeror has no past performance, it shall not be evaluated favorably or unfavorably and a "neutral" rating will be provided.

VOLUME 2 – Cost/Price Proposal. This part of the proposal shall include details for all resources required to accomplish the requirements. This shall include but is not limited to the proposed prices of all supplies and services (and labor categories), fixed fully burdened hourly rates, and extended amount for the base period and all options, and the grand total.

EVALUATION CRITERIA

Evaluation Criteria and Basis for Award

This is a best value award. The evaluation criteria for this award will be based on the following factors. The Government reserves the right to conduct discussions, if it finds it necessary. Offerors are therefore cautioned that each initial proposal should contain the offerors' best terms.

Factor A: Technical Approach – Offerors will be evaluated on the how well their proposed technical approach addresses the requirements of the SOW. For network reliability, what percentage of the time is the contractor's network available for use? For responsive to change request, how quickly can the contractor reconfigure bandwidth allocations, add/delete mobile users, etc.? Offeror will be evaluated based upon demonstrated ability to effectively and efficiently provide quality control standards. The offeror must demonstrate an approach to establish effective procedures to maintain quality, timeliness, responsiveness, and customer satisfaction. Offerors will be evaluated on the demonstration of the Offerors' understanding of the main challenges and opportunities of the work, and approach to design innovative and unique solutions to the challenges identified in the SOW. The Offerors' submission will be evaluated on the soundness, technical merit, feasibility and degree of completeness in addressing all tasks of the SOW.

Factor B: Management Approach – Offerors will be evaluated upon the criteria, for employee depth, does the contractor have a knowledgeable employee to quickly take over if a person quits? Promptness with deliverable reports (does the contractor routinely provide regularly scheduled status reports on time and without prompting?)

Factor C: Past Performance – Offeror's demonstrated past performance will be evaluated under existing and prior contracts for similar services. The Government will focus on information that demonstrates quality of performance relative to the complexity of the procurement under consideration. Offeror's without a record of past performance or for whom information on relevant past performance is not available will be evaluated as neutral.

Factor D: Cost/Price

In making a best value determination, the Government will consider separately Technical Approach, Management Approach, and Past Performance. The importance of price as a factor in the final determination will significantly increase with the degree of equality in the overall merits of the proposals.

A single award will be made to the responsible offeror submitting an overall proposal that is determined most advantageous to the Government, price and non-price factors considered. Award will be made to the Offeror whose proposal meets the Government's

requirements for technical and price that represents the best value to the Government. The evaluation of proposals will be based on the following criteria:

- A. Technical Approach
- B. Management Approach
- C. Past Performance
- D. Price

The four evaluation factors are Technical Approach, Management Approach, Past Performance, and Price. The Technical Approach, Management Approach, and Past Performance factors, when combined, are more important than the Price factor. All factors shall be evaluated. All factors shall be rated, with the exception of Price. As the evaluations of the non-price factors become more equal between the Offerors, price becomes more important in making the award determination. In the event that two or more offers are determined not to have any substantial technical differences (i.e. are substantially equivalent with respect to the non-price factors), award may be made to the lower priced offer. It should be noted that award may be made to other than the lowest priced offer if the Government determines that a price premium is warranted due to technical merit. The Government may also award to other than the highest rated offer if the Government determines that a price premium is not warranted.

Basis for Award

The Government will select the best overall offer based on an integrated assessment of the evaluation factors. The award will be made to the Offeror that represents the best value to the Government, based upon price and non-price factors. The effort will include an evaluation of the strengths, weaknesses and risks associated with each stated evaluation factor. This may result in an award to a higher-priced Offeror when a proposal represents the best value to the Government. However, the Government will not make an award at a significantly higher overall price to the Government to achieve only slightly superior technical capability. Overall cost to the Government may become the ultimate determining factor for award of the resultant contract as proposals become more equal based on the non-price factors.

PAST PERFORMANCE QUESTIONNAIRE

Name of Proposed Contractor: _____

Solicitation Number: _____

Name of Rater: _____ Phone: _____

Contract Type: _____

Place Of Performance: _____

Performance Period: _____

Performance Grades:

Exceptional - Contractor's performance significantly exceeded most or all contract requirements. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.

Very Good – Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.

Satisfactory – Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.

Marginal – Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginal effective or were not fully implemented.

Unsatisfactory – Performance does not meets most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problems(s) for which the Contractor's corrective actions appear or were ineffective.

(1) Was the contractor able to effectively manage team of subcontractors, partners, vendors, etc.?

E V S M U N/A

(2) How well did the contractor adhere to contract schedules? Discuss the contractor's process and its effectiveness for minimizing schedule changes. If changes occurred, please address the contributory factors including percentage driven by Government changes in requirements or processes.

E V S M U N/A

(3) How well was the contractor able to solve contract performance problems without extensive guidance from Government?

E V S M U N/A

(4) How effective was the contractor in interfacing with the Government?

E V S M U N/A

(5) Contractor's Cost Control: How well did the contractor deliver at the agreed to Cost/Price? Describe the reasons for changes to contract value (e.g. scope changes, overrun/under run, Government-imposed schedule changes, etc.).

E	V	S	M	U	N/A
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(6) How well did the product or service meet the requirements of the statement of work?

E	V	S	M	U	N/A
---	---	---	---	---	-----

(7) How well was the contractor able to assemble and maintain an appropriate and integrated team of talented individuals required to execute the required efforts?

E	V	S	M	U	N/A
---	---	---	---	---	-----

(8) How well was the contractor able to meet milestones and delivery schedule to include responsiveness to technical direction, completion of efforts on time including wrap-up and contract administration?

E	V	S	M	U	N/A
---	---	---	---	---	-----

(9) How well was the contractor able to respond to urgent/short term requirements?

E	V	S	M	U	N/A

(10) How well was the contractor able to produce clear and adequate technical documentation?

E	V	S	M	U	N/A

(11) Given what you know today about the contractor's ability to execute, would you award to this Contractor if given the choice? (check only one)

- | | |
|---|---|
| ☐ Definitely Would Award | ☐ Probably Would Not Award |
| ☐ Probably Would Award | ☐ Definitely Would Not Award |

(12) Has the contractor ever been given a cure notice, a show cause notice, suspension of progress payments, or other letters directing the correction of a performance problem?

Yes _____ No _____

If yes, please explain:

(13) Any additional comments that you feel are important in the evaluation of the Contractor's performance.

(14) Please identify any other programs you consider relevant, which might provide us additional insight into this Contractor's performance ability.

Thank you for your efforts and timely response.

SIGNATURE OF REPRESENTATIVE

DATE

Please use the following space for continuation of responses. Please indicate the question number that is continued on this sheet.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**DEPARTMENT OF HOMELAND SECURITY
PERFORMANCE WORK STATEMENT**

TITLE: Satellite Managed Network Services and Bandwidth management for the Office of Operations Coordination and Planning

1. BACKGROUND

The Department of Homeland Security (DHS), Office of Operations Coordination and Planning (OPS) is responsible for monitoring the security of the United States on a daily basis through the coordination of activities within the Department, with Governors, Homeland Security Advisors, law enforcement partners, and critical infrastructure operators in all U.S. States and territories, to include possessions totaling more than 50 major urban areas nationwide.

The DHS OPS works to integrate national level planning and operations in order to deter, detect, and prevent terrorist acts as well as natural disasters by coordinating the work of Federal, State, Territorial, Tribal, Local, and Private Sector partners, by collecting and fusing information from a variety of sources.

2. SCOPE

The DHS OPS deployed a Satellite Communications Network to provide incident site communications and situational awareness in order to supply critical information to the Secretary, Department Components, and other partners.

The primary 4.8M Ku-Band satellite earth station and associated network infrastructure is located at the DHS Headquarters, Washington D.C. In addition there is a site located at Point Loma, San Diego, CA that services the West/Pacific area. This location offers another 4.8 Meter Ku-Band earth station for geographical survivability, and a 9.0 Meter C-Band Earth Station to support US states and territories in the Pacific Region. The DHS OPS anticipates up twenty (20) Very Small Aperture Terminals (VSAT) and several external agencies with varying amounts of VSAT systems as part of the satellite communications managed network services.

The coverage for both Ku-Band and C-Band shall include all 56 U.S. States and territories, to include Guam, Puerto Rico and the US Virgin Islands.

3. APPLICABLE DOCUMENTS: NONE

4. SUMMARY OF REQUIREMENTS:

4.1 Nebraska Avenue Complex (NAC) Managed Network Services

4.1.1 Strategic Communications Support

4.1.1.1 The Contractor shall adhere and ensure that any certification and accreditation processes address subsystem capabilities and limitations; as well as, develop decision support, simulation, or modeling systems, as requested of required by the Government once the contract has been awarded.

4.1.1.2 The Contractor shall provide performance assessments, develop actions plans for future expansion, system operational control plans, system survivability analysis, system engineering research, short-term engineering analysis, quick-reaction studies, simulation, and modeling for all strategic communications systems.

4.1.1.3 The Contractor shall assist in the expansion and maintenance of applicable concept plans, associated white papers, systems control and operations concepts, and other associated documentation.

4.1.1.4 The Contractor shall provide the DHS OPS network engineer complete visibility to the satellite network 24/7/365. The Contractor will keep the DHS OPS Network Manager abreast of all configurations made and submit proposed changes through the existing DHS OPS Engineering Review Board for approval. The Contractor is required to comply with all guidelines described within the Federal Information Systems Management Act of 2002. The Contractor will ensure that all Windows, Linux, Unix, or other systems have security protocols in place to prevent loss of data or configurations.

4.1.1.5 The Contractor shall provide full-duplex, half-duplex, and simplex transmission service of voice, data, and video traffic for point-to-point and point- to-multipoint configurations. The service may use any available satellites operating in C-band, Ku-band, Ka-band, and other commercial bands.

4.2.1 Program Management

4.2.1.1 The Contractor shall provide network performance monitoring 24 hours while the Satellite network is in use by any of DHS OPS users and provide logged information whenever requested by DHS OPS.

4.2.1.2 The Contractor shall coordinate network events with DHS OPS. Network events include scheduled maintenance outages, training exercises and incident response management. Coordination shall be conducted both via telephonic and via email with acknowledgement from the DHS OPS.

4.2.1.3 The Contractor shall prepare and provide to DHS OPS network event monthly reports by the 5th day of each month.

4.2.1.4 The Contractor shall develop configuration maintenance logs of every registered node and special purpose device within the managed network. Copies

of logs will be forwarded to DHS OPS personnel upon request or anytime that the network configurations are modified.

4.2.1.5 The Contractor shall coordinate interagency interoperability as organizations are identified by DHS OPS, ensuring that the agencies can interoperate; and conduct demonstrations and trials that verify interoperability readiness between different agencies.

4.2.1.6 The Contractor shall monitor federal communication policies and regulations, providing DHS OPS guidance on compliance.

4.2.1.7 The Contractor shall not divulge mission specific data or information to other Contractor customers, other commercial entities or other government agencies without the prior approval from DHS OPS . The name Department of Homeland Security or the acronyms DHS or DHS OPS shall not be used in any business literature or venture without prior approval from DHS OPS.

4.2.1.8 The Contractor shall propose procedures to allow bandwidth scheduling and reservation on a group basis. The reservation system shall allow for any user within the group to centrally control the scheduling of its own bandwidth as a group and any number of subgroups within 24 hours of need. The reservation system shall allow a user to combine any number of specified downlinks for any number of users within the group to receive content from one or more uplinks in the group. The reservation system shall allow for on-the-spot addition of sites to any reception group.

4.2.1.9 The Contractor shall propose procedures to ensure that the Government has sufficient notice to affect service renewals to avoid service interruptions or challenge by other commercial satellite users.

4.2.1.10 The Contractor shall provide bandwidth on a dedicated and occasional use basis. In addition, the Contractor shall propose preemptible and non-preemptible bandwidth.

4.2.1.11 The Contractor shall propose recovery procedures used in the event that the satellite being used by the Contractor suffers any failure that disrupts service to Government users. This includes partial failure and total catastrophic failure of the satellite.

4.2.1.12 Customer Care and Helpdesk support shall be provided in accordance with the Contractor's commercial practice. The Contractor shall propose the levels of service for both Customer Care and Helpdesk support. Availability of Customer Care and Helpdesk support shall be identified using Table 2.

Table 2
Customer Care and Helpdesk Support

Service Offering	Hours Offered
Customer Care	24/7/365
Helpdesk Support	24/7/365

4.2.1.13 The Contractor shall have the capability to:

1. Provide customers with timely and accurate invoicing.
2. Handle trouble calls and complaints, with identified points of contact, procedures for problem resolution, information flow, and escalation.
3. Manage the operations of each proposed subcontractor.
4. Apply their commercial quality control methodology to assure meeting all contract requirements.

4.2.2 Earth Station (4.8 Meter) Operations and Maintenance

4.2.2.1 Ongoing maintenance and operational support services shall be provided under this contract. The Contractor shall propose standard commercial maintenance and support procedures for these services. At a minimum, the Contractor shall propose and define the commercial warranty for all hardware, software, accessories, installation and other services provided under this contract. The Contractor shall propose its commercial service level agreements (SLAs) metrics as described in Task 4.6.

4.2.2.2 The Contractor shall provide routine maintenance plans for each earth station indicating quarterly, semi-annual and annual maintenance events as allowed without interruption to the mission.

4.2.2.3 The Contractor shall retain multi-vendor maintenance agreements on all government furnished equipment to insure equipment is operating to the latest manufactures specifications.

4.2.2.4 The Contractor shall coordinate and process all warranty repairs with vendors without any other cost and any non-warranty repairs with the vendors requesting reimbursement (reimbursable basis) costs of repairs from the government.

4.2.2.5 The Contractor shall take necessary actions to protect the earth station during an emergency weather situation within 12 hours of notification of the emergency.

4.2.2.6 The Contractor shall perform daily monitoring of all components' events, alarms and power levels. When possible, all faults shall be proactively resolved before they can cause network outages.

4.2.3 Very Small Aperture Terminal (VSAT) Network Operations and Maintenance

4.2.3.1 The Contractor shall develop an implementation plan that shall include IP addressing, subnetting, routing tables, and carrier parameters which shall then be configured into the iDirect Network Management System (NMS) and routers.

4.2.3.2 The Contractor shall provide daily operations, component monitoring, proactive fault isolation and troubleshooting.

4.2.3.3 The Contractor shall maintain a daily log of activities, equipment alarms and trouble tickets and provide these to OPS DHS immediately.

4.2.3.4 The Contractor shall test all redundancy and fail-over systems to ensure fault free service at least after a major update in the system is conducted or after any catastrophic failure.

4.2.3.5 The Contractor shall manage multi-vendor maintenance agreements to ensure network performance and interoperability.

4.2.3.6 The Contractor shall maintain iDirect software upgrades to ensure reliable operation and interoperability. Scheduled maintenance intervals shall occur at quarterly and semi-annual intervals.

4.2.3.7 The Contractor shall perform additional Line Card configurations. During the first month of annual service each new modem line card will need to be configured and added to the overall operations and maintenance services efforts.

4.2.3.8 The Contractor shall perform Quality of Service (QoS) management by providing a QoS strategy and implementation plan to prioritize the network traffic demands. QoS levels shall be monitored and maintained as part of the overall VSAT Network O&M.

4.2.3.9 The Contractor shall support Advanced Encryption Standard (AES) and Information Assurance (IA) capabilities by coordinating with the DHS OPS Information System Security Officer (ISSO) to ensure network IA compliance, as well as submit any changes to the overall system through the OPS Engineering Review Board (ERB) in accordance with current and future procedures and guidelines.

4.2.3.10 The Contractor shall provide configuration, operations, and maintenance of the OPS Call Manager. OPS will provide all device information to the Contractor for configuration and implementation. Call manger service shall include creation and management of the Call Manager dialing plan as well as coordination to OPS' host PBX or PSTN gateway.

4.2.3.11 The Contractor shall provide the configuration, operations and maintenance of the iDirect Net Accelerator. A TCP/IP Net Accelerator is required for any classified extension to the network architecture. If the OPS is required to carry classified traffic which must be encrypted by any HAIPE or NSA approved device the iDirect Net Accelerator is required behind each device to provide TCP/IP PEP (Performance Enhancement Proxy) and QoS. The insertion of these encryption devices renders normal PEP and QoS inoperable.

4.2.4 Engineering Development and Technology Insertion

4.2.4.1 The Contractor shall evaluate network monitoring, network simulations and analysis tools.

4.2.4.2 The Contractor shall evaluate video streaming and conferencing applications and products.

4.2.4.3 The Contractor shall evaluate potential benefit of iDirect software releases and upgrades.

4.2.4.4 The Contractor shall perform traffic analysis, network planning and engineering for upgrades and expansions.

4.2.4.5 The Contractor shall perform new carrier configurations and related link-budget and traffic analyses based on evolving traffic demands and requirements.

4.2.4.6 The Contractor shall develop a methodology for bringing cooperative remote terminals in and out of the OPS network (included in SLA).

4.2.4.7 The Contractor shall evaluate and optimize video streaming and video conferencing configurations per OPS' current requirements.

4.2.4.8 The Contractor shall evaluate the relevance and potential benefit of iDirect's new NMS software release (iDS Version 7.0) features to the DHS Network – including features like Global NMS, Remote Roaming, and Advanced QoS.

4.2.4.9 The Contractor shall prepare monthly Test and Evaluation status reports and quarterly reports covering the work performed by engineering/R&D.

4.2.4.10 Satellite Network Associated equipment Annual Licensing Fee management. The Contractor shall manage all licensing to include iDirect Hub Annual Licensing Fee and the associated coordination with iDirect for the evaluation and implementation of these upgrades. The Contractor will be responsible for managing other licenses for equipment such as routers, servers and other network associated peripherals. These licenses are critical to maintaining the networks peak performance and interoperability.

4.3 Point Loma San Diego, CA Managed Network Services

4.3.1 Program Management

4.3.1.2 The Contractor shall provide network performance monitoring 24 hours while the Satellite network is in used by any of DHS OPS users and provide logged information whenever requested by DHS OPS personnel.

4.3.1.3 The Contractor shall coordinate network events with DHS OPS. Network events include scheduled maintenance outages, training exercises and incident response management. Coordination shall be conducted both via telephonic and via email with acknowledgement from the DHS OPS.

4.3.1.4 The Contractor shall prepare and provide to DHS OPS network event monthly reports.

4.3.1.5 The Contractor shall develop configuration maintenance logs of every registered node and special purpose device within the managed network. Copies of logs will be forwarded to DHS OPS personnel upon request or anytime that the network configurations are modified.

4.3.1.6 The Contractor shall coordinate interagency interoperability as organizations are identified by DHS OPS, ensure that the agencies can interoperate; and conduct demonstrations and trials that verify interoperability readiness between different agencies.

4.3.1.7 The Contractor shall monitor federal communication policies and regulation and provide DHS OPS guidance on compliance.

4.3.1.8 The Contractor shall provide support on exhibits, exercises and conferences when requested.

4.3.1.9 Under no circumstances shall the Contractor divulge mission specific data or information to other Contractor customers, other commercial entities or other government agencies. The agency name Department of Homeland Security or the acronyms DHS or DHS OPS shall never be used in any business literature or venture benefiting the Contractor.

4.3.2 Point Loma San Diego, CA Earth Station (4.8 Meter and 9.0 Meter) Operations

4.3.2.1 The Contractor shall perform daily monitoring of all components' events, alarms and power levels. When possible, all faults shall be proactively resolved before they can cause network outages as allowed without interruption of the mission.

4.3.2.2 The Contractor shall retain multi-vendor maintenance agreements on all government furnished equipment to insure equipment is operating to the latest manufactures specifications.

4.3.2.3 The Contractor shall coordinate all warranty or non-warranty repairs with the vendors.

4.3.2.4 The Contractor shall coordinate all physical maintenance of Point Loma's assets through the local maintenance activity in San Diego. The Government will provide the Contractor with the Point Loma's maintenance activity's contact information.

4.3.3 Very Small Aperture Terminal (VSAT) Network Operations and Maintenance

4.3.3.1 The Contractor shall develop an implementation plan that shall include IP addressing, subnetting, routing tables, and carrier parameters which shall then be configured into the iDirect Network Management System (NMS) and routers.

4.3.3.2 The Contractor shall provide daily operations, component monitoring, proactive fault isolation and troubleshooting.

4.3.3.3 The Contractor shall maintain a daily log of activities, equipment alarms and trouble tickets.

4.3.3.4 The Contractor shall test all redundancy and fail-over systems to ensure fault free service.

4.3.3.5 The Contractor shall manage multi-vendor maintenance agreements to ensure network performance and interoperability.

4.3.3.6 The Contractor shall maintain iDirect software upgrades to ensure reliable operation and interoperability. Scheduled maintenance intervals shall occur at quarterly and semi-annual intervals.

4.3.3.7 The Contractor shall perform Additional Line Card configurations. During the first month of annual service each new modem line card shall need to be configured and added to the overall operations and maintenance services efforts.

4.3.3.8 The Contractor shall perform Quality of Service (QoS) management by providing a QoS strategy and implementation plan to prioritize the network traffic demands. QoS levels shall be monitored and maintained as part of the overall VSAT Network O&M.

4.3.3.9 The Contractor shall support Advanced Encryption Standard (AES) and Information Assurance (IA) capabilities by coordinating with the DHS OPS Information System Security Officer (ISSO) to ensure network IA compliance, as well as submit any changes to the overall system through the OPS Engineering Review Board (ERB) in accordance with current and future procedures and guidelines.

4.3.3.10 The Contractor shall provide configuration, operations, and maintenance of the DHS OPS Call Manager. OPS will provide all device information to the Contractor for configuration and implementation. Call manager service shall include creation and management of the Call Manager dialing plan as well as coordination to OPS' host PBX or PSTN gateway.

4.3.3.11 The Contractor shall provide the configuration, operations and maintenance of the iDirect Net Accelerator. A TCP/IP Net Accelerator is required for any classified extension to the network architecture. If OPS is required to carry classified traffic which must be encrypted by any High Assurance Internet Protocol Encryption (HAIPe) or NSA approved device the iDirect Net Accelerator is required behind each device to provide TCP/IP PEP (Performance Enhancement Proxy) and QoS. The insertion of these encryption devices renders normal PEP and QoS inoperable.

4.3.4 Engineering Development and Technology Insertion

4.3.4.1 The Contractor shall evaluate network monitoring, network simulations and analysis tools.

4.3.4.2 The Contractor shall evaluate video streaming and conferencing applications and products.

4.3.4.2.1 Streaming Video - Streaming video is a sequence of "moving images" that are sent in compressed form over the Internet and displayed by the viewer. Streaming media is streaming video with sound. It can be sent from prerecorded video files, but may also be distributed as part of a live broadcast "feed". The minimum requirement shall be the capability to support one commercially available streaming video technology.

4.3.4.2.2 Broadcast Satellite Service (BSS) - Broadcast Satellite Service is typically defined as a one-way broadcast of video from a satellite to a receiving satellite antenna. BSS examples include, but are not limited to, Business TV solutions, DIRECTV and DISH Network. The minimum requirement for BSS services shall include the ability to broadcast high quality video broadcasts over satellite to widely dispersed locations.

4.3.4.3 The Contractor shall evaluate potential benefit of iDirect software releases and upgrades.

4.3.4.4 The Contractor shall perform traffic analysis, network planning and engineering for upgrades and expansions.

4.3.4.5 The Contractor shall perform new carrier configurations and related link-budget and traffic analyses based on evolving traffic demands and requirements.

4.3.4.6 The Contractor shall streamline and simplify pre-deployment procedures; develop simplified procedures for bringing new and existing terminals into the network.

4.3.4.7 The Contractor shall develop a methodology for bringing cooperative remote terminals in and out of the OPS network. (Included in SLA)

4.3.4.8 The Contractor shall evaluate and optimize video streaming and video conferencing configurations.

4.3.4.9 The Contractor shall evaluate the relevance and potential benefit of iDirect's new NMS software release (iDS Version 7.0) features to the DHS Network – including features like Global NMS, Remote Roaming, and Advanced QoS.

4.4 Mobile VSAT Remote Circuit Management

4.4.1 The Contractor shall provide monitoring and help desk support to VSAT terminals to insure that end to end connectivity back to the host network is maintained. Remote terminal availability is subject to the terminal components and its geographical location. The specific level of availability must be calculated for each terminal. The availability results will be provided as an addendum to the Service Level Agreement (SLA).

4.4.2 The Contractor shall provide support for each remote terminal which includes the following devices:

4.4.2.1 19 Static IP addresses, 235 dynamic IP addresses

4.4.2.2 16 Voice Over IP (VoIP) phones

4.4.2.3 16 laptop computers

4.4.2.4 2 Video Teleconferencing (VTC) devices

4.4.2.5 1 Classified equipment suite

4.4.2.6 4 Analog phones

4.5 Mobile Terminal Set-up and Configuration

4.5.1 The Contractor shall ensure all terminals are registered and approved by OPS prior to authorization into the network.

4.5.2 The Contractor shall receive all new delivered remote terminals for initial configuration. The mobile terminal will be authorized to come into the network after initial set-up and configuration.

4.5.3 The Contractor shall validate and hold FCC licenses for all remote VSAT terminals, as well as provide copies of previously stated licenses to OPS personnel.

4.5.4 The Contractor shall maintain system configurations of all VSAT terminals.

4.6 Service Level Agreement. The Contractor shall develop a Service Level Agreement (SLA) that will be approved by DHS OPS prior to its implementation. The SLA shall define performance metrics to ensure the proper delivery of service. The availability of the specific services shall be determined at each network configuration change. Remote terminal availability shall be dependant upon the remote terminal specification and its geographical location.

SAMPLE
Commercial Service Level Agreements (SLAs)

SLA Description	Metric	Incentive

4.6.1 Contractor shall propose sufficient performance metrics to ensure proper delivery of service. Such metrics may include service availability, latency, time to restore, grade of service, bit error rate, jitter, event notification, and/or any other combination of commercially offered performance metrics. These metrics shall be identified by the contractor using a tabular format similar to the example provided in Table 1.

Table 1
Performance Metrics

Key Performance Indicators	Service Level	Performance Standard (Threshold)	Acceptable Quality Level (AQL)	How Measured
Availability	Routine	99.5%	≥ 99.5%	A service is considered unavailable when a FSS user experiences no satellite transmission signal for more than 10 seconds. An unavailable satellite transmission is considered available when restoration activities have been completed and a valid satellite signal has been received. Availability is calculated as a percentage of the total reporting interval time that the Network is operationally available to the Government. Availability is computed by the standard formula: $Av(x) = \frac{RI(HR) - COT(HR)}{RI(HR)} \times 100$

Key Performance Indicators	Service Level	Performance Standard (Threshold)	Acceptable Quality Level (AQL)	How Measured
Latency (One Way or Round Trip)	Routine (One Way)	400 ms	≤ 400 ms	Contractor will provide either one way or roundtrip latency measurement. Latency is measured as satellite propagation and processing delays between two SDPs, including delays in the access circuits connecting to nearest earth stations (teleports or VSATs) and will be measured via ping test.
	Routine (Round Trip)	800 ms	≤ 800 ms	
Time to Restore	Without Dispatch	2 hours	≤ 2 hours	The Contractor will calculate Time to Restore (TTR) as the elapsed time between the time a service outage is recorded in the Trouble Management System and the time the service is restored minus any (1) time due to scheduled network configuration change or planned maintenance or (2) time, as agreed to by the Government, that the service restoration of the service cannot be worked due to Government caused delays. Examples of Government caused delays include: 1) the customer was not available to allow the Contractor to access the Service Delivery Point or other customer-controlled space or interface; 2) the customer gave the Contractor an incorrect address for the SDP; 3) the customer failed to inform the Contractor that a security clearance was required to access the SDP or customer-controlled space; 4) or the Government required service at a remote site and agreed that a longer transit time was required.

5. BANDWIDTH MANAGEMENT

5.1 Contractor shall provide 10 MHz of non-preemptive Ku-band satellite bandwidth with a minimum effective isotropic radiated power (EIRP) of +45 dBW throughout Alaska, Puerto Rico, U.S. Virgin Islands, and the continental United States.

5.2 Contractor shall provide 5 MHz of non-preemptive C-band satellite bandwidth with a minimum effective isotropic radiated power (EIRP) of +35 dBW in Guam, American Samoa, Hawaii, and San Diego California.

6. TRANSITION

Transition In

The Final Transition In Plan to be delivered 10 business days after contract award, the final transition in plan briefing shall provide details on the transitioning in of incumbent resources, ensuring a smooth transition process.

The contractor shall have the ability to VPN with 3DES level authentication into the network via user credentials that will be provided to them upon award of the contract. This VPN connection will be utilized for remote connectivity to equipment listed within the Scope of Work and tracked via monitoring software as well as other security controls.

It is imperative that the users sign a user agreement prior to receiving logon credentials to the system or systems.

Transition Out Plan

The contractor shall provide a final transition out plan of 90 days for an orderly transition to its successor(s) to ensure that the level and quality of services are maintained. The transition out plan shall describe the phased staffing plan. This plan shall have clearly defined milestones and phases that will allow a smooth transition.

The contractor shall exercise its best efforts to affect an orderly and efficient phase-out of services during transition to the successor(s).

6.1 Site Preparation

6.1.1 The Contractor shall conduct site surveys at all locations if required and provide site survey reports to the Government two weeks prior to the cut-over.

6.1.2 The Contractor shall deliver an acceptable, detailed, system design to the Government. This design plan, at a minimum, will address network topology, configuration, addressing (fleet mapping), coverage, availability, reliability, scalability, security, and disaster recovery requirements.

6.2 Network Management

6.2.1 The Contractor shall submit a detailed, overall management plan for the Government to include operational support.

6.3 Documentation

6.3.1 The Contractor shall provide the Government with all required documentation (i.e. Systems Specifications Document, System Design Document, and Test Documentation when completed).

6.4 Conduct Pre-Cutover Testing

ID Number	Name of Feature	Description
1	Re-Distribution of satellite bandwidth pool	The Contractor will allow redistribution of satellite bandwidth in response to support unplanned events or to accommodate traffic surge as follows: 1. On demand redistribution without changing the total bandwidth in the pool 2. Global sharing by reallocating a part of the bandwidth pool to another region of the same or another satellite's footprint
2	Deployable service	The Contractor will provide deployable service at the Government's specified permanent or temporary locations for a short duration, via Contractor's owned-and-operated truck or trailer-mounted uplink and downlink terminal, to provide Fixed Satellite service.

3	Delivery of data and multimedia at high speed (broadcast service)	The Contractor will be prepared to provide high speed delivery of large data files, such as databases, digital imagery, and high resolution live video to field sites and other remote locations worldwide.
4	Internet Access (circuits)	The Contractor will provide high-speed access to Internet as follows: 1. Networked or shared access to users at a minimum data rates of 128 Kbps for transmit and 400 Kbps for receive 2. Dedicated access to an user at data rates of up to 45 Mbps Secured satellite transmission (Standard: NIST DES/AES).

6.5 Final Cut-Over procedure

6.5.1 The Contractor shall communicate schedule and status with stakeholders

6.5.2 The Contractor shall obtain authorization to proceed or delay from the Government.

6.5.3 The Contractor shall activate new service(s) upon completion of cut-over.

6.5.4 The Contractor shall conduct acceptance test.

6.5.6 The Government shall notify the Contractor of rejection of service within 72 hours of cutover.

6.5.7 The Contractor shall obtain signoffs for cutover completion from the Government.

7. DELIVERABLES/DELIVERY SCHEDULE

All deliverables shall be prepared in the Contractor format using Microsoft Office Suite tools and delivered electronically to the COTR and alternate COTR. Monthly deliverables are due on the 5th business day. Status Reports shall include progress of work, status of the program and assigned tasks, person-hours expended for the reporting period and cumulatively for the task order; any trips and significant results; information of existing or potential problem areas.

SOW Task #	Deliverable Title	Due Date
All	Monthly Status Report	Monthly, NLT the 5 th of each month for the previous monthly period.
4.2.1.3 4.3.1.4	Network Event Reports	Monthly, Included in Monthly Status Report
4.2.2.2	Maintenance Plan	Quarterly from Date of Award

4.2.3.1 4.2.3.8 4.3.3.1 4.3.3.8	VSAT Implementation Plan	Draft due NLT 30 days from Date of Award with monthly updates on the 5 th of each month
4.2.4.9	Test and Evaluation Status Reports	Monthly, Included in Monthly Status Report
4.6	Service Level Agreement	NLT 5 business days from Date of Award
4.2.1.4	Configuration Maintenance Logs	As configurations are modified or by request
4.2.1.11	Recovery Procedures	NLT 30 days from Date of Award
4.2.2.3 4.3.2.2 4.2.3.5	Maintenance Agreements	Contractor shall keep on file for Government review as requested, at end of contract Contractor shall deliver to Government
4.2.3.3 4.3.3.3	VSAT Daily Log	Monthly, Included in Monthly Status Report

8. SECURITY

Contractor access to classified information is not currently required.

9. PLACE OF PERFORMANCE

The primary worksite is the contractor's facility. The contractor will also be required to perform maintenance and attend meetings at DHS Headquarters, Washington DC and SPAWAR Facilities at Point Loma San Diego, CA.

10. PERIOD OF PERFORMANCE

10.1 Base period: 365 calendar days from date of award

10.2 Option Period 1: 365 calendar days

10.2 Option Period 2: 365 calendar days

11. OTHER CONSIDERATIONS

All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with the Federal Travel Regulations. The Contractor shall be responsible for obtaining COTR approval (electronic mail is acceptable) for all reimbursable travel in advance of each travel event.

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

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text can be accessed electronically at this internet address: <http://acquisition.gov/far/index.html>.

FAR Clause No.	Title and Date
52.242-15	Stop-Work Order (AUG 1989)(<i>for other than cost reimbursement task orders</i>) and ALTI (APR 1984) (<i>for Cost Reimbursement task orders</i>)
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)

FAR Clause No.	Title and Date
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.203-13	Contractor Code of Business Ethics and Conduct (DEC 2007)
52.203-14	Display of Hotline Poster(s) (DEC 2007)
52.204-2	Security Requirements (AUG 1996)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.204-9	Personal Identity Verification of Contractor Personnel (NOV 2006)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (SEP 2007)
52.212-1	Instructions to Offerors – Commercial Items (JUN 2008)
52.212-4	Contract Terms and Conditions – Commercial Items (FEB 2007)
52.216-7	Allowable Cost and Payment (DEC 2002)
52.217-5	Evaluation of Options (JUL 1990)
52.217-8	Option to Extend Services (NOV 1999) <i>Fill in: Within 60 calendar days</i>
52.219-14	Limitations on Subcontracting (DEC 1996)- <i>Applicable to Set Aside TOs Only</i>
52.219-17	Section 8(a) Award (DEC 1996)

FAR Clause No.	Title and Date
52.219-18	Notification of Competition Limited to Eligible 8(a) Concerns (JUN 2003)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-48	Exemption From Application Of Service Contract Act Provisions – Contractor Certification (NOV 2007)
52.222-50	Combating Trafficking in Persons (AUG 2007)
52.223-5	Pollution Prevention and Right-To-Know Information (AUG 2003)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-10	Waste Reduction Program (AUG 2000)
52.223-14	Toxic Chemical Reporting (AUG 2003)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-5	Trade Agreements (NOV 2007)
52.225-8	Duty-Free Entry (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-14	Rights in Data - General – Alternate IV (DEC 2007)
52.228-5	Insurance – Work on a Government Installation (JAN 1997)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.230-2	Cost Accounting Standards (APR 1998)
52.230-6	Administration of Cost Accounting Standards (MAR 2008)
52.232-1	Payments (APR 1984)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-18	Availability of Funds (APR 1984)
52.232-19	Availability of Funds for the Next Fiscal Year (APR 1984)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003) ALT I (FEB 2002)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JUL 2002) ALT I (DEC 1991)

FAR Clause No.	Title and Date
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 2001)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes--Fixed-Price (AUG 1987) ALT II (APR 1984)
52.243-2	Changes – Cost Reimbursement (AUG 1987) ALT I and ALT II (APR 1984)
52.243-3	Changes--Time and Material or Labor Hours (SEP 2000)
52.244-2	Subcontracts ALT I (JUN 2007)
52.244-5	Competition in Subcontracting (DEC 1996)
52.244-6	Subcontracts for Commercial Items (MAR 2007)
52.245-1	Government Property (JUN 2007)
52.245-2	Government Property Installation Operation Services (JUN 2007)
52.246-25	Limitation of Liability – Services (FEB 1997)
52.249-2	Termination for Convenience of the Government (Fixed Price)(MAY 2004)
52.249-4	Termination for Convenience of the Government (Services)(Short-Form)(APR 1984)
52.249-6	Termination (Cost Reimbursement)(MAY 2004) and ALT IV (SEP 1996)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.249-14	Excusable Delays (APR 1984)
52.251-1	Government Supply Sources (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

Partnership Agreement Between the United States Small Business Administration and the United States Department of Homeland Security, dated December 12, 2006. Statement #22 reads:

SBA may not be identified in Section A of the contract, it is still the prime contractor on the contract.

JOINT VENTURE: The rules governing 8(a) program joint ventures are described in 13 CFR 124.513.

FAR Clauses in Full-Text:

52.212-2 Evaluation—Commercial Items.

EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Approach; Past Performance and Price.

The significant evaluation factors: (i) define your technical approach, (ii) past performance and (iv) price. In accordance with FAR 15.304, the relative importance of technical approach and past performance, when combined, are more important when compared to price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 Offeror Representations and Certifications—Commercial Items.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUNE 2008)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;

- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

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

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

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(1) Whose management and daily business operations are controlled by one or more women.

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.*

[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, or is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

☐ 50 or fewer	☐ \$1 million or less
☐ 51–100	☐ \$1,000,001–\$2 million
☐ 101–250	☐ \$2,000,001–\$3.5 million
☐ 251–500	☐ \$3,500,001–\$5 million
☐ 501–750	☐ \$5,000,001–\$10 million
☐ 751–1,000	☐ \$10,000,001–\$17 million
☐ Over 1,000	☐ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It is, or is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, or has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

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

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

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

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

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

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

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

(2) *Affirmative Action Compliance*. The offeror represents that—

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The

Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

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

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

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

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent*.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
 - Name _____.
 - TIN _____.

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

(End of provision)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—
COMMERCIAL ITEMS (JUNE 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

___ (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Reserved]

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

X (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

___ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

- X (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- X (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- ___ (ii) Alternate I (Aug 2007) of 52.222-50.
- ___ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- X (28) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- ___ (29)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (31) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (37) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ___ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- ___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

52.217-5 Evaluation of Options.

Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.217-9 Option to Extend the Term of the Contract.

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

52.219-17 Section 8(a) Award.

As prescribed in 19.811-3(c), insert the following clause:

SECTION 8(A) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Department of Homeland Security, Office of Procurement Operations the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Department of Homeland Security, Office of Procurement Operations Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Department of Homeland Security, Office of Procurement Operations.

(End of clause)

52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns.

NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The _____ [insert name of SBA's contractor] will notify the Department of Homeland Security, Office of Procurement Operations Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

HOMELAND SECURITY CLAUSES IN FULL TEXT

HOMELAND SECURITY ACQUISITION REGULATION CLAUSE 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 45 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

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

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

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

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

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

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

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

(End of clause)

**HOMELAND SECURITY ACQUISITION REGULATION CLAUSE 3052.242-71,
CONTRACTOR EMPLOYEE ACCESS, JUN 2006**

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

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

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

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

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

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

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

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

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

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

(End of clause)

**Alternate I
(JUNE 2006)**

- (a) Before receiving access to IT resources under the task order, 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.
- (b) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in the task order or approved by the COTR in writing as necessary for performance of the work under the task order. 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 the task order 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.
- (c) Contractor access to DHS networks from a remote location is 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 task order, or Government Furnished Equipment (GFE).
- (d) 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 task order for any delays resulting from unauthorized use or access.
- (e) 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 task order, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:
 - (1) The individual must be a legal permanent resident of the U.S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
 - (2) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and
 - (3) The waiver must be in the best interest of the Government.
- (f) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the task order. Any additions or deletions of non-U.S. citizens after task order award shall also be reported to the Task Order Contracting Officer.

**HOMELAND SECURITY ACQUISITION REGULATION CLAUSE 3052.242-72,
CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE, DEC 2003**

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

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

PAYMENT AND INVOICE INFORMATION

Payment shall be made for services accepted by the Government delivered to the destinations set forth in each the contract. The Government will make payment in accordance with the Prompt Payment Act (31 V.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. The Government will make payment in accordance with the clause FAR 52.232-33, Payment By Electronic Funds Transfer - Central Contractor Registration (May 1999).

All invoices/vouchers shall contain the following information at a minimum:

- Name & Address of Contractor/Signature and Name of point of contact
 - Date and invoice number
 - Contract number
 - Contract Line Item Number (CLIN), if applicable
 - Quantity, unit price, and extension of each CLIN
 - Performance period (covered by the invoice)
- a. Upon inspection and written acceptance of the services described, the Contractor shall be entitled to payment. Payment of each CLIN will be made upon presentation of an acceptable voucher.
- b. To receive timely payment, the Contractor shall follow the instructions provided above and submit to the following addresses:

MAILING ADDRESS:
Department of Homeland Security
Federal Law Enforcement Training Center
1131 Chapel Crossing Road
Bldg 66 - Finance
Glynco, GA 31524