

July 11, 2017

**To:** Prospective Firms on GSA Schedule IT-70, SIN 132-51

**From:** Office of Procurement Operations (OPO), Department of Homeland Security (DHS)  
Headquarters

**Subject:** Request for Quotation (RFQ) HSHQDC-17-Q-00232 for a Service Management Tool and Support Services

The OPO is issuing this competitive RFQ to solicit selected General Services Administration (GSA), Federal Supply IT 70 Schedule (General Purpose Communication Information Technology Equipment, Software, and Services) contract holders for the purpose of entering into a Task Order under an existing GSA Schedule contract.

The DHS OPO will conduct this acquisition using Federal Acquisition Regulation (FAR) Subpart 8.4, and it anticipates awarding a Task Order after receipt and evaluation of qualified vendor quotations.

It is the Government's intent to award a task order to the responsible Offeror whose quote, in conforming to the RFQ, provides the overall best value to the Government considering technical evaluation factors and price.

The Government reserves the right to cancel this solicitation without award if the needs of the requirement are not met. This RFQ does not commit the Government to pay for the preparation and submission of a quotation.

A two phase multi-step down-select strategy will be used for this procurement.

**Interested firms are required to submit one Phase I Technical Submission. Upon review and validation of the Pass/Fail (Go/No Go) factors, qualified firms will be invited to submit a Phase II Technical Quotation and a separate Price Quotation (Volume II and III) with the Key Personnel participating in an interactive technical submission (oral presentation) to deliver the technical portion of the response to this solicitation.** The quotations will be provided to Government officials for the purposes of assuring that the prospective contractor has a complete understanding of the scope of this effort and has the capability to complete all required tasks of the Statement of Work (SOW). A pricing response must be provided for all of the tasks associated within each Task Area as requested with the Schedule of Prices - pricing attachment (**Attachment 3**). **Any quotation that is non-compliant with any requested submission requirement of this RFQ may immediately be removed from further consideration.**

The Government anticipates that the majority of this effort may be performed under the GSA Federal Supply schedule (FSS) GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES, Schedule 70, SIN 132 51, Information Technology Professional Services. However, in order to provide a total solution using GSA schedules and labor categories, other GSA schedules may be appropriate. Firms may propose appropriate labor categories from their other GSA Federal Supply Schedule contracts or contractors may team with another GSA Schedule holder to offer a blended solution. When proposing multiple schedules, please identify and group labor categories by their respective schedule contracts.

If you are interested in this acquisition, you may participate by submitting your response in accordance with the following instructions.

**RFQ INSTRUCTIONS:**

- Phase I – Submission of Pass/Fail (Go/No Go) factors (**Volume I**)
- Phase II Submission (**Upon Request**): Qualified firms are required to **submit two separate volumes – (1) one Technical quote (Volume II: Technical Quote) and (2) one Price Quote (Volume III: Pricing Quote)** to Government officials for the purpose of assuring that the prospective contractor has a complete understanding of the scope of this effort and has the capability to complete all required tasks of Statement of Work (**SOW**) (**Attachment 1**).
- Your submission **MUST** cite the applicable GSA Schedule contract number(s) in all documents submitted in response to this RFQ.
- A response must be provided for all of the tasks associated within each Task Area where a submission is provided. **Any quotation that is non-compliant with any requested submission requirements of this RFQ may immediately be removed from further consideration.**
- All Firms shall certify in writing that their proposed solution falls within the scope of the vendor's referenced GSA Schedule contract(s) as applicable by completing, signing, and returning RFQ **Attachment 2**.
- Please review the requirement and respond via email to the Contracting Officer (CO) and Contract Specialist (CS) with a courtesy intent to provide a quote or no-quote (bid/no-bid decision) as soon as possible.

**1. SERVICES REQUIRED:**

OPO requests quotations for the requested services to be provided using a Hybrid Fixed-Price and Time and Material basis.

Service Management Tool and Support Project Summary:

The DHS Office of the Chief Information Officer (OCIO), Information Technology Services Office (ITSO) provides IT support to the Management components approximately 14,000 users. As a part of this support ITSO uses a service management software to track and process IT break/fix issues (BMC's Remedy). This includes entering assets into the system as they arrive, tracking distribution to Management personnel, taking Help Desk tickets as they break or need maintenance, tracking the status of Help Desk tickets across multiple contractors providing support, to finally reclaiming the asset and ultimately disposing of it. Other Management Offices also use service management software. For instance, the Office of the Chief Financial Officer (OCFO) uses a service management software to track financial actions. The Office of the Chief Human Capital Officer (OCHO) uses a service management software to track human capital, from on-boarding to assignment to off-boarding, and everything in between. The Office of the Chief Security Officer (OCSO) uses a service management software to track security packages, including Entry-on-Duty (EOD) applications, clearance assignments and

upgrades. Currently all of these Offices use a different service management software, all of which are housed at a DHS data center.

In November 2010, the Office of Management and Budget (OMB) announced that federal government agencies would adopt lighter IT solutions, including a “cloud-first policy” and a goal of reducing data centers usage 40% by 2015. Therefore, ITSO has a requirement for service management tool (SMT) support to migrate the current SMTs from the data center into the cloud. In order to save costs and streamline operations this SMT that will provide required support for all Management Directorate Offices.

See the Statement of Work (SOW) – RFQ Attachment 1, Entitled: “Service Management Tool and Support” for additional information.

**2. PERIOD OF PERFORMANCE:**

The period of performance for this non-severable and severable services task order is 78 months beginning from date of award through option period 6. There is a Base Period of 1 year plus five 12 month option periods and one 6 month option period.

|                  |                                     |
|------------------|-------------------------------------|
| Base Period:     | From Date of Award through Month 12 |
| Option Period 1: | Month 13 through Month 24           |
| Option Period 2: | Month 25 through Month 36           |
| Option Period 3: | Month 37 through Month 48           |
| Option Period 4: | Month 49 through Month 60           |
| Option Period 5: | Month 61 through Month 72           |
| Option Period 6: | Month 73 through Month 78           |

**3. SPECIFIC REQUIREMENTS:**

See the Statement of Work (SOW) - RFQ Attachment 1.

**4. LEVEL OF EFFORT:**

The Government’s estimated Level of Effort under this task order is listed in the Pricing spreadsheet. Firms are required to submit pricing in compliance with the **Attachment 3 Pricing Template – Schedule of Prices (Excel Spreadsheet)**

The estimated level of effort is an approximation that is NOT binding and may or may not represent the full scope of the requirement. This information, along with any other estimate provided within this document or attachments is provided only for estimation purposes. As applicable, all firms must analyze the requirements of the SOW and propose a level of effort and labor mix that they believe will provide the necessary capabilities.

**5. QUESTIONS:**

If your firm has questions regarding this requirement, please submit your inquiries immediate via email but no later than **7 July, 2017 at 3:00PM** Eastern Standard Time to both points of contact listed below:

Name: Gregory Ruderman  
Contracting Officer  
Email: Gregory.Ruderman@hq.dhs.gov

Name: Scott Simpson  
Contract Specialist  
Email: Scott.Simpson@hq.dhs.gov

- Questions submitted by a method other than email will not be accepted or answered.
- Any questions received after the above specified cut-off date and time will not be accepted or answered.
- All email inquiries must have “**Questions – RFQ # HSHQDS-17-Q-00232**” included in the subject line.
- The Government’s response will be emailed to all solicited vendors on/about **8 July, 2017**.

**6. ANTICIPATED CONTRACT TYPE:**

The Government anticipates awarding a Hybrid Firm-Fixed Price, Labor Hours, and Time and Materials task order.

**7. RFQ RESPONSE DUE DATE and RFQ Timeline:**

**RFQ DUE DATE:** This solicitation will be conducted in two phases. Written responses to the 1<sup>st</sup> phase of this RFQ must be submitted by **July 11<sup>th</sup>, 2017 3:00 PM Eastern Time (EST), Month to the CO/ and CS**. All correspondence must have “**RFQ # HSHQDS-17-Q-00232**” in the subject line. Qualified firms will be invited to continue into Phase II. **The Phase II submission will consist of an Oral Presentation augmented by a limited written (MS PowerPoint Slides) submission with key personal resumes.**

NOTE: It is the Offeror’s responsibility to read the RFQ and all related documents carefully. Additionally, it is the Offeror’s responsibility to ensure/verify the Government receives its submission on or before the date/time specified. **The Government reserves the right to not accept any late quotes. Please do not wait until the deadline to submit your quotation.**

**PLANNED RFQ TIMELINE:** The following table provides planned dates for RFQ events. These dates are subject to change.

| Event                            | Date   |
|----------------------------------|--------|
| Questions Due from Vendors       | July 7 |
| Answers Sent to Interested Firms | July 8 |

| Event               | Date                  |
|---------------------|-----------------------|
| Phase I Quotes Due  | July 11               |
| Phase II Quotes Due | July 17 – 3PM Eastern |
| Oral Presentations  | July 19-25            |
| Award Decision      | August 16             |

**8. SUBMISSION REQUIREMENTS:**

All submissions shall be submitted electronically via email on or before the RFQ closing date as stated above. We kindly request a “no quote / no-bid reply” with a brief explanation if your firm chooses not to respond to this RFQ.

**A. Format for Submission:**

| Volume # & Contents<br>/<br>Section # | Volume 1<br>Phase I<br>Submission of<br>Pass/Fail (Go/No<br>Go) factors | Volume 2<br>Phase II<br>Technical Quotation   | Volume 3<br>Phase II<br>Price Quotation               |
|---------------------------------------|---|---|---|
| <b>Section 1</b>                      | <b>Phase I: Factors 1-5</b>   | <b>General</b>  | <b>General</b>  |
| <b>Section 2</b>                      |   | <b>Technical Assumptions</b>  | <b>Price Assumptions</b>                              |
| <b>Section 3</b>                      |   | <b>Technical Quote:<br/>Factor 1:<br/>Migration and<br/>Implementation<br/>Experience<br/>AND<br/>Factor 2:<br/>Technical and<br/>Management<br/>Approach</b> | <b>Pricing Quotation<br/>(Schedule of<br/>Prices)</b> |

**B. Page Limitation:**

**Phase I Volume I** – The Submission of Pass/Fail (Go/No Go) factors – **Attachment 4** has no page limitation. The template as provided in **Attachment 4** will constitute the complete Phase I submission.

**Phase II Volume II** – The PowerPoint submission is not limited to a certain number of slides but all slides must be presented in the oral presentation to be considered. A cover page, Section 1 (General), Section 2 (Technical Assumptions), and Resumes are not included in this limitation. For resumes, individual resumes are limited to two (2) pages per person. Resume pages in excess of two (2) pages will not be considered.

**Phase II Volume III** – The Price submission has no page limitation. The Excel-based worksheet as provided in **Attachment 3**, “Pricing Template” will constitute the complete price submission.

**Format (In Print Form):**

- Paper size should be 8.5” x 11.”
- Double-sided pages
- Single-spaced lines, including text in figures
- 1 inch margins for the body of the document
- ½ inch margins for headers and footers
- Standard, consecutive page numbering; in “page x of y pages” format of the page footer.

**Font:**

- 11-point or larger (New Times Roman) text for the proposal and all attachments
- 10-point or larger (New Times Roman) text for all tables and figures in the body of the proposal

**\*Note** - Firms shall not include any pricing related information in their technical quotes.

**C. Interactive Oral Presentation – General Information:**

Upon entry into the Phase II Evaluation, firms are required to **submit one technical quote and a separate price quote** to Government officials for the purposes of assuring that the prospective contractor has a complete understanding of the scope of this effort and has the capability to complete all required tasks of the Statement of Work (SOW) (Attachment 1). This technical quote shall consist of a PowerPoint slide presentation and attachments, submitted in writing and presented interactively. The combined written and interactive presentation will constitute the complete technical submission.

The Contracting Officer, Contract Specialist, and the Technical Evaluation Team members will attend the required presentation.

**Constraints:**

Attendance at the oral presentation and the subsequent question and answer session will be limited to the firm’s key personnel and no more than two (2) additional corporate representatives of the firm’s team. A firm’s key personnel includes only those persons who will be assigned to the contract as key personnel (which may include teaming partners). The additional individuals (e.g., CEO, company president, VP, legal or contract representative, etc.) from the firm’s team may attend but will not be allowed to present at the oral presentation, except as part of a brief introduction that will not be evaluated, but will count towards the firm’s allotted time.

The firm will be given 15 minutes for set up. After opening remarks by the Government, the firm will be given up to 120 minutes to make the best case that they can to convince the Government that they should be selected, while discussing all of the submission requirements listed in this RFQ. The presentation will be stopped precisely at 120 minutes from the start of the presentation.

Upon completion of the presentation, the Government will caucus to discuss the firm's presentation and to formulate any questions regarding the presentation. The Government and firm will then address any questions or clarifications posed by the Contracting Officer or the Technical Evaluation Team Chairperson. The question and answer session is expected to last approximately not more than 60 minutes. If necessary, the firm may briefly caucus to coordinate responses to specific questions or clarifications. Any questions posed by the Government in response to the presentation will be for elucidation/engagement only, it will not be for the purpose of changing or altering the firm's submission.

The total presentation, caucus, and question and answer session are expected to last approximately 3.5 hours. At the expiration of this time, the quotation response will be considered complete. Unsolicited changes to the submission will not be accepted without a formal Contracting Officer written request.

**Interactive Oral Presentation Format and Media:**

The presentation content should be ordered as listed as stated in section 8 and 9 of this document. Firms are advised that the presentation format should be organized to cover each of the assigned technical evaluation factors for the volume. During the presentation the contractor shall not present or discuss any information related to the price evaluation factor. The contractor will not present or discuss any topic that is not stated in the written slides.

There is no limit to the number of slides that can be presented during the oral presentation. Slides should be sequentially numbered in the slide footer. The slides shall not contain any fonts smaller than a proportionally spaced font (such as Times New Roman) of at least 11 points.

**Submission of Volume II**

Offerors must email an electronic copy of the PowerPoint Slides to the Contracting Officer and Contract Specialist no later than 10:00 AM Eastern Time on the Friday before the date of the schedule interactive oral presentation. The presentation format must be compatible with Microsoft PowerPoint version 2013. Attachments to the presentation (eg. resumes) must be in Microsoft Word or in PDF format.

Firms must bring 5 copies of the presentation for the Government audience. It is recommended that firms provide a projector for their presentation. A Government issued projector may be provided upon request. All firms are required to provide a laptop for their presentation. Please note: Internet connectivity is not permitted.

**Oral Presentation Scheduling:**

The Contracting Officer will schedule the presentations. They will be held in the Washington DC area and are tentatively scheduled to begin on **19 July, 2017**. Time slots will be selected by lottery and assigned randomly and may not be swapped or changed. The Government reserves the right to reschedule any Offeror's presentation at its sole discretion. The exact location, will be provided when the presentations are scheduled. All firms found qualified for Phase II will be notified in writing by the Contracting Officer with the date and time of their interactive oral presentation. All firms found to be not qualified in Phase I will be notified in writing by the CO.

**Recording of Oral Presentation:**

The firms may not electronically record any of the oral presentation process. However, the Government may elect to record the oral presentations.

**9. REQUIRED COMPONENTS OF EACH VOLUME AND SECTION:**

**Volume 1 Phase I - Submission of Pass/Fail (Go/No Go) Factors**

**Phase I**

**Factor 1: OEM Hosted cloud solution**

The firm is required to provide the name of the Service Management Tool that they propose to use to meet the requirements of the RFQ.

The firm is required to certify that the proposed tool is hosted in the SMT Original Equipment Manufacturer's (OEM) Cloud.

Eg. Firm proposes to use "ABC" SMT solution. Vendor certifies that "ABC" SMT solution is hosted in "ABC's" cloud.

The solution may not be hosted in a non SMT OEM commercial cloud.

**Factor 2: FedRAMP certified for cloud services**

The firm is required to provide documentation that its solution is certified by FedRAMP to be hosted and used in the specified cloud.

Ex. Firm proposes to use ABC solution, hosted in ABC's cloud. Vendor must provide documentation that FedRAMP has certified ABC's Service Management Tool to be hosted in ABC's cloud.

**Factor 3: Meets Government technical modules**

The firm is required to document that its solution meets all of the Government's technical modules within a single platform. Statement of Work (Service Management Tool Licensing SOW) Section II – Service Management Tool Modules – which states the different Service Management Tool modules required and their descriptions. Firms must provide documentation that their solution meets all of these module requirements.

**Factor 4: OEM Certified Key Personnel**

The firm is required to state that proposed Key Personnel have been certified by the OEM Service Management Tool provider to migrate, install, operate, and maintain its product.

Ex. The vendor proposes to use ABC solution. Vendor must state that ABC certified the vendor's key personnel to migrate, install, operate, and maintain ABC's product.

**Factor 5: GSA Pricing**

All quoted requirements (including SMT Licensing, M&I, O&M services) must be included on the Firm's and or an approved partner's GSA Schedule. Firm's will self-certify using Attachment 2 for validation.



## **Volume 2 Phase II – Technical Quotation**

(Delivered in the form of a Microsoft PowerPoint slide presentation)

### **Section 1 – General**

This section shall include a cover sheet. This cover sheet shall only include the information listed below in letters A - Q:

- A. Name of Vendor
- B. Address
- C. City, State, Zip code
- D. Data Universal Numbering System (DUNS) Number
- E. Taxpayer Identification Number (TIN)
- F. Points of Contact (Primary & Alternate) for both Technical and Pricing Submissions
- G. Telephone Number
- H. Electronic Mail Address
- I. Solicitation/Quotation number
- J. Date of Quotation
- K. GSA Schedule Contract Number
- L. Small Business Representations made by the Vendor
- M. Prompt Payment Terms
- N. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item
- O. Names and contact information of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation
- P. Name, title, and signature of person authorized to sign the quotation.
- Q. Current Performance Period the GSA Schedule with Option Periods as applicable

### **Section 2 – Technical Assumptions**

**Assumptions** - Firms must indicate, in this section only, if any *technical* related assumptions have been made, conditions have been stipulated or exceptions have been taken with the Statement of Work as written. If technical assumptions are not noted in this Volume and this section of the quote, it will be assumed that the Offeror's quote reflects no technical assumptions for award and the Offeror agrees to comply with all of the terms and conditions set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the Offeror's quote. Accordingly, any technical related assumptions listed in any other volume or section shall be null and void.

Any exceptions taken to the terms and conditions of the RFQ shall be stated in this Section. The Offeror is advised that any exception taken to the terms and conditions of the RFQ may adversely impact its evaluation rating. Any assumptions that are considered unacceptable by the Government and cannot be resolved may result in the Offeror being removed from consideration.

**Section 3 – Technical Quote**

**To be delivered in the form of a PowerPoint document and presented orally**

**See Section 8 above for Interactive Oral Presentation instructions.**

The following areas in the Offeror’s technical quote must be addressed to sufficiently demonstrate the Offeror’s ability, unique capabilities, and demonstrated experience to successfully support this requirement.

- (a) Migration and Implementation Experience – FACTOR 1
- (b) Technical and Management Approach – FACTOR 2

**Migration and Implementation Experience – Factor 1**

The firm should show prior examples of successful implementation of similar tasks resulting in accomplishments, deliverables, and cost savings.

**Factor 1: Migration and Implementation Experience**

The vendor must describe its migration and implementation (M&I) experience. Specifically, the vendor shall list the migrations and implementations it has successfully accomplished within the last three (3) years of only its proposed solution. Note: If the vendor is proposing ABC solution it shall only list the migration and experience for that product. This description for each M&I must include, at a minimum, when the M&I took place, the name of the customer, the cumulative customer satisfaction rating (score/percent) for each M&I (as applicable), the contract number (if a federal agency), the dollar value, an estimate of the number of licensed users in the project’s user base, and whether the effort was reviewed by the OEM. If the vendor has a certification from the OEM for its M&I experience it shall list that certification as well as the total number of M&I’s performed in the last three years for that OEM. This information should be presented as a table in the PowerPoint submission using the minimum subject requirements as column headers.

**Technical and Management Approach – Factor 2**

In this section, the firm should describe its overall technical and management approach for meeting the contract objectives. The technical approach must be discussed in sufficient detail to clearly and concisely demonstrate that the firm has an understanding of all requirements specified in the SOW.

**Factor 2: Technical and Management Approach**

The vendor must demonstrate and discuss the following elements:

**Migration and Implementation** –its technical approach to migrating and implementing the first SMT module (ITSM) in the Base Period and all future modules in the Option Periods. This approach shall include an **draft outline** of a Quality Assurance (QA) Plan that addresses, at a minimum, its escalation and governance process, how it identifies and escalates critical issues and information, an explanation of the controls and people involved in the decision-making process, its methods for identifying, tracking,

reducing and reporting risks. A Final QA Plan will be required to be submitted to the Government for review and approval within 30 days **after** Task Order award.

**Customer engagement** – its approach to engaging the customer to obtain and/or share information required for the migration and implementation. This includes but it not limited to, requirements gathering sessions, project status meetings, training approach (e.g., execution of the deliverable titled “Service Management Tool Training Approach, Training Plan and Training schedule”).

**Operations and Maintenance** – its technical approach to operate and maintain the installed SMT modules in the Option Periods in accordance with SOW Section I, Subsection 5 entitled “Operation and Maintenance.” The approach to executing the governance process as defined in the requested SOW deliverable titled “Service Management Tool Governance Document.” The purpose of the governance process is to manage the implementation of changes to the DHS HQ service management tool instance. Discuss how your firm will facilitate a service management change board meeting to review and adjudicate government official (COR / CO) requested changes to the tool. Discuss how your firm will execute proposed changes and the approach for future discussion and how it will impact the system, application, workflow stability and/or difficulties for future system upgrades.

**Management** – its overall approach to managing both stages (M&I and O&M), including, at a minimum, cost management, schedule management, performance management, and any other miscellaneous issue of which the Government should be aware. The vendor shall also describe the process by which they will convert T&M/LH Tasks to Fixed Price.

**Staffing** – The firm should discuss its staffing approach, including how the firm plans to recruit, hire and retain and develop qualified staff. The firm should discuss its OEM certification training process and how its personnel receive and maintain professional credentials, the experience of its personnel, and the continuing learning opportunities available to its personnel.

### **Key Personnel Resumes**

Resumes should be an attachment to the PowerPoint submission. (This is not expected to be included within the PowerPoint presentation nor will this count towards any other submission page limitations).

Firms shall provide complete resumes for all Key Personnel. The resumes for Key Personnel are limited to 2 pages and must include proposed labor category for the individuals and the following additional information:

- Name of proposed person
- Proposed position, function, or role
- Proposed GSA labor category
- Education [including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s) / professional credentials and or certification(s) received, major field(s) of study, and approximate number of total class hours if available]
- Experience (including, in reverse chronological order, area(s) of work in which a person is qualified, company and title of position, approximate starting and

ending dates (month/year), concise descriptions of experience for each position held

- Certification that the information contained in the resume is correct and accurate.

The above information should be presented in the PowerPoint submission. (Resumes may be included as an attachment to the PowerPoint submission).

## **Volume 3 Phase II – Price Quotation**

### **Section 1 – General**

This section shall include a cover sheet. This cover sheet shall only include the information listed below in letters A - R:

- A. Name of Vendor
- B. Address
- C. City, State, Zipcode
- D. Data Universal Numbering System (DUNS) Number
- E. Taxpayer Identification Number (TIN)
- F. Points of Contact (Primary & Alternate) for both Technical and Pricing Submissions
- G. Telephone Number
- H. Electronic Mail Address
- I. Solicitation/Quotation number
- J. Date of Quotation
- K. GSA Schedule Contract Number
- L. Small Business Representations made by the Vendor
- M. Prompt Payment Terms
- N. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item
- O. Names and contact information of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation
- P. Name, title, and signature of person authorized to sign the quotation.
- Q. Current Performance Period the GSA Schedule with Option Periods as applicable
- R. Attached PDF formatted (soft copy) of the Firm's applicable GSA Schedule Contract(s)

### **Section 2 – Pricing Assumptions**

**Assumptions** - Firms must indicate, in this section only, if any *pricing* related assumptions have been made, conditions have been stipulated or exceptions have been taken with this RFQ or the Statement of Work as written. If assumptions are not noted in this Volume and this section of the quote, it will be assumed that the firm's quote reflects no assumptions for award and the firm agrees to comply with all of the terms and conditions set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the firm's quote. Accordingly, any pricing related assumptions listed in any other volume or section shall be null and void.

Any exceptions taken to the price related terms and conditions of the RFQ shall be stated in this Section.

Any assumptions that are considered unacceptable by the Government and cannot be resolved may result in the firm being removed from consideration.

Failure to utilize the attached Schedule of Prices (Attachment 3) will result in the firm being removed from consideration for award.

### **Section 3 – Pricing Quotation (Schedule of Prices)**

#### **Factor 3 - Price**

To assist Firms in providing conforming price quotations and to promote standardization across submissions, the Government has provided a pricing template **Attachment 3**, that shall be used. The Government's Level of Effort estimation is listed in this attachment. There is no page limit for the price quote.

**Failure to use the Excel template (Attachment 3) as provided, adding columns or manipulating the Excel sheet other than to provide information in the areas specifically designated for Vendor import will be viewed as unacceptable and the Offeror will be removed from consideration for award.**

**\*\*\*Non-compliant quotes will be removed from consideration for award\*\*\***

Task 1 shall be Firm-Fixed Price (FFP). Vendors shall describe their level of effort. Task 1 must not include any of the licenses required during Migration and Implementation (M&I). For all other Tasks the vendor shall only input the labor rate for the labor category and hours provided.

Licenses shall include fixed unit prices depending on the range of licenses ordered. The Contractor shall estimate the number of licenses required for M&I and shall not change the number of licenses required for O&M. The Government will not purchase all of the O&M production licenses during the M&I phase. The Government will only purchase all of the required productions licenses once M&I phase is complete and the O&M phase begins.

All Firms shall certify in writing that their proposed solution falls within the scope of the vendor's referenced GSA Schedule contract(s) as applicable by completing, signing, and returning RFQ **Attachment 2**. Your price quotation shall be based on your firm's current GSA Schedule IT-70, SIN 132-51 contract labor rates.

The Government requests a discount from your GSA Schedule Contract labor rates for the base and option periods. Please indicate the non-discounted rates, the proposed percentage of discount and the discounted rate.

**In the spirit of cost transparency, cost savings to the taxpayer, and to the Federal Government, please consider voluntarily waiving labor rate and license cost escalation within your price submission for this project. We ask all firms to highly consider saving tax payer funds by removing**

**automatic labor rate increases from current proposed rates. Also, please summarize the savings you are providing to the Government through this additional discounting effort.**

All firms must map / crosswalk their quoted GSA Schedule labor categories to the Government's identified labor categories to be utilized for this effort, a description of the skills and experience per category, and the hourly rates quoted, and any other quoted associated pricing, for calculating the quoted price for this effort.

For each labor category, ensure that there is a one-to-one correlation between the SOW labor category names provided in the RFQ, and the GSA Schedule IT-70, SIN 132-51 labor category names provided within the quote. Failure to demonstrate an appropriate crosswalk or mapping of labor categories may be considered failure to comply with the terms of this RFQ.

**Other Direct Costs (ODCs).** ODCs are provided under this Task Order. ODCs are defined pursuant to *FAR 16.601* (e.g., direct materials, G&A, subcontracts, and other direct costs that must have prior written approval from the COR in order for the Contractor to be reimbursed). The Government has provided Not-to-Exceed (NTE) placeholder amounts for quoting the ODC portions of this requirement. The placeholder amounts for ODC's are indicated in Attachment 3 - CLIN Pricing Template – Schedule of Prices (Excel Spreadsheet). Note that G&A may only be applied to travel and shall not be applied to ODC's. The G&A will be set and fixed at the rate proposed at time of award for base and all option periods. This G&A will not be subject to change. Profit/Fee is not allowed on ODCs. Local Travel will not be reimbursed under this order.

**Teaming Arrangements.** Subcontracting/Partnering Agreements (IAW GSA subcontracting procedures) rate information must also be included, if applicable. Any Contractor Teaming/Partnering Agreements shall be in accordance with GSA policy and guidelines.

If the quote includes subcontractor costs, the quote must include confirmation that the subcontractor effort is within the scope of the prime contractor's Schedule and is proposed under the prime contractor's Schedule labor categories and applicable rates.

The vendor shall submit sufficiently detailed information to permit the Contracting Officer and authorized representatives to evaluate the offer. Unless otherwise stated in this solicitation, the information may be submitted in the Offeror's own format.

### **Section 3 – GSA Schedule IT-70, SIN 132-51**

Volume 3 must also include a complete copy in PDF of the GSA Schedule IT-70, SIN 132-51 / contract terms and conditions, against which the price quotation has been issued.

## **10. EVALUATION FACTORS:**

The Phase I evaluation will be executed on a pass/fail basis utilizing objective criteria as submitted by each firm along with the (coversheet) checklist provided in **Attachment 4**. Failure of **ANY** of the following Phase I factors will result in automatic removal from further award consideration.

## **Phase I - Submission of Pass/Fail (Go/No Go) Factors**

### **Factor 1: OEM Hosted cloud solution**

1. Did the firm provide the name of the Service Management Tool that they propose to use?
2. Did the firm certify that the proposed tool is hosted in the Original Equipment Manufacturer's (OEM) Cloud?

### **Factor 2: FedRAMP certified for cloud services**

Did the firm provide documentation that its solution is certified by FedRAMP to be hosted and used in the specified cloud?

### **Factor 3: Meets Government technical modules**

Did the firm provide documentation that their solution meets all of the Government technical module requirements, SOW - Section II – Service Management Tool Modules

### **Factor 4: OEM Certified Key Personnel**

Did the firm state that proposed Key Personnel have been certified by the OEM Service Management Tool provider to migrate, install, operate, and maintain its product?

### **Factor 5: GSA Pricing**

1. Are all quoted licenses, products, and services included on the Firm's and or an approved partner's GSA Schedule?
2. Did the firm complete and sign the proper use of GSA Schedule self-certification using Attachment 2?

The Phase II Technical factors (Factor 1: Migration and Implementation Experience and Factor 2: Technical and Management Approach) are of equal importance to each other. All Phase II elements listed under each factor are of equal importance to each other. All technical factors are individually greater than price. However, price may become more important in selecting the successful firm as technical quotes become more comparable.

## **Phase II - Technical Quote**

### **A. Factor 1: Migration and Implementation Experience**

- Degree to which the Offeror demonstrates M&I experience with similar, directly relevant technical and business solutions.
- The number of applicable M&I successfully executed in the past 3 years
- The overall strength of the firms customer satisfaction ratings

### **B. Factor 2: Technical and Management Approach**

#### **Migration and Implementation**

- The firm's technical approach will be evaluated on their understanding of the objectives of the SOW and planned execution of the project. This refers to the manner in which the firm proposes to plan, manage, control, and provide the services and deliverables. The extent to

which the Offeror understands the problems, issues, constraints, organizations and system(s) involved and the approach and methodologies proposed to ensure successful accomplishment of the work will be evaluated.

- The firm draft Quality Assurance (QA) Plan's ability to address the anticipated potential problems, issues, constraints, and creativity and feasibility of solutions to problems and future integration of new processes and technology enhancements.

#### **Customer engagement**

- Demonstrates the sufficiency of its approach to engaging the customer to obtain and/or share information required for the migration and implementation, including requirements gathering sessions, project status meetings, training approach.

#### **Operations and Maintenance**

- The sufficiency of firm's governance process to manage the implementation of changes to the DHS HQ service management tool instance.
- The sufficiency of firm's ability to resolve problems, address workflow process stability, manage system upgrades, and troubleshoot unforeseen problems
- Demonstrated experience with the SOW requirement working with the Service Management Tool O&M Support CONOPS Document (SOW Section I subsection 4.3) or similar concept of operations documents
- The firm's demonstration and knowledge of the governance process utilized evaluate changes to and their potential impact to the SMT

#### **Management**

- Degree to which the Offeror's quote demonstrates an understanding of cost management, schedule management, and performance management, and any other miscellaneous issue of which the Government should be aware.
- The Degree to which the firm's quote demonstrates a sufficient process by which they will convert T&M/LH Tasks to Fixed Price.

#### **Staffing**

- Degree to which the Offeror demonstrates ability to recruit, hire and retain and develop qualified staff.
- The strength of the firm's OEM certification training process for its personnel receives, maintains professional credentials; the experience of its personnel, and the continuing learning opportunities available to its personnel

#### **Key Personnel Resumes**

- The overall strength of the proposed key personnel including education professional certifications / credentials
- The currency, quality and depth of experience of individual personnel working on similar projects (size, scope, magnitude, duration, and complexity etc.)



## Phase II – Pricing Quotation

### Price Quote

The overall price quote will be evaluated for its fair and reasonableness. Any price quotation that does not provide a fair and reasonable price may be deemed unacceptable and removed from further consideration.

The firm-fixed price quote section (ITSM Tool) will be evaluated based on the level of effort and the mix of labor proposed to perform the requirement in relationship to the Offeror's quoted solution.

The firm's labor rates will be evaluated at the labor category level for fair and reasonableness.

The Government may reject any price quote that is evaluated to be significantly not compliant with the solicitation requirements, have an unreasonable level of effort and or labor mix, an unreasonably high or low price, or reflects a failure to comprehend the complexity and risks of the work to be performed.

The price quote will be evaluated inclusive of optional line items (CLINS) and optional periods of performance based on the total quoted value.

### 11. BASIS FOR AWARD

It is the Government's intent to award a task order against an existing a GSA Schedule contract using the procedures in FAR 8.405, to the responsible Offeror whose quote, in conforming to the RFQ, provides the overall best value to the Government considering technical evaluation factors and price. The evaluation will be based on the demonstrated capabilities of the prospective firm in relation to the needs of the project as set forth in this RFQ. The merits of each quote will be evaluated carefully. Each quote must demonstrate the feasibility of successful implementation of the requirements of the RFQ.

The Government may reject any quote that is evaluated to be non-compliant with the solicitation requirements, unreasonably high or low in price, or reflects a failure to comprehend the complexity and risks of the work to be performed.

Should initial quotes not provide the Government with a satisfactory total solution, the Government reserves the right to engage with quoting firms to obtain a better understand and to reach a best value determination. The Government reserves the right to engage all, some, or none of the firms submitting quotations in response to this RFQ.

Once the government determines that a firm is the best-suited (e.g. the apparent successful awardee), the government reserves the right to engage with only that firm to address any remaining issues, if necessary, and finalize a task order with that firm. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the government, the government reserves the right to engage the next best-suited firm based on the original analysis and address any remaining issues. Once the government has engaged the next best-suited firm, no further engagements with the previous firm will be entertained until after the task order has been awarded. This process will continue until an agreement is successfully reached and a task order is awarded.

**Best Value Trade-Offs:** The Government reserves the right to make an award to other than the low priced firm if the superior technical solution, or the solution indicating a reduced performance risk,

warrants paying a premium. The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives, with a fair and reasonable price.

Technical evaluation factors are more important than price. As non-price factors equalize, price will become a more important factor in selecting the best value. Each firm should recognize that its initial price and technical quote may be used as the sole and final basis for award and should quote accordingly. Please provide pricing discounts as requested within this RFQ.

## **12. SOLICITATION PROVISIONS:**

### **FAR PROVISIONS INCORPORATED BY REFERENCE**

The provisions and clauses prescribed in this part shall be revised, as necessary, to reflect the applicability of statutes and executive orders to the acquisition of commercial items.

- (1) 52.204-16 - Commercial and Government Entity Code Reporting (Jul 2016)
- (2) 52.204-18 - Commercial and Government Entity Code Maintenance (Jul 2016)
- (3) 52.204-21 - Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)
- (4) 52.209-7 - Information Regarding Responsibility Matters (Jul 2013)
- (5) 52.209-12 - Certification Regarding Tax Matters (Feb 2016)
- (6) 52.222-56 - Certification Regarding Trafficking in Persons Compliance Plan (Mar 2015)
- (7) 52.212-3 - Offeror Representations and Certifications—Commercial Items. (Jan 2017) – [\(Note: Not required as a separate submission - Use the System for Award Management\).](#)

### **FAR Provisions Incorporated by Full Text**

#### **52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of a Hybrid Firm-Fixed Price / Labor Hour / Time and Material contract resulting from this solicitation.

(End of provision)

#### **52.216-31 Time and Materials / Labor Hour Proposal Requirements - Commercial Item Acquisition (FEB 2007)**

(a) The Government contemplates award of a Labor-Hour type of contract resulting from this solicitation.  
(b) The Offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The Offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The Offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the Offeror under a common control.

(End of provision)

#### **52.217-5 -- Evaluation of Options (JUL 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).

(End of provision)

**52.233-2 -- Service of Protest (SEP 2006) (Deviation)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Gregory Ruderman  
Contracting Officer

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

(End of provision)

**13. TASK ORDER CLAUSES:**

**Clauses incorporated at the GSA Schedule contract level flow down to this Task Order.**

The resulting task order will include the following clauses:

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

As prescribed in [12.301](#)(b)(4), insert the following clause:

**Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2017)**

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(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. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

(14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15) (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.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).
- \_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.
- \_\_\_ (v) Alternate IV (Nov 2016) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

X (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

X (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

\_\_\_ (37) (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)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

\_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

X (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

\_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.

\_\_\_ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_\_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (58) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

\_\_\_ (62) (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:

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

\_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).



\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

X (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

X (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become

effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xix) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 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)

**52.217-8 -- Option to Extend Services (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

(End of clause)

Note: IAW FAR 52.217-8, the option to extend services for an additional six months using FAR Clause 52.217-8 will be incorporated within the award resulting from this RFQ. A six month extension will be considered to be within the total project scope for purposes of evaluation and award justification.

The CO reserves the right to exercise FAR 52.217-8, Option to Extend Services if it is determined it is in the best interests of the Government. FAR 52.217-8 provides in part that the Government may require continued performance of any services within the limits, prices, and rates specified in the award. FAR 52.217-8 may be exercised at any point during the period of performance of the

task order and applies to the current period of performance immediately preceding exercising the subject option.

**52.217-9 -- Option to Extend the Term of the Contract (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within **7 days**; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least **14 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 **78 Months**.

(End of clause)

**52.252-6 -- Authorized Deviations in Clauses (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any 48 CFR Chapter 14, 48 CFR Chapter 3 clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

**FAR CLAUSES INCORPORATED BY REFERENCE**

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

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

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

[https://www.acquisition.gov/far/current/html/52\\_301Matrix.html](https://www.acquisition.gov/far/current/html/52_301Matrix.html)

**FAR 52.202-1 -- Definitions (Nov 2013)**

**FAR 52.203-12 -- Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)**

**FAR 52.204-2 -- Security Requirements (Aug 1996)**

**FAR 52.204-9 -- Personal Identity Verification of Contractor Personnel (Jan 2011)**

**FAR 52.212-4 -- Contract Terms and Conditions -- Commercial Items (Jan 2017)**

*Alternate I (Jan 2017)* When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

**FAR 52.223-10 -- Waste Reduction Program (May 2011)**

**FAR 52.227-14 -- Rights in Data – General (May 2014)**

**FAR 52.232-18 – Availability of Funds (Apr 1984)**

**FAR 52.243-3 -- Changes -- Time-and-Materials or Labor-Hours (Sep 2000)**

**FAR 52.245-1 -- Government Property (Jan 2017); With Alternate I (Apr 2012)**

**FAR 52.245-9 -- Use and Charges (Apr 2012)**

**FAR 52.246-6 -- Inspection -- Time-and-Material and Labor-Hour (May 2001)**

**CUSTOM TASK ORDER CLAUSES:**

**Custom Clause #1 - Invoice Processing - RESERVED**

Invoicing information will be included with task order award

**Clause # 2 - Personnel Requirements & Optional Levels of Effort**

**Key Personnel Definition**

Certain skilled experienced professional and/or technical personnel are essential for accomplishing the work to be performed. These individuals are defined as “Key Personnel” and are those persons whose resumes were submitted and marked by the vendor as “Key Personnel”. No substitutions shall be made of accepted key personnel except for sudden illness or death, or termination of employment. Substitutions shall only be accepted if in compliance with “Substitution of Key Personnel” provision identified below. Unapproved substitutions will reflect negatively on past performance ratings.

**Key Personnel Designation**

**For the purpose of the overall performance of this effort, the Contract Program Manager, Subject Matter Expert(s), and Tool Administrator must be designated as Key Personnel.**

The Contract Program Manager shall be the Contractor’s authorized point of contact with the Government CO and the COR. The Program Manager shall be responsible for formulating and enforcing work standards, assigning schedules, reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates.

**Key Personnel Substitution**

All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the COR and the Contracting Officer at least thirty (30) calendar days in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution. All proposed substitutions shall possess qualifications and experience equal to or superior to those of the Key Personnel being replaced. A “meet and greet” may also be requested. The COR and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing.

**Personnel Performance/Replacement**

- A. The Contractor shall provide a resume for each individual assigned to work on this effort.
- B. Personnel assigned to this contract will not be removed without Government Approval.

- C. The Government reserves the right to judge the technical skill and competence of the individual and to require the individual's replacement if the individual's qualifications or performance are judged deficient at any time with written notification.
- D. The Government reserves the right to judge the qualifications and acceptability of any individual proposed by the contractor for any position, and may require the contractor to replace an individual whose qualifications and suitability are judged deficient with written notification.
- E. The Government requires from the contractor to identify key personnel for the total period of the project. The execution of project tasks will be subject to the precise assignment of specific individuals identified as key personnel. The contractor must ensure the continued assignment of personnel from project start to project finish. In the event an individual become incapacitated or leaves the company, it is the responsibility of the contractor to have qualified and/or cleared (if required) individuals on staff to accomplish the task with a minimal learning curve.
- F. For temporary and/or permanent replacement personnel, the contractor shall provide a resume for each individual prior to that individual's reporting for work on this effort.

(End of Custom Clause #2)

**Custom Clause #3 – Burn Rate Management & Reporting**

The vendor is required to manage this requirement to the proposed CLIN ceilings.

The awardee of this task order will be required to submit labor category expenditure / burn rate management reports with each electronic invoice to ensure ceilings are managed. Failure to submit this supporting documentation may result in rejection of an invoice and delay payment.

(End of Custom Clause #3)

**Clause # 4 – Confidentiality and Disclosure of Information**

**Confidentiality:** All information regarding the procedures developed under this task order will be regarded as sensitive information by the Contractor and not be disclosed to anyone outside the Contractor's organization without the written permission of the Contracting Officer. All contractor employees supporting the Government on this project will be required to sign a statement of non-disclosure applicable to this task order.

**Release of Data:** The contractor and/or contractor personnel shall not divulge or release any data or information developed or obtained in performance of this effort without written approval of the Contracting Officer (CO). The contractor shall not use, disclose, or reproduce proprietary data that may or may not carry a restrictive legend, other than as required in the performance of this effort. Each Contractor employee shall complete a Commitment to Protect Non-Public, Sensitive Information Agreement.

**Disclosure of Sensitive Information:** Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

Limited Use of Data: Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

(End of Custom Clause #4)

**Clause # 5 - Organizational Conflict of Interest**

The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor make will a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

Remedies - The Contracting Officer may terminate this contract action for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for cause or default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

The Contractor further agrees to insert clauses which shall conform substantially to the language of this clause in any subcontract of consultant agreement hereunder.

(End of Custom Clause #5)

**Custom Clause #6 – Optional Contract Line Items**

The Government will provide funding that exercises CLINs. All funded CLINS are defined as core CLINs. All unfunded CLINS are defined as optional CLINs. There are no unfunded core CLINs. The task order may utilize incremental funding subject to the passing of a federal budget and or continuing resolution(s).

Optional CLINS are designed to accommodate additional Governmental needs which cannot be fully anticipated at the time of award. Optional CLINS may be activated as often as necessary, in any quantity, but will not exceed the total quantity as specified within the CLIN structure. Optional CLINs may be unilaterally exercised by the Government based on the availability of funds. Any quantities not exercised in any performance period may be carried forth to any subsequent exercised option period. If additional capacity is required after the exhaustion of all optional quantities in the current period of performance, optional quantities from future option periods may be transferred to the current period. Any quantities carried from other than the current period of performance shall be exercised at the rate(s) for the current performance period.

(End of Custom Clause #6)

**Custom Clause # 7 - Cooperation with Other On-Site Contractors**

A. When the Government undertakes or awards other task orders or contracts for additional work at the facilities, the Contractor must: (1) fully cooperate with the other Contractors and Government employees, and (2) carefully fit its own work to such other additional contracted

work as may be directed by the COR. The Contractor must not commit or permit any act that will interfere with the performance of work awarded to another Contractor or with the performance of other Government employees.

- B. In any case where, in the course of fulfilling the task order requirements, the Contractor disturbs any work guaranteed under another separate contract, the Contractor must restore such disturbed work to a condition satisfactory to the COR and guarantee such restored work to the same extent as it was guaranteed under the other contract.

(End of Custom Clause #7)

**Custom Clause #8 - Security**

The contractor will only be given access to information that a specific need to know has been established and approved by the Contracting Officer. The service management tool must have an active Authority to Operate (ATO) provided by the government. The contractor is responsible for providing any and all documentation required by the government to process an ATO. The ATO certification process can take up to 160 calendar days.

(End of Custom Clause #8)

**Custom Clause #9 – DHS Enterprise Architecture Compliance**

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

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware and software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Data Management Office (EDMO) for review, approval and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.
- Development of data assets, information exchanges and data standards will comply with the DHS Data Management Policy MD 103-01 and all data-related artifacts will be developed and validated according to DHS data management architectural guidelines.
- Applicability of Internet Protocol Version 6 (IPv6) to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005) regardless of whether the acquisition is for modification, upgrade, or replacement. All EA-related component acquisitions shall be IPv6 compliant as defined in the U.S. Government Version 6 (USGv6) Profile (National Institute of Standards and Technology (NIST) Special Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program.

(End of Custom Clause #9)

**Custom Clause #10 – RESERVED**

(End of Custom Clause #10)

**Custom Clause #11 – Work Flow Delineation**

The duties of the Contract Manager and Supervisors include the assurance of a clear line of delineation for workflow to their employees assigned under the task order. The



Contract Manager and Supervisor assignments may include individual or group task assignments, changes in a work assignment, reallocation of workflow, time-and-attendance, and other tasks within the scope of the award. The designation of the Contract Manager and Supervisor roles provides the Contracting Officer, Contracting Officer Representatives, and alternate CORs a contact point to ensure that assignments and changes are properly communicated to the support team and promptly implemented.

Awardees will ensure sufficient delegation of authority to allow the Government to communicate workflow between the Federal officials and the awardee's staff within each Federal operational unit. This delegation may occur at the level that is most practicable, but will allow at least one point of contact to receive workflow instructions within each shift or operational unit where an awardee has contractors providing support.

(End of Custom Clause #11)

**Custom Clause #12 – Safeguarding of Sensitive Information (Mar 2015) - HSAR Class Deviation 15-01**

**a. Applicability**

This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

**b. Definitions. As used in this clause—**

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

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

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the

conduct of Federal programs, or the to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

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

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

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

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

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

(1) Truncated SSN (such as last 4 digits)

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

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

**c. Authorities**

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

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

**d. Handling of Sensitive Information**

Contractor compliance with this clause, as well as the policies and procedures described below, is required.

- (1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs),

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

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

(3) All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.

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

**e. Authority to Operate**

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

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

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

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

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

(2) Renewal of ATO. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least

90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) Security Review. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

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

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

(6) Federal Reporting Requirements. Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by

the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

**f. Sensitive Information Incident Reporting Requirements**

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and Reporting requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

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

- (i) Data Universal Numbering System (DUNS);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) Contracting Officer POC (address, telephone, email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;

(xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;

(xii) Description of the Government PII and/or SPII contained within the system;

(xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and

(xiv) Any additional information relevant to the incident.

**g. Sensitive Information Incident Response Requirements**

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.

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

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

(i) Inspections,

(ii) Investigations,

(iii) Forensic reviews, and

(iv) Data analyses and processing.

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

**h. Additional PII and/or SPII Notification Requirements**

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

(2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters



to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.

**i. Credit Monitoring Requirements**

In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

(1) Provide notification to affected individuals as described above; and/or

(2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;
- (ii) Daily customer service;
- (iii) Alerts provided to the individual for changes and fraud; and
- (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

(3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and

(vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

**j. Certification of Sanitization of Government and Government-Activity-Related Files and Information**

As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in NIST Special Publication 800-88 Guidelines for Media Sanitization.

**(End of Custom Clause #12)**

**Custom Clause # 13 - RESERVED**

(End of Custom Clause #13)

**Custom Clause #14 – Return of Data**

The Government shall have the right to request the Contractor to return all data provided by the Government and/or developed/generated during the performance of this requirement. The Contractor shall return all data within 15 days, upon request by the Contracting Officer. Such request can be either in writing or in email.

The Contractor shall timely convert all data, stored in electronic form, to a format, defined by the Government, within the 15-day transfer period. The Contractor shall convey such data at no-cost by the Vendor to either the Government or a designated Contractor's storage. The Contractor shall also include source code to software developed by the Vendor for the Government.

(End of Custom Clause #14)

**Custom Clause #15 - Information Technology Security and Privacy Training**

**a. Applicability**

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

**b. Security Training Requirements**

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

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

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

**c. Privacy Training Requirements**

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

(End of Custom Clause #15)

**Custom Clause # 16 - Post Award Evaluation of Contractor Performance**  
**Contractor Performance Evaluations**

Interim and final evaluations of contractor performance will be prepared on this effort in accordance with FAR Subpart 42.1500. A final performance evaluation will be prepared, by the COR, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the COR, annually to coincide with the anniversary date of this effort.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty (30) calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

**Electronic Access to Contractor Performance Evaluations**

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: <https://www.cpars.gov/> .

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the contracting official in the event the primary contact is unavailable to process the evaluation within the required thirty (30) calendar day time frame.

(End of Custom Clause #16)

**Custom Clause # 17 - Accessibility Requirements (Section 508)**

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

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

**Section 508 Applicable EIT Accessibility Standards**

36 CFR 1194.21 Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-

based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

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

36 CFR 1194.24 Video and Multimedia Products, applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation shall also comply with the software standards (1194.21) when the presentation is through the use of a Web or Software application interface having user controls available.

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

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

#### Section 508 Applicable Exceptions

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

#### Section 508 Compliance Requirements

36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that

meet some but not all of the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

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

(End of Custom Clause #17)

### **Custom Clause # 18 - Personnel Eligibility and Security**

#### *Suitability Determination*

DHS shall have and exercise full control over granting, denying, withholding, or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the Task Order. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contractor employees assigned to this requirement not needing access to sensitive DHS information or recurring access to DHS facilities will not be subject to security suitability screening.

#### *Background Investigations*

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the Task Order, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the OPR-PSU. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the OPR-PSU through the COR, no less than 45 days before the starting date of the Task Order or 45 days prior to the expected

entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- Standard Form 86, "Questionnaire for National Security Positions"
- Form will be submitted via e-QIP (electronic forms submission).
- FD Form 258, "Fingerprint Card" (2 copies)
- Foreign National Relatives or Associates Statement
- DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
- Optional Form 306 Declaration for Federal Employment (applies to Contractors as well)
- Authorization for Release of Medical Information

Required forms will be provided by DHS at the time of award. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information. The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance for any position that involves access to, development of, or maintenance to any DHS IT system.

#### *Employment Eligibility*

The Contractor shall ensure that employees will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization. Eligibility includes:

- The Contractor must agree that each employee working under this Task Order will have a Social Security Card issued and approved by the Social Security Administration.
- The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.
- Subject to existing law, regulations and/ or other provisions, illegal or undocumented aliens will not be employed by the Contractor, under this Task Order. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this Task Order.

#### *Continued Eligibility*

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the Task Order. The OPR-PSU may require drug screening for probable cause at any time and/ or when the Contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years. DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, CFR 2635 and CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access. The Contractor will report any adverse information coming to their attention concerning contractor employees under the Task Order to the OPR-PSU through the COR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social

security number, along with the adverse information being reported. The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

(End of Custom Clause #18)

## **14. CONTRACT AWARD**

Contract award shall be made to the responsible firm whose quote, in conforming to this RFQ, provides the overall best value to the Government. Technical evaluation factors will be more important than price. The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives, with a fair and reasonable price. It is the intent of the Government to notify interested firms with a brief explanation of the basis for the award decision after project award.

**Gregory Ruderman**  
**Contracting Officer**

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### **ATTACHMENTS:**

- 1. Statement of Work (SOW) with attachments – Attachment 1**
- 2. GSA Vendor Certification – Attachment 2**
- 3. CLIN Pricing Template – Schedule of Prices (Excel Spreadsheet) – Attachment 3**
- 4. Pass/Fail (Go/No Go) Factors – Attachment 4**