

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 13, 23, 24, & 30

DATE: 7/3/2014 TIME: 10:00 AM OFFEROR: (b)(6) OFFEROR TYPE: (b)(6)

FOR SOLICITATION INFORMATION CALL: (b)(6) OFFEROR NAME: (b)(6) OFFEROR ADDRESS: (b)(6)

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19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>scientific and technical support services focusing on research and technology development in the general areas of the general areas of Human Behavior and Identification; Physical Security and Systems, and Decision Support Systems. These support services will be provided to the Resilient Systems Division (RSD) within the Department of Homeland Security's (DHS) Science and Technology Directorate (S&T).</p> <p>BPA Terms and Conditions including the Statement of Work(SOW), and necessary attachments are included on pages 4-46.</p> <p>The Ordering Period of this BPA is 5-years from date of award.</p> <p>The Contractor understands that they cannot exceed the total obligated amount of any task order issued under this BPA without prior approval of the Contracting Officer. The ceiling amount established for this BPA is \$10 Million.</p> <p>The following are the Government contacts for this BPA:</p> <p>The Contracting Officer's Representative is Mr. Richard Legault. He can be reached by email at Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSHQDC-14-A-00015

PAGE OF

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NAME OF OFFEROR OR CONTRACTOR

RESEARCH TRIANGLE INSTITUTE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(6) or by phone at (b)(6) The Contracting Officer is Ms. Carolyn A. Smith. She can be reached by email at (b)(6) or by phone at (b)(6) Invoice address for all Task Orders to be issued against this BPA is as follows: DHS ICE Burlington Finance Center PO Box 1000 Attn: S&T Division Williston, VT 05495-1000 ALL TASK ORDER INVOICES MUST BE SUBMITTED ELECTRONICALLY TO: InvoiceSAT.Consolidation@ice.dhs.gov AAP Number: N/A DO/DPAS Rating: NONE Period of Performance: 07/03/2014 to 07/02/2019</p>				

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Purpose

The purpose of this Blanket Purchase Agreement (BPA) is to provide professional, scientific and technical support services for the U.S. Department of Homeland Security, Resilient Systems Division that fall within the scope of work of Section C of this BPA. RSD will request services through the issuance of task orders during the ordering period as specified in Section E of this BPA. The estimated ceiling of this BPA is \$10 million dollars

The services under the Blanket Purchase Agreement (BPA) will focus on research and technology development in the general areas of Human Behavior and Identification; Physical Security and Systems, and Decision Support Systems. Programs that require social and behavioral science programs include Social and Behavioral Modeling, Community Resilience, and Countering Violent Extremism, as broadly described in Section C, Statement of Work (SOW).

B.2 Type of BPA Task Orders

Only Firm-Fixed-Price (FFP) and/or Time and Materials (T&M), and Labor-Hour BPA Task Orders may be placed under this BPA. DHS shall use fixed-price orders for the acquisition of commercial services to the maximum extent practicable.

B.3 Price Schedule

Task Orders shall be priced using the labor categories and rates shown in the Section J -- Attachment I: Blanket Purchase Agreement (BPA) Pricing Schedule to quote a Firm Fixed price or a Labor Hour/Time & Material NTE ceiling for each individual Task Order. The Government may request additional discounts during the task order request for quotation process.

(End of Section B)

SECTION C – Scope of Work

C.1 Background

The U.S. Department of Homeland Security (DHS) is committed to using cutting-edge technologies and scientific talent in its quest to make America safer. The DHS Science and Technology Directorate (S&T) is tasked with researching and organizing the scientific, engineering, and technological resources of the United States and leveraging these existing resources into technological tools to help protect the homeland. The Resilient Systems Division (RSD) sponsors research and technology development in the general areas of Human Behavior and Identification; Physical Security and Systems; and Decision Support Systems. Programs that require social and behavioral science programs include Social and Behavioral Modeling, Community Resilience, and Countering Violent Extremism.

C.2 Objectives

The focus is specifically on the application of the social and behavioral sciences and the development of technologies to address the following areas:

- Research and development to improve the detection, analysis, understanding, and mitigation of the threats posed by violent extremists. Knowledge, tools and technologies to determine when individuals, groups, and movements are likely to engage in violence, and what ideological, organizational, and contextual factors may influence violent action.
- Quantitative and qualitative methods and tools that can be used to assess the impacts of programs developed to counter violent extremism at both the national and local levels.
- Protocols and technologies to identify insider threat behavior and minimize it when it occurs.
- Quantitative and qualitative, empirically based tools to identify, manage, assess, and otherwise analyze security and risk.
- Behavior-based methods, models and technologies to enhance community resilience in the face of human- or nature-caused catastrophes through such means as better understanding of risk perception; improved risk communication by emergency responders and public officials; pre-event education and training; and applied theoretical and empirical research into the properties of resilient social networks and communities, including more effective ways of mapping and linking emergency response, longer term recovery teams and other organizations within and across the public, faith-based, NGO and private commercial sectors.
- Research into metrics related to resilience, including the creation of validated metrics measuring the psychosocial impact of large-scale disasters and catastrophes on affected individuals and communities and measures of the effectiveness of societal and

community resilience efforts across physical, economic, social, psychological and cultural dimensions.

- Research and technology to improve knowledge and skill acquisition and human and team performance in the context of user interfaces, including research designed to achieve a better understanding of the range of fundamental human processes (physiological, neurological, behavioral, physical, perceptual, and cognitive) that affect individual human and team performance; as well as research into the development of tools and processes that support analysis of human performance requirements, identification of human performance risks, and performance of user-centered design and test and evaluation.

C.3 Specific Requirements/ Task Areas

The objective of this BPA is to provide DHS S&T with personnel resources for the development of technical work products and research in the following task areas:

- 3.1. Complex Survey and Sample Design, Execution, and Analysis
 - 3.1.1. Determine sampling frames and design samples
 - 3.1.2. Perform probability sampling based on known criteria
 - 3.1.3. Develop and test survey instruments
 - 3.1.4. Administer surveys up to a national level
 - 3.1.5. Collect and analyze survey and related data
 - 3.1.5.1. Calculate sampling weights
 - 3.1.5.2. Perform statistical analysis
 - 3.1.6. Develop detailed reports of findings from survey data analysis and recommendations as requested
- 3.2. Requirements Development/Task Analysis
 - 3.2.1. Design research plans for systematic reviews of individual or organizational task performance, skills, or knowledge
 - 3.2.2. Conduct systematic reviews of individual or organizational task performance, skills, or knowledge utilizing approved qualitative or quantitative analytic methodologies
 - 3.2.3. Identify the content of a job or set of job related tasks in terms activities involved and attributes needed to perform the work
 - 3.2.4. Identify major job requirements from task oriented, worker oriented, or organizationally oriented perspectives
 - 3.2.5. Develop detailed reports of findings from job task or organizational analysis and recommendations as requested
- 3.3. Statistical Modeling
 - 3.3.1. Apply statistical, modeling, or analytic research methods to scientific and industrial problems including:
 - 3.3.1.1. Parametric or non-parametric analysis

- 3.3.1.2. Simulation modeling
- 3.3.1.3. Descriptive and Inferential analysis of empirical data
- 3.3.1.4. Development or selection of estimators (mathematical statistics)
- 3.3.2. Prepare detailed reports of findings from statistical analysis and recommendations as requested
- 3.4. Scientific Program Evaluation & Research
 - 3.4.1. Conduct baseline reviews of DHS programs, tactics, techniques, or procedures for process, efficiency, efficacy, or outcome
 - 3.4.2. Collect documentation data
 - 3.4.3. Collect stakeholder data
 - 3.4.4. Collect work productions data
 - 3.4.5. Develop evaluation frameworks and develop measures
 - 3.4.6. Collect data and monitor program implementation
 - 3.4.7. Analyze qualitative or quantitative data
 - 3.4.8. Prepare detailed reports of findings from program evaluation activities and recommendations as requested
- 3.5. Social and Behavioral Science Research, Development, and Transition
 - 3.5.1. Define problems, criteria, theories, and hypotheses
 - 3.5.2. Review scientific knowledge and literature
 - 3.5.3. Design experiments, quasi experiments, prospective studies
 - 3.5.4. Collect empirical data
 - 3.5.5. Design post hoc analysis of primary or secondary data
 - 3.5.6. Test hypotheses
 - 3.5.7. Prepare detailed reports of findings from social or behavioral research as requested
- 3.6. Development of Training Programs and Curricula
 - 3.6.1. Synthesize research findings on human performance, knowledge, or awareness
 - 3.6.2. Develop training programs designed to improve performance, knowledge, or awareness
 - 3.6.3. Test and evaluate training programs for effectiveness
 - 3.6.4. Review, revise, or otherwise alter existing training programs with the goal of improving human performance, knowledge, or awareness
 - 3.6.5. Deliver reports, curricula, multimedia training packages, or other training materials as directed
- 3.7. Empirical Data Collection and Development (qualitative & quantitative)
 - 3.7.1. Define and operationalize concepts
 - 3.7.2. Develop coding schemes
 - 3.7.3. Collect qualitative or quantitative empirical data using approved coding schemes
 - 3.7.4. Document data collection for future examination and replication
 - 3.7.5. Assess coding process validity and reliability
 - 3.7.6. Assess data generalizability, validity, and reliability
 - 3.7.7. Deliver complete data in specific electronic formats as required

In order to meet the above goals, the contractor will have personnel on staff with the relevant expertise and past experience fulfilling similar task orders. The science in this work requires expert academic and practical support, often at the Ph.D. and Master’s degree level with a high level of expertise and experience in applied research in the following areas:

1. Social Sciences	2. Mathematics	3. Other Technical Areas
- Anthropology	- Mathematics	- Demography
- Criminology	- Statistics	- Evaluation Research
- Economics	- Biostatistics	- Geography
- Epidemiology	- Survey Statistics	- Human Interface
- Political Science		
- Psychology		
- Public Affairs/Policy		
- Sociology		
- Survey Methodology		

C. 4 Performance Requirements Summary (PRS)

The PRS establishes key elements of contractor performance that represent “mission essential” service requirements, which are identified in the table below in the “Task Area” column. The “Performance Objective” column represents the standard against which Contractor performance will be measured in relation to accomplishment of the corresponding service output. The performance objective or “standard” describes the minimum acceptable level of service by the Contractor for satisfactory performance. The “Acceptable Quality Level (AQL)” column displays the maximum allowable deviation from the performance objective, which, if exceeded, evokes the negative incentive specified in the table below.

Each task order issued under this BPA may include more specific performance objective requirements. The information in this section represents the range of objectives that may be required as ordered by the BPA Task Order Contracting Officer via individual task orders.

<i>Task Area</i>	<i>Performance Objective</i>	<i>Acceptable Quality Level (AQL)</i>	<i>Positive Incentive</i>	<i>Negative Incentive</i>
1) Complex Survey and Sample Design, Execution, and Analysis	The Contractor shall provide the necessary SME , management, and support to develop deliverables and conduct research as detailed in individual task orders.	100% of the time the Contractor provides support as specified per individual TOs.	Contractor’s performance that exceeds the standard will result in a highly favorable rating, as a non-monetary incentive.	Contractor’s performance is less than the objective standard, unless mitigating circumstances have been approved by the government, will result in a negative past performance rating.
2) Requirement Development and Task Analysis	The Contractor shall provide the necessary SME, management, and support to develop deliverables and conduct research as detailed in individual task orders.	100% of the time the Contractor provides support as specified per individual TOs.	Contractor’s performance that exceeds the standard will result in a highly favorable rating, as a non-monetary incentive.	Contractor’s performance is less than the objective standard, unless mitigating circumstances have been approved by the government, will result in a negative past performance rating.

<p>3) Advanced Social Science Statistical Modeling</p>	<p>The Contractor shall provide the necessary SME, management, and support to develop deliverables and conduct research as detailed in individual task orders.</p>	<p>100% of the time the Contractor provides support as specified per individual TOs.</p>	<p>Contractor's performance that exceeds the standard will result in a highly favorable rating, as a non-monetary incentive.</p>	<p>Contractor's performance is less than the objective standard, unless mitigating circumstances have been approved by the government, will result in a negative past performance rating.</p>
<p>4) Scientific Program Evaluation Research</p>	<p>The Contractor shall provide the necessary SME, management, and support to develop deliverables and conduct research as detailed in individual task orders.</p>	<p>100% of the time the Contractor provides support as specified per individual TOs.</p>	<p>Contractor's performance that exceeds the standard will result in a highly favorable rating, as a non-monetary incentive.</p>	<p>Contractor's performance is less than the objective standard, unless mitigating circumstances have been approved by the government, will result in a negative past performance rating.</p>

<p>5) Social and Behavioral Science Research, Development, and Transition</p>	<p>The Contractor shall provide the necessary SME, management, and support to develop deliverables and conduct research as detailed in individual task orders.</p>	<p>100% of the time the Contractor provides support as specified per individual TOs.</p>	<p>Contractor's performance that exceeds the standard will result in a highly favorable rating, as a non-monetary incentive.</p>	<p>Contractor's performance is less than the objective standard, unless mitigating circumstances have been approved by the government, will result in a negative past performance rating.</p>
<p>6) Development of Training Programs and Curricula</p>	<p>The Contractor shall provide the necessary SME, management, and support to develop deliverables and conduct research as detailed in individual task orders.</p>	<p>100% of the time the Contractor provides support as specified per individual TOs.</p>	<p>Contractor's performance that exceeds the standard will result in a highly favorable rating, as a non-monetary incentive.</p>	<p>Contractor's performance is less than the objective standard, unless mitigating circumstances have been approved by the government, will result in a negative past performance rating.</p>

<p>7) Empirical Data Collection and Development</p>	<p>The Contractor shall provide the necessary SME, management, and support to develop deliverables and conduct research as detailed in individual task orders.</p>	<p>100% of the time the Contractor provides support as specified per individual TOs.</p>	<p>Contractor's performance that exceeds the standard will result in a highly favorable rating, as a non-monetary incentive.</p>	<p>Contractor's performance is less than the objective standard, unless mitigating circumstances have been approved by the government, will result in a negative past performance rating.</p>
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(End of Section C)

SECTION D - PACKAGING AND MARKING

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

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

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

At the task order level, the Contractor and the Contracting Officer's Representative (COR) will finalize the method in which report deliverables are to be submitted and marked for delivery. Additionally, Report Deliverables may be required to be submitted electronically and in hard copy.

D.2 Markings

All deliverables submitted to the TO Contracting Officer (CO) and TO Contracting Officer Representative (COR) shall be accompanied by a packing list or other suitable shipping document that shall include:

- (a) Contract number and date;
- (b) Task order number;
- (c) Name and address of the consignor;
- (d) Name and address of the consignee;
- (e) Government bill of lading number covering the shipment (if any);
- (f) Description of the item/material shipped, including item number, quantity, number of containers, and package number (if any); and
- (g) Specific marking requirements may be addressed in individual TOs.

D.3 Branding

The contractor shall comply with the requirements of any Department of Homeland Security Branding and Marking policies under 18 U.S.C. § 701 and 28 U.S.C. § 1733(b). As a matter of law, Federal criminal statutes prohibit unauthorized uses of the Department of Homeland Security Seal. In addition, DHS policy prohibits granting authorization for certain commercial uses of its Seal. However, it is permissible to reference DHS in materials if the reference is limited to true, factual statements. The words DHS and/or Homeland Security should appear in the same color, font, and size as the rest of the text in the document. Moreover, such references shall not imply in any way an endorsement of a product, company, or technology.

Requests to use the DHS seal shall be submitted using DHS Official Seal Usage Approval, available from the COR. The Comments section should be used to describe why use of the seal is being requested, and how it will be used. The request shall be reviewed and approved by the COR prior to submitting the completed forms should be sent via e-mail to branding@hq.dhs.gov and to the Contracting Officer.

(End of Section D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Review of BPA Performance

In accordance with FAR Subpart 8.405-3 (e), the BPA will be reviewed at least once a year to determine whether:

- Authorized procedures are being followed;
- Current circumstances warrant continuation of the BPA;
- The GSA Schedule contract 874 is still in effect;
- Estimated quantities/amounts have been exceeded and
- The BPA still represents the best value.

As such, exceeding the estimated volume amounts may warrant additional consideration or price reductions by the awardee to DHS.

(End of Section E)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Term of the BPA

The term of the BPA is five (5) years.

The BPA shall remain in effect for a maximum ordering period of five (5) years from the date of establishment or until the expiration or termination of the contractor's GSA Schedule, whichever is sooner. The period of performance for each individual BPA Task Order shall be specified in the BPA Task Order.

F.2 Task Order Performance Period

Task Orders may be issued at any time during the five year period. The performance period will be specified in the TO and may include option periods which extend the TO up to twelve- (12) months beyond the expiration date of this BPA.

F.3 Delivery

The services required under each individual TO shall be delivered and received at destination within the time frame specified in each task order.

F.4 Place of Performance

Place of performance shall be set forth in individual TOs. The work will be performed at the Contractor site, as specified in the individual Task Order.

F.5 Observance of Legal Holidays and Excused Absence (Applicable to active Task Orders)

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

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

(b) In addition to the ten (10) days designated as holidays, the Government observes:

- (1) Any other day designated by Federal Statute;

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

(c) It is understood and agreed between the Government and the BPA Holder that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth in the BPA. As such, this provision does not preclude reimbursement for authorized overtime work if applicable to the BPA.

(d) When the Federal and governmental entities grants excused absence to its employees, the BPA Holder may dismiss its assigned contractor personnel; however, the contractor may not bill the Government for time associated with such excused absences. The BPA Holder agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the CO or the BPA Task Order COR.

F.6 Deliverables: Meetings, Plans and Reports

Each Task Order issued under the BPA may include specific requirements for meetings, plans, reports, and other deliverables. The BPA Holder shall submit reports, deliverables or outputs as described in the BPA Task Orders. All deliverables shall be in written English.

All applicable TO deliverables, their required delivery dates, destination of delivery, and schedule for completion of work to be performed will be specified in the TOs issued under the BPA, as applicable.

For purposes of delivery, all deliverables shall be made by close of business (COB) 4:30 P.M. local time at destination, Monday through Friday, unless stated otherwise in the TO.

All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the initial deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.

Each BPA-level and TO-level deliverable shall be accompanied by a cover letter from the Contractor on Company letterhead. Multiple deliverables may be delivered with a single cover letter describing the contents of the deliverable package.

In the event the Contractor anticipates difficulty in complying with any BPA-level or TO-level delivery schedule, the Contractor shall immediately provide written notice to the CO and COR. For any task order level deliverable, the Contractor shall provide written notification immediately to the TO CO and TO COR. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery; provided that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any BPA delivery schedule, or any rights or remedies provided

by law or under this BPA.

In the event that a Contractor is non-compliant in submission of deliverables, the Government will reflect the non-compliance in the Contractor's past performance report.

Table F6 BPA Deliverables:

ITEM	DELIVERABLE / EVENT	DUE BY
1	Post Award Conference	7 business days after award
2	Project Management Plan	At post award conference – updated annually
3	Progress Reports	Quarterly – the 10 th day of every 3 rd month.
4	Meeting minutes	3 business days from meeting date

F.7 Contract Status Report (Monthly Task Order Activity Report)

The Contractor shall provide a Monthly Task Order Activity Report, which documents the Contractor's task order awards and modifications received during the period to be reported to the Contract-Level COR. The report is due by the 15th calendar day of each month comprised of activity from the previous month. (For example: The report due February 15th is to cover the activity – new task orders awarded and new modifications received - for the period January 1st through January 31st.

If the 15th calendar day falls on a weekend or holiday, the report is due the following business day. If there is no activity during the reporting period, "no activity" shall be annotated in the monthly report and submitted.

F.8 Task Order Status Reports

The BPA Holder shall be available to meet with the BPA and Task Order COR upon request to present deliverables, discuss progress, exchange information and resolve emergent technical problems and issues. Progress meetings shall take place at the Government's facility and/or via teleconference. The BPA holder shall submit a BPA quarterly level progress report. The quarterly report shall contain status of task order awards, including financial accountability of

funds expended, an accounting of labor hours worked by labor category, work performed, risks, and risk mitigation strategies.

(End of Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Invoicing and Payment

This BPA incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text can be accessed electronically at the following internet address: <http://www.acquisition.gov/far/> and <http://farsite.hill.af.mil/VFHSARA.HTM> However, if any of the clauses/provisions conflict with the clauses in their relative GSA schedule contract, the GSA schedule contract shall have order of precedence.

The contractor shall invoice monthly on the 15th day of each month for work performed and cost incurred during the previous month. Invoices shall be submitted to the email addresses listed under Payment Addresses below.

Vouchers shall be submitted in accordance with **FAR 52.216-7 Allowable Cost and Payment (JUN 2013)** and must specify, at a minimum, the following information for the billing period:

1. The BPA number;
2. Contractor name, address, phone number, and e-mail address;
3. Invoice date and voucher number;
4. A breakdown by CLIN by cost element for the current billing period and the BPA to date (e.g., labor hours and rates, travel, material, etc);
5. The total cost billed for the current billing period; and
6. The cumulative cost billed for the BPA to date.

Supporting documentation for applicable travel and other cost reimbursable Other Direct Costs (ODCs) being billed during the billing period shall be maintained at the Contractor's facility for review upon request by the Contractor's cognizant audit agency or the DHS Contracting Officer and/or COR.

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

Payment Address

Invoices should be e-mailed to InvoiceSAT.Consolidation@ice.dhs.gov, and copy the Contracting Officer Representative, [Insert COR email here](#), and the Contracting Officer, carolyn.a.smith@hq.dhs.gov.

Final payment.

Final payment under this BPA requires (1) receipt and acceptance by the Government of all required services and/or supplies; (2) final accounting for and disposition of Government property (if applicable); (3) the assignment to the Government of any refunds and the release discharging the Government from liabilities per the terms and conditions of the award; and (4) final audit by the cognizant audit agency.

G.2 Task Order Procedures

Task Orders against the multiple awards BPA may be issued by Warranted DHS Office of Procurement Operations, Office of Science and Technology Acquisition Division Contracting Officers. Each Task Order will be assigned a unique TO number which must be cited on each invoice.

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of the BPA shall not be construed to authorize the modification of the terms and conditions of the BPA and any Task Orders issued. The Contracting Officer shall authorize any such modification in writing.

The Task Order Request for Quotation (TORQ) from the Task Order Contracting Officer must be in writing (via mail, e-mail, fax, or other mean of communication) and include a description of the intended services.

All TORQs issued must be in accordance with the competition requirements for orders issued against a multiple –award BPA in accordance with FAR 8.405-3 (c) (2).

To obtain services or other deliverables that are within the scope of the BPA, DHS Task Order Contracting Officers (TOCOs) may issue task orders using any of the pricing types LH, FFP, and T&M as specified in the BPA. The TOCO may designate a Task Order Contracting Officer's Representative (TO COR) to assist in monitoring the work under the BPA.

The BPA Holder must respond to the TORQ within the number of calendar days stated in the TORQ.

No separate payment will be made to the BPA Holder for the cost to prepare, submit and/or negotiate a task order quote.

The following ordering procedures apply to all BPA Task Orders:

- BPA Task Orders are subject to the terms and conditions of the contractor's GSA Schedule Contract, as may be amended, and the provisions of the BPA;

- BPA Task Orders may only be issued from the date of the BPA establishment through the BPA's expiration date. The maximum period of performance after the expiration date of the BPA for any BPA Task Order is twelve (12) months;
- A BPA Task Order will be considered issued when the CO transmits a funded BPA Task Order to the contractor; and

G.3 Task Order Award

The BPA Holder must be authorized by the TOCO prior to commencing work under the awarded BPA.

G.4 Contents of Task Orders

In accordance with FAR 8.406-1 (d), Order Placement, Orders shall include the following information in addition to any information required by the schedule contract:

- (1) Complete shipping and billing addresses.
- (2) Contract number and date.
- (3) Agency order number.
- (4) F.o.b. delivery point; *i.e.*, origin or destination.
- (5) Discount terms.
- (6) Delivery time or period of performance.
- (7) Special item number or national stock number.
- (8) A statement of work for services, when required, or a brief, complete description of each item (when ordering by model number, features and options such as color, finish, and electrical characteristics, if available, must be specified).
- (9) Quantity and any variation in quantity.
- (10) Number of units.
- (11) Unit price.
- (12) Total price of order.
- (13) Points of inspection and acceptance.

(14) Other pertinent data; *e.g.*, delivery instructions or receiving hours and size-of-truck limitation.

(15) Marking requirements.

(16) Level of preservation, packaging, and packing.

G.5 Flow Down of Clauses

All applicable GSA Schedule Contract clauses shall flow down to the awarded BPAs and its Task Orders. If the contractor's current GSA Schedule is replaced with a subsequent schedule, the applicable terms and conditions of the subsequent schedule shall be incorporated into this agreement and the term of such subsequent schedule shall apply. However, a follow-on GSA Schedule will not affect the maximum term of the BPA and its Task Orders. Furthermore, the BPAs' pricing will only be changed as a result of a bilateral modification to the BPA.

G.6 No Obligation of Funds

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases by Task Orders issued under the BPA.

G.7 BPA Pricing

The BPAs' Pricing Schedule, Attachment I: Blanket Purchase Agreement Pricing Schedule shall provide the support covering the services available from the applicable GSA Schedule. The BPA's price schedule shall identify and price the services and support as identified. Upon award and annually thereafter (*i.e.* four times per year) throughout the term of the BPA, the contractor shall provide the Government with a full service and support list which contains side-by-side GSA Schedule prices and the discounted prices and fees attributed to the BPA.

G.8 Pricing Terms

Attachment I: Blanket Purchase Agreement Pricing Schedule identifies the established BPA ceiling rates. Requests for price adjustments shall be submitted in writing to the BPA Contracting Officer (CO), for review. The BPA holder may voluntarily decrease prices upon written notification to the BPA CO. Price reductions and volume discounting are requested and encouraged. In accordance with clause G.7, the unit prices will be reviewed annually, or as required to determine whether further reductions are appropriate in accordance with the price reduction provision of the BPA. Prices shall not include any fees, except that of GSA for the parent GSA Schedule Contract (*i.e.* the GSA Industrial Funding Fee (IFF), to the sponsoring organization of any other DHS organization. The contractor shall be responsible for the fee payments and other filings with GSA in accordance with the terms of its parent GSA Schedule Contract.

G.8.1 Price Reduction

Price reduction provisions will be in accordance with the Contractor' GSA master contract level requirements.

G.8.2 BPA Volume

The Government estimates, but does not guarantee, that the services to be acquired under the entire BPA's program will be approximately \$10 million over the BPAs' five year ordering agreements. However, the Government is obligated only to the extent of authorized purchases actually made under the BPA. There is no guaranteed minimum order quantity or dollar amount.

G.8.3 BPA Task Order Administration

BPA Task Orders and their administration will be accomplished by duly appointed COs assigned by DHS within their warranted authority. Task Order Contracting Officer Representatives (TOCOR) will be appointed by the Task Order CO.

G.9 BPA Contracting Officer

The BPA Contracting Officer is:

Carolyn Smith
Department of Homeland Security
Office of Procurement Operations
PO Box 0115
245 Murray Lane, SW
Washington, D.C. 20528

(b)(6)

G.10 BPA Contracting Officer's Representative (COR)

The Contracting Officer may designate a Contracting Officer's Representative (COR) to assist in monitoring the work under the BPA. The COR is responsible for the technical administration of the BPA and technical liaison with the BPA Holder. The COR is NOT authorized to change the scope of work or specifications as stated in the BPA and in any Task Order, to make any commitments or otherwise obligate the Government or authorize any changes which affect the task order price, delivery schedule, period of performance, or other terms or conditions. The COR will be designated at the time of award.

G.11 Non-Disclosure Agreements

BPA Holder personnel performing work at Government site and having access to sensitive but Unclassified information shall be required to sign the DHS Non-Disclosure Agreements (Form 11000-6), Attachment III. Such determinations shall be expressed in the BPA Task Orders.

(End of Section G)

SECTION H – SPECIAL CONTRACTING REQUIREMENTS

H.1 Training

The Government will not reimburse the costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualifications that are identified under Attachment VI, Labor Category Descriptions.

H.2 Language Requirements

Contractor personnel shall have sufficient English language proficiency, both oral and written, to perform technical services.

H.3 Implementation of E.O. 13224- Executive Order on Terrorist Financing

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with the United States Executive Orders and laws.

H.4 Security Requirements

H.4.1 The procedures outlined below shall be followed in order for the DHS Security Office to process background investigations and suitability determinations, as required, in a timely and efficient manner.

H.4.2 Carefully read the security clauses in the contract. Compliance with these clauses is not optional.

H.4.3 Contract employees (to include applicants, temporaries, part-time and replacement employees) under the BPA, requiring access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the BPA. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the DHS Security Office. Prospective Contractor employees shall submit the following completed forms to the DHS Security Office:

Standard Form 85P: Complete Standard Form 85P electronically via the Office of Personnel Management's e-QIP SYSTEM. The completed Form 85P must be given to the DHS Security Office no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor;

Standard Form 85P, "Questionnaire for Public Trust Positions";

FD Form 258, "Fingerprint Card" (two (2) copies);

DHS Form 11000-6 "Conditional Access To Sensitive But Unclassified (SBU) Information Non-Disclosure Agreement"(Only if on Government Site or have access to SBU information); and

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

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

H.4.4 DHS may, as appropriate, authorize and grant a favorable entry on duty (EOD) decision based on preliminary suitability checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as a determination that a full employment suitability authorization will follow. A favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access government facilities or information, at any time during the term of the BPA. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office. BPA employees waiting for an EOD decision may begin work on the task order provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings, non-recurring meetings and begin transition work.

H.4.5 The Contractor shall notify the DHS Security Office of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the Contracting Officer's Representative (COR) all DHS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COR, referencing the pass or card number, name of individual to who it was issued and the last known location and disposition of the pass or card.

H.4.6 When sensitive government information is processed on department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level. Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

H.4.7 Failure to follow these instructions may delay the completion of suitability determinations and background checks. Note that any delays in this process that are not caused by the government do not relieve the Contractor from performing under the terms of the BPA.

H.4.8. Point of Contact (POC) at the Security Office is:

DHS, Office of Security
Personnel Security Staff
Attn: Lena Garrett
245 Murray Lane, SW #0115
Washington DC 20528
Telephone: (202) 447-5756

H.5 Claims

Notwithstanding the claim period Stated in FAR 52.233-1, Disputes, and pursuant to FAR 33.206, Initiation of a Claim, the contractor agrees to submit any claim related to this BPA within 12 months after accrual.

H.6 Past Performance Evaluation

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

In accordance with DHS FAR Class Deviation 11-03, applicable to instruments awarded after August 11, 2011, requires evaluations for all supply contracts and orders that exceed \$500,000, and for all service contracts and orders that exceed \$1,000,000, except as provided in (d) below. Evaluation thresholds for other types of contracts and orders established by FAR 42.15 paragraphs (e) and (f) remain unchanged. For instruments awarded prior to August 11, 2011, evaluations are required for all contracts, including task and delivery orders, which exceed the simplified acquisition threshold, or other thresholds established by FAR 42.15 except as provided in (d) below. Notwithstanding that, however, Components shall prioritize assessments of contracts and orders that: 1) use high-risk vehicles, such as cost-reimbursement, time-and-materials type, or award fee contracts, 2) are complex in nature, such as large software development and implementation contracts, or 3) involve high dollar values or major acquisitions, regardless of the contract type. Interim evaluations shall be performed on contracts and orders exceeding one year in duration (but see FAR 42.1502 (h)) to assist with improving the contractor's marginal performance and identifying any major deficiencies. For task order or delivery order contracts and blanket purchase agreements awarded by DHS Offices or Components, contractor performance evaluations may be consolidated for orders that are (A) issued by the same office and (B) performed at the same location (e.g., performed at the same facility).

H.7 Prohibition on Contractor Support of Congressional Testimony, Responses, Reports; also, agency responses to the IG, GAO, or other Federal Audit Entities

Contractor employees are prohibited from the drafting of Congressional testimony, responses to Congressional correspondence, or agency responses to audit reports from the Inspector General, the Government Accountability Office, or other Federal audit entity (in accordance with FAR 7.503(c)(20) and HSAM 3037.103(e)).

H.8 Environmental Concerns

In accordance with DHS MD #023-01, *Environmental Planning Program*, compliance with NEPA (42 U.S.C. § 4321 et seq.) is required where there is a “potential to affect the quality of the environment” in the US and abroad when DHS activities are being conducted.

H.9 Organizational Conflict of Interest Notice

(a) Offerors should be aware that they may be deemed ineligible to participate in this acquisition by reason of an organizational conflict of interest (OCI) (see FAR 9.5, Organizational and Consultant Conflicts of Interest). Offerors should carefully examine and comply with HSAR 3052.209-72, Organizational Conflict of Interest, found in Section I of this solicitation. An offeror’s eligibility or ineligibility to participate in the current acquisition is determined by the contracting officer.

(b) Offerors should be aware that the type of work required by this acquisition may give rise to an OCI that may restrict the offeror’s ability to compete for follow-on work. These types of OCI do not generally lend themselves to successful mitigation (see FAR 9.5, Organizational and Consultant Conflicts of Interest). Offerors should carefully examine and comply with HSAR 3052.209-73, Limitation of Future Contracting, found in Section I of this solicitation. An offeror’s eligibility or ineligibility to participate in a future acquisition is determined by the contracting officer.

H.10 Limitation on Contractor’s Use of Data

For the purposes of paragraphs (b)(2)(i) and (d) of the Rights in Data-General (FAR 52.227-14) clause of this contract, the Contractor shall not use, release to others, reproduce, distribute, or publish any data first produced or specifically used in the performance of this contract for private purposes without the prior, written approval of the Contracting Officer.

SECTION I - CONTRACT CLAUSES

The Task Order Contracting Officer may include additional contract clauses in the BPA Task Orders, other than those enumerated in section I, such as (1) additional “required when applicable” FAR clauses, (2) activity or Component clauses, (3) unmentioned FAR alternate clauses, and (4) task order specifically tailored clauses.

I.1 FAR 52.252-2--Clauses Incorporated By Reference (Feb. 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available.

Also, the full text may be accessed electronically at the following Internet address:

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

However, if any of the clauses/provisions conflict with the clauses in their GSA schedule contract, the GSA schedule contract shall have order of precedence.

Table I:1: FAR/HSAR Clauses

Clause	Title	Date
	Additional FAR Clauses	
52.204-2	Security Requirements	Aug 1996
52.227-11	Patent Rights—Ownership by the Contractor	Dec 2007
52.227-14	Rights in Data—General	Dec 2007
52.227-16	Additional Data Requirements	Jun 1987
52.228-5	Insurance—Work on a Government Installation	Jan 1997
52.232-18	Availability of Funds	Apr 1984
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.232-17	Interest	Apr 1984
52.242-3	Penalties for Unallowable Costs	May 2001

I.2 HSAR Clauses Incorporated By Full Text

The following Homeland Security Acquisition Regulation (HSAR) clauses are provided in full text. All HSAR clauses shall flow down to all subcontractors on the BPAs and all BPA Task Orders as applicable:

I.2.1 HSAR 3052.204-70 Security Requirements for Unclassified Information Technology Resources (Jun. 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location.

This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency’s mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. The IT

Security Plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within [10] days after task order award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the quoter's quote. The IT Security plan, as approved by the Contracting Officer, shall be incorporated into the task order as a compliance document.

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

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

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

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

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

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

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

(End of clause)

I.2.2 HSAR 3052.204-71 Contractor Employee Access (SEP 2012) Alternate I (SEP 2012) Alternate II (JUN 2006)

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

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

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

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

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

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

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access

to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

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

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

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

(End of clause)

**ALTERNATE I
(SEP 2012)**

When the contract will require Contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

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

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

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