

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 71
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2. CONTRACT (Proc. Inst. Ident.) NO. HSHQDC-09-D-00027	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RUP0-09-00056
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5. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/DEPT. OPS	6. ADMINISTERED BY (If other than Item 5) U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/DEPT. OPS
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7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) HURRICANE CONSULTING INC 4035 RIDGE TOP ROAD SUITE 325 FAIRFAX VA 220307408	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT Net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM
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CODE 9288595290000	FACILITY CODE
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11. SHIP TO/MARK FOR Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528	CODE DHS	12. PAYMENT WILL BE MADE BY OFO/DOB - Room 3621 Attn: OFO Invoice Team 245 Murray Lane, SW Bldg. 410 OFO-Invoice@dhs.gov Washington DC 20528	CODE CFO/DOB
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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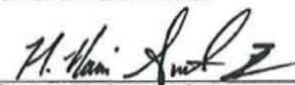
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT	\$250.00
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17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Armando Ygbuhay - President & CEO	20A. NAME OF CONTRACTING OFFICER Harrison Smith
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19B. NAME OF CONTRACTOR BY  (Signature of person authorized to sign)	19C. DATE SIGNED 8/6/09	20B. UNITED STATES OF AMERICA BY  (Signature of the Contracting Officer)	20C. DATE SIGNED 8/6/09
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NAME OF OFFEROR OR CONTRACTOR
HURRICANE CONSULTING INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 928859529+0000 Accounting Info: RWC9016-RWC-WR-99-01-00-000-02-06-0900-00-00-00-00 -GE-OE-25-14-FY2009 FOB: Destination Period of Performance: 08/06/2009 to 08/05/2014</p> <p>Funding to Meet the Minimum Dollar Guarantee under Clause H.2.</p> <p>This funding is being obligated in accordance with Clause H.2 "Minimum Dollar Guarantee and Maximum Contract Limitations". Pursuant to paragraph H.2 (a) "Minimums", funding in the amount of \$250.00 is hereby being provided. As of the date of base contract award, the minimum guarantee for this contract is satisfied. Obligated Amount: \$250.00 Product/Service Code: B550 Product/Service Description: ORGANIZATION/ADMINISTRATIVE/PERSONNEL S</p>	1	DO	250.00	250.00
0002	<p>Option Year One: This line item will be exercised solely at the discretion of the government. Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: N/A Min. Amt: \$0.00 Max. Amount: \$0.00 Minimum Guaranteed: N Amount: \$0.00 (Option Line Item) Product/Service Code: B550 Product/Service Description: ORGANIZATION/ADMINISTRATIVE/PERSONNEL S Period of Performance: 08/06/2011 to 08/05/2012</p>				0.00
0003	<p>Option Year Two: This line item will be exercised solely at the discretion of the government. Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: N/A Min. Amt: \$0.00 Max. Amount: \$0.00 Minimum Guaranteed: N Amount: \$0.00 (Option Line Item) Product/Service Code: B550 Product/Service Description: ORGANIZATION/ADMINISTRATIVE/PERSONNEL S Period of Performance: 08/06/2012 to 08/05/2013 Continued ...</p>				0.00

NAME OF OFFEROR OR CONTRACTOR
HURRICANE CONSULTING INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>Option Year Three: This line item will be exercised solely at the discretion of the government.</p> <p>Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: N/A Min. Amt: \$0.00 Max. Amount: \$0.00</p> <p>Minimum Guaranteed: N Amount: \$0.00 (Option Line Item) Product/Service Code: B550 Product/Service Description: ORGANIZATION/ADMINISTRATIVE/PERSONNEL S Period of Performance: 08/06/2013 to 08/05/2014</p> <p>The total amount of award: \$250.00. The obligation for this award is shown in box 15G.</p>				0.00

U.S. Department of Homeland Security



PACTS

Program Management, Administrative, Clerical, and Technical Services

**Functional Category 2 - Administrative Services
HSHQDC-09-D-00027**

HCI Integrated Solutions

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AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE	OF	PAGES
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2. CONTRACT (Proc. Inst. Ident.) NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
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5. ISSUED BY	CODE	6. ADMINISTERED BY (If other than Item 5)	CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
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10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	▶	ITEM
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11. SHIP TO/MARK FOR	CODE	12. PAYMENT WILL BE MADE BY	CODE
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT

15G. TOTAL AMOUNT OF CONTRACT ▶ \$

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	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or Print)	20A. NAME OF CONTRACTING OFFICER
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
19C. DATE SIGNED	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)	BY _____ (Signature of Contracting Officer)

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 General

This contract is among a suite of contracts which is collectively referred to as the Program Management, Administrative, Clerical, and Technical Services (PACTS) contracts, and are further categorized by their respective Functional Category. This is a Functional Category 2 - Administrative Services contract, and is available for use by all offices of the U.S. Department of Homeland Security (DHS). In support of Executive Order 13360, all prime PACTS vendors are Service Disabled Veteran Owned Small Businesses (SDVOSBs).

The Contractor shall provide, in accordance with issued task orders (TOs), all management, supervision, labor, facilities, and materials necessary to perform Functional Category 2 - Administrative Services services on an Indefinite Delivery Indefinite Quantity (IDIQ) basis. TOs may be Firm Fixed Price (FFP) and its various forms as indicated in Federal Acquisition Regulation (FAR) Part 16.2, Fixed-Price Contracts; Time and Material (T&M); or Labor Hour (LH) as defined in FAR Part 16. TOs will be issued in accordance with the procedures set forth in Section G of this contract.

B.2 Base and Option Periods

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

B.3 Contract Pricing

B.3.1 Time and Material/Labor Hour/Firm Fixed Price Rates

All task orders issued for services to be performed within the United States will be priced in accordance with the hourly rates set forth in Section B.4, Labor Category Rate Table. The labor rates in this section reflect the fully-burdened rates for each labor category and will apply to all direct labor hours. The labor categories, hourly rates, and indirect administrative cost rates are detailed in Section B.4 Labor Category Rate Table. The fully burdened hourly rates are ceiling price rates and the Contractor may, at its discretion, elect to propose lower hourly rates for individual task orders.

(a) Labor. Section B.4 Labor Category Rate Table represents fully-burdened hourly rates for each labor category. The fully-burdened labor rates include all direct, indirect, general and administrative costs and profit associated with providing the required skill. The fully-burdened labor rates include all labor and labor-related costs, such as, but not limited to, the following list of representative labor-related costs: salaries, wages, bonuses to include stock bonuses, incentive awards, employee stock options, stock appreciation rights, employee stock ownership plans, employee insurance, fringe benefits, contributions to pension, other post-retirement benefits, annuity, employee incentive compensation plans, incentive pay, shift differentials (if applicable), overtime (for applicable wage determination labor categories), vacation time, sick pay, holidays, and all other allowances based upon a comprehensive employee compensation plan. If overtime is required for Wage Determination applicable labor categories at the TO level, overtime will be compensated in accordance with the Service Contract Act. The use of

uncompensated overtime is not encouraged. All hourly rates are based on a 40-hour work-week, and 1,920 hours per year.

(1) Government Site Rates. When performing at Government sites within the United States, the Contractor shall provide services at or below the fully-burdened labor rates indicated in Section B.4 Labor Category Rate Table. The Government will provide office space, furniture, and office equipment and supplies, as described in Section H.5, Government Property and as specified in the individual Task Orders.

(2) Contractor Site Rates. When performing at a Contractor site within the United States, the Contractor shall provide services at or below the fully-burdened labor rates included in Section B.4 Labor Category Rate Table which include loads for office space and all normal supplies and services required to support the work. This includes, but is not limited to, telephones, faxes, copiers, personal computers, postage (to include courier services such as Federal Express), ordinary business software (e.g., word processing, spreadsheets, graphics, etc.), normal copying and reproduction costs.

(b) Program Management (Contract-Level) Support Costs. Contract-level program management support costs shall not be billed as a direct charge to the PACTS base contract or task orders. Program management support costs encompass support for contract-level management, reporting requirements (see Section F) and related travel and meeting attendance costs associated with the Contractor's program management staff, as it relates to the overall management of the PACTS program.

(c) Project Management (Task Order-Level) Support Costs. Contract-level program management support costs are differentiated from individual task order project management support costs. TO Project Management support costs may be billed as hourly labor rates against individual task orders for direct support of the effort performed under those task orders. This will result in direct billings at the task order-level for labor hours in the "Project Manager" category, to specifically support program or project management for the task order.

(d) ODCs. ODCs consist of materials, subcontractor (other than labor) and task order-related travel costs, i.e., relocation and temporary duty (TDY) to include travel, lodging and meals. These percentages are indicated in the Section B.4 Labor Category Rate Table under the ODC rates. T&M and LH type TOs will include hours at the proposed rates herein for each skill category, plus materials (ODCs) and the indirect rate burden/allocation (i.e. percentages applied to travel, materials or subcontracts). The cost of general-purpose items required for the conduct of the Contractor's normal business operations will not be considered an allowable ODC in the performance of task orders under this contract. Profit is not allowed on ODCs under a T&M or LH type task order.

B.3.1.1 Firm Fixed Price (FFP) Type Task Orders

For FFP type task orders, the quantity of each item or labor category ordered will be multiplied against the rate negotiated at the contract level, or as negotiated for the TO, and the cumulative extended total of all items ordered will define the fixed price for the TO. Travel and ODCs, if applicable, may be estimated for each TO, burdened with the indirect administrative cost rates negotiated at the contract level, or as negotiated for the TO. Any total rate negotiated for travel and ODCs will be added to the extended price of all ordered items to arrive at the total fixed price for the TO. Partial payment of FFP type TOs may be negotiated based on the completion of milestones.

B.3.1.2 Time and Material (T&M) and Labor Hour (LH) Type Task Orders

For T&M and LH type TOs, the quantity of hours ordered from each labor category will be specified as deliverable hours billable at the ceiling rates specified in Section B.4 Labor Category Rate Table or as negotiated, if lower rates are proposed for the TO. If applicable, travel and ODCs will be estimated for each TO and burdened with the indirect administrative cost rates specified in Section B.4 Labor Category Rate Table. Profit on travel and ODCs is not allowable. The cumulative extended total of all labor categories ordered plus travel and ODCs will define the TO ceiling price. TOs may authorize adjustments between labor category quantities of up to 10%, within the established task order ceiling price, without a formal modification. The Government will not reimburse the Contractor for costs incurred beyond the ceiling price, for hours not delivered, for hours delivered but in excess of the quantities ordered for a particular labor category or for travel and ODCs exceeding the ordered amount. Labor dollars will not be used to pay for ODCs nor ODC dollars used to pay for labor without a contract modification.

B.3.2 Work Outside the Continental United States (OCONUS)

It is anticipated that there may be TOs under this contract for work outside the continental United States. There may be situations at the task order-level where the rates in Section B.4 may not be appropriate for OCONUS work. These situations will be determined by the Task Order Contracting Officer, PACTS Program Manager, and PACTS Contracting Officer. In order to determine OCONUS labor rates, the negotiated OCONUS labor rate multiplier will be applied at the TO level as necessary to a negotiated unburdened hourly rate to arrive at the fully burdened OCONUS rate for that TO. The negotiated OCONUS multiplier is a ceiling, and may be applicable to OCONUS Task Orders as determined by the Task Order Contracting Officer, PACTS Program manager, and PACTS Contracting Officer. The multiplier includes indirect costs applicable to labor, and profit or fee, if any. The multiplier applies to all subcontracts and must not include or be applied to costs covered as other direct costs. The OCONUS multiplier shall not include any allowances as defined by the U.S. Department of State, which will be categorized as other direct costs.

The OCONUS multiplier under this contract is:

Base Period:	1.5
Option Period 1:	1.5
Option Period 2:	1.5
Option Period 3:	1.5

Note: If a task order is written in the Base Period with a period of performance that extends into Option Period 1, the applicable multiplier for work performed in the Base Period and Option Period One must be used (if the Contractor has proposed different multipliers for each year) in the task order. The same is applicable for future years. Non-funded extensions that will cause existing task orders to extend into a subsequent multiplier period would not typically involve a change in the allowable multiplier under that task order; funded extensions that add new work to the task order would normally allow the subsequent year's multiplier to apply. Under these circumstances, all changes in the allowable multiplier are subject to the Task Order Contracting Officer's discretion.

B.4 Labor Category Rate Table

The Labor Category Rate Table represents all labor rates, ODCs and indirect burden for performance of the requirements as specified in individual Task Orders for performance within

the United States. Fully loaded hourly labor rates are included for each labor category both at the Contractor site and at Government sites. These fully-loaded hourly labor rates are the ceiling rates representing the maximum rates allowable for Prime and Subcontractors, and include pricing for top secret/SCI contractor personnel. The years cited represent contract years. Only Government-required labor categories are included in this table. Additional labor categories may be proposed after contract award, in accordance with Section G.4.4 (d).

Labor Category Rate Table (Base Period)

Labor Category	Functional Category	Contractor Site Rate	Government Site Rate
Task Order Project Manager (Senior)	2	\$157.79	\$167.53
Task Order Project Manager (Intermediate)	2	\$126.98	\$134.83
Task Order Project Manager (Junior)	2	\$101.13	\$102.12
Administrative/Clerk III	2	\$54.77	\$52.99
Analyst (Junior)	2	\$84.57	\$77.85
Technical Specialist (Junior)	2	\$71.21	\$68.88
Administrative/Clerk II	2	\$43.81	\$42.38
Administrative/Clerk I	2	\$37.11	\$36.40

Indirect Administrative Costs (to be Applied to Other Direct Costs Negotiated at the Task Order Level, as Appropriate)

Travel Burden	11.75%
Materials or Subcontracts Handling	10.00%

Labor Category Rate Table (Option Year 1)

Labor Category	Functional Category	Contractor Site Rate	Government Site Rate
Task Order Project Manager (Senior)	2	\$163.63	\$173.73
Task Order Project Manager (Intermediate)	2	\$131.68	\$139.82
Task Order Project Manager (Junior)	2	\$104.87	\$105.90
Administrative/Clerk III	2	\$56.80	\$54.95
Analyst (Junior)	2	\$87.70	\$80.73
Technical Specialist (Junior)	2	\$73.84	\$71.43
Administrative/Clerk II	2	\$45.43	\$43.95
Administrative/Clerk I	2	\$38.48	\$37.75

Indirect Administrative Costs (to be Applied to Other Direct Costs Negotiated at the Task Order Level, as Appropriate)

Travel Burden	11.75%
Materials or Subcontracts Handling	10.00%

Labor Category Rate Table (Option Year 2)

Labor Category	Functional Category	Contractor Site Rate	Government Site Rate
Task Order Project Manager (Senior)	2	\$169.68	\$180.16
Task Order Project Manager (Intermediate)	2	\$136.55	\$144.99
Task Order Project Manager (Junior)	2	\$108.75	\$109.82
Administrative/Clerk III	2	\$58.90	\$56.98
Analyst (Junior)	2	\$90.94	\$83.72
Technical Specialist (Junior)	2	\$76.58	\$74.07
Administrative/Clerk II	2	\$47.11	\$45.57
Administrative/Clerk I	2	\$39.91	\$39.14

Indirect Administrative Costs (to be Applied to Other Direct Costs Negotiated at the Task Order Level, as Appropriate)

Travel Burden	11.75%
Materials or Subcontracts Handling	10.00%

Labor Category Rate Table (Option Year 3)

Labor Category	Functional Category	Contractor Site Rate	Government Site Rate
Task Order Project Manager (Senior)	2	\$175.96	\$186.82
Task Order Project Manager (Intermediate)	2	\$141.60	\$150.36
Task Order Project Manager (Junior)	2	\$112.78	\$113.88
Administrative/Clerk III	2	\$61.08	\$59.09
Analyst (Junior)	2	\$94.31	\$86.82
Technical Specialist (Junior)	2	\$79.41	\$76.81
Administrative/Clerk II	2	\$48.86	\$47.26
Administrative/Clerk I	2	\$41.38	\$40.59

Indirect Administrative Costs (to be Applied to Other Direct Costs Negotiated at the Task Order Level, as Appropriate)

Travel Burden	11.75%
Materials or Subcontracts Handling	10.00%

(End of Section B)

SECTION C – STATEMENT OF WORK

C.1 General

C.1.1 Objective

The primary goal of this contract is to provide non-IT services that will enable DHS to accomplish mission objectives. This contract is among a suite of contracts which is collectively referred to as PACTS (Program Management, Administrative, Clerical, and Technical Services) and is designed to offer a broad range of services and solutions to fulfill the majority of component and departmental services needs. This Statement of Work is comprised of Functional Category 2 - Administrative Services. Specific requirements will be further identified and defined at the task order level.

C.1.2 Scope

The Contractor shall provide the full range of Functional Category 2 - Administrative Services services to meet the mission needs of DHS. As identified in individual Task Orders (TOs), the services provided under PACTS will support DHS on a world-wide basis. The Contractor shall furnish the necessary personnel, materials, equipment, facilities, travel, and other services required to satisfy the TO requirements. While the initial PACTS Statement of Work (SOW) identified four (4) Functional Categories, this contract is for Functional Category 2 - Administrative Services.

The prime Contractor for this contract is a Service Disabled Veteran Owned Small Businesses. The North American Industry Classification System (NAICS) Code list for FC Category 2 - Administrative Services is 561110, and the size standard is \$6.5M.

C.1.3 Contract and Task Order Management

Contract and TO management is a mandatory element for all TOs issued under the PACTS contract. The objective of contract and TO management is to provide the program management, project control and contract administration necessary to manage a high volume, multiple contract type TO process for a large, diversified team so that the cost, schedule and quality requirements of each order are tracked, communicated to the Government, and ultimately attained. The use of commercially available automated tools and the application of expertise on processes and metrics that support task order management are encouraged to achieve the above objectives. The objective of the tools is to provide quicker access, improved accuracy, and enhanced accessibility for Contractors/clients. Additionally, they will promote timely monitoring of status/deliverables, facilitate the tracking of the quality of work products, and gauging overall customer satisfaction.

C.2 Functional Category 2 - Administrative Services Definition

The Contractor shall furnish the full range of solutions and services necessary to meet the scope of the requirement of this contract and individual TOs as related to the functional category described in this section. All solutions and services must meet DHS policies, standards, and procedures as identified by individual TOs.

Functional Category 2 - Administrative Services services are defined as follows: The Contractor shall provide day-to-day office administrative services, such as financial planning; billing and recordkeeping; personnel; and physical distribution and logistics.

(End of Section C)

SECTION D - PACKAGING AND MARKING

D.1 Markings

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

- (a) Contract number;
- (b) Task order number;
- (c) Name and address of the consignor;
- (d) Name and address of the consignee;
- (e) Government bill of lading number covering the shipment (if any); and
- (f) Description of the item/material shipped, including item number, quantity, number of containers, and package number (if any).

Specific or unique marking requirements may be addressed in individual TOs.

D.2 Branding

The Contractor shall comply with the requirements of any DHS Branding and Marking policies. As a matter of law, Federal criminal statutes prohibit unauthorized uses of the DHS Seal. In addition, DHS policy prohibits granting authorization for certain commercial uses of the Seal. It is permissible to reference DHS in materials if the reference is limited to true, factual statements. The words DHS and/or Homeland Security should appear in the same color, font, and size as the rest of the text in the document. 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 Attachment J-5, *DHS Official Seal Usage Approval*. The Comments section should be used to describe why use of the seal is being requested, and how it will be used. Completed forms should be sent via e-mail to the Director of Special Projects and Protocol for Public Affairs, Brendan Lacivita (Brendan.Lacivita@DHS.GOV) and to the TO Contracting Officer.

(End of Section D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Clauses Incorporated by Reference

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

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

E.2 Inspection and Acceptance

Inspection and acceptance of all work and services performed under each TO will be in accordance with the FAR clauses incorporated at Section E, *Clauses Incorporated by Reference*, as applicable.

Final acceptance of all deliverables and or services performed as specified under each TO will be made in writing, at destination, by the TO COTR or as detailed in individual TOs.

E.3 Scope of Inspection

All deliverables will be inspected for content, completeness, accuracy and conformance to TO requirements by the TO COTR or as detailed in individual TOs. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the TO. The scope and nature of this testing must be negotiated prior to TO award and will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

The Government requires a period not to exceed thirty (30) calendar days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the TO.

E.4 Basis of Acceptance

The basis for acceptance shall be compliance with the requirements set forth in the statement of work, the TO, the Contractor's proposal and other terms and conditions of this contract. Deliverable items rejected under any resulting TO shall be corrected in accordance with the applicable clauses (e.g., FAR 52.211-8 – Time of Delivery, FAR 52.211-9 – Desired and Required Time of Delivery, and/or their respective alternates).

Cost reimbursable items such as travel and ODCs will be accepted upon receipt of proper documentation as specified in the order. If custom services are provided as part of a FFP TO, acceptance will be as specified for the milestone with which they are associated.

Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected.

Non-conforming products or services will be rejected. Unless otherwise agreed by the parties, deficiencies must be corrected within thirty (30) calendar days of the rejection notice. If the deficiencies cannot be corrected within thirty (30) days, the Contractor shall immediately notify the TO Contracting Officer of the reason for the delay and provide a proposed corrective action plan within ten (10) working days of the date of notification.

E.5 Review of Deliverables

Unless otherwise agreed to by the parties, the Government will provide written acceptance, comments, and/or change requests, if any, within fifteen (15) business days from receipt of the deliverable. If written acceptance, comments, and/or change requests are not provided within fifteen (15) business days, the deliverable shall be deemed acceptable as written by the Contractor.

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

At any point in the process of the review of deliverables, the deliverable is considered accepted if the Government provides written acceptance or does not provide comments and/or change requests within fifteen (15) business days of the receipt of the deliverable.

(End of Section E)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 General

The DHS Task Order Contracting Officer may include additional deliveries or performance requirements in TOs, other than those enumerated in this section, such as (1) optional FAR clauses, (2) component specific clauses, and (3) task order specific clauses. In the event of conflict between a task order and the contract, the contract shall take precedence.

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

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

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

F.3 Term of the Contract

The base term of this indefinite delivery indefinite quantity (IDIQ) contract is from August 6, 2009 to August 5, 2011. There are three (3) option periods, which, if exercised at the unilateral discretion of the Government, will have the following periods of performance: Option 1 – August 6, 2011 through August 5, 2012, Option 2 – August 6, 2012 through August 5, 2013, and for Option 3 – August 6, 2013 through August 5, 2014. This is not a multi-year contract as defined in FAR Part 17.1.

F.4 Task Order Performance Period and Pricing

TOs may be issued at any time during the base period and/or option periods, if exercised. Those periods of time shall be called the "Contract Ordering Period" (COP). The performance period of each TO will be specified in the TO and may include option periods which, if exercised, may extend the TO period of performance up to twelve (12) months beyond the COP of the base period and/or option periods, if exercised. TOs shall be priced using Section B.4 rates that will be applicable to the TO's anticipated period of performance.

TOs issued in the third and final option year (if exercised) shall not extend beyond six (6) months after the COP of the final option year. For purposes of TOs where performance extends beyond the COP of the final option period, the final contract year's pricing shall be used. At all times each order's terms shall be consistent with its funding appropriation.

F.5 Option to Extend Term of Contract (FAR 52.217-9) (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months. If a TO is issued in the third and final option year as set forth in F.4 – Task Order Performance Period and Pricing, the duration of this contract shall not exceed sixty-six (66) months.

F.6 Delivery

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

F.7 Place of Performance

Place of performance shall be set forth in individual TOs.

F.8 Notice to the Government of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the TO Contracting Officer and the TO COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.9 Deliverables

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

For purposes of delivery, all deliverables shall be made by 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 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 contract-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 complete package.

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

F.10 Contract Status Report

The Contractor shall provide a monthly task order activity report, organized by DHS Component, to the PACTS Contracting Officer and the PACTS Program Manager. The sample format is provided in Attachment J-1, *Sample Monthly Contract Status Report*. The report is due in hard copy form, with an electronic copy in the required format, to the PACTS Contracting Officer and the PACTS Program Manager by the 15th calendar day of each month. This report is a required deliverable, even if there is no activity to report. Additionally, the Contractor shall provide an electronic version of all awarded task orders, including task order modifications, to the PACTS Contracting Officer and PACTS Program Manager.

F.11 Task Order Status Reports

PACTS requires TO Status Reports for all TOs. The type of status report may vary by the type of TO issued. The status report recipients, content, and due dates will be identified in individual TO Request for Proposal (TORFP). The TO Status Report shall be at the task order level unless a lower Work Breakdown Structure (WBS) level of reporting is explicitly required and stated in the TORFP.

F.12 Prime Contractor Performance Requirements/Subcontracting Report

In accordance with FAR 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside, at least 50 percent of the cost of personnel for contract performance shall be spent for employees of the Contractor or employees of other service-disabled veteran-owned small business (SDVOSB) partners. In order to ensure that the required percentage of costs on this indefinite quantity award is performed by the Contractor or other SDVOSB partners, the Contractor must demonstrate semi-annually that it has successfully met this requirement during that six (6) month period. Meeting this requirement is defined as spending at least 50 percent of the cost of personnel for contract performance for employees of the Contractor or employees of other SDVOSB partners for the combined total of all task orders issued to date.

This requirement need not be met on task orders issued during the first six (6) months of the base contract award. However, by the time of the second semi-annual submission (twelve (12) months after contract award), the requirement must be met for the combined total of all task orders issued to date.

If the Contractor has more than one (1) PACTS contract, a separate report shall be completed for each awarded contract and Functional Category. The submission is due to the PACTS Program Manager, and shall be submitted via e-mail no later than thirty (30) days after the end of each six (6) month period. The start of the first six (6) month period is the date of contract award. The Contractor shall use the form found in Section J-2, *Sample Subcontracting Report* when providing its submission.

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

F.13 Comprehensive Contracts Report

Within thirty (30) calendar days after contract award, the Contractor shall submit a comprehensive and accurate report listing all of the active contracts/task orders it or its team members/subcontractors currently have within DHS that fall within the scope of the PACTS contract. The report shall include, at a minimum, the following information for each contract/order:

- (a) Contract/order number;
- (b) Brief Description of the work being performed;
- (c) Issuing office name and address;
- (d) Contact information for the issuing Contracting Officer;
- (e) Contact information for the associated COTR (if any);
- (f) Overall dollar value; and
- (g) Period of performance, including base and option periods.

The report shall be submitted to the PACTS Program Manager identified in Section G.2. Accuracy and timeliness of this deliverable are considered critical to the implementation of the PACTS program and failure to comply may adversely affect the Contractor's ability to participate in TO competitions.

(End of Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Accounting and Appropriation Data

Accounting and appropriation data for obligations under the contract will be set forth on individual task orders.

G.2 Points of Contact

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

PACTS Contract Level Contracting Officer:

Name: H. Harrison Smith, IV
Address: Department of Homeland Security
Office of Procurement Operations
245 Murray Lane, Bldg 410
Washington, DC 20528
Email: PACTS@DHS.GOV

PACTS Program Manager/Contract-Level Contracting Officer's Technical Representative (COTR):

Name: Sherry Barber
Address: Department of Homeland Security
Office of Procurement Operations
Enterprise Solutions Office
245 Murray Lane, Bldg 410
Washington, DC 20528
Email: PACTS@DHS.GOV

Task Order Manager:

The Task Order Manager will be provided in the Task Order, where applicable.

Written communications pertinent to PACTS program and/or any resulting contracts shall make reference to the contract number and shall be mailed to the attention of either the PACTS Program Manager or Contracting Officer at the above address.

G.2.1 Contracting Officer (CO) – Contract Level

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

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

G.2.2 Task Order Contracting Officer (TO CO)

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

G.2.3 Task Order Contracting Officer's Technical Representative (TO COTR)

TO COs may designate TO COTRs for individual task orders that will be responsible for the day-to-day administration and oversight of the Task Order.

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

G.2.4 Contractor's Program Manager

The Contractor's contract-level Program Manager shall act as the central point of contact with the Government for all program-wide technical issues, and will represent the Contractor at all post-award status meetings. The contract-level Program Manager shall be responsible for all issue resolution, program management, and other contract support including providing comprehensive account support for the PACTS contract. The contract-level Program Manager is responsible for overall contract performance and shall not serve in any other capacity under this contract. This position shall not be separately billed to this contract or individual task orders.

G.3 Ordering–By Designated Ordering Official

The Government will order services to be furnished under this contract by issuing task orders on Optional Form 347, or an agency prescribed form, within the contract order period.

G.3.1 Direct Ordering

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

In no event will a task order change the requirements of the PACTS contract. Should there be a need to change the contract; specific approval must first be obtained from the contract-level CO.

G.3.2 Special Contract Administration Responsibilities

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

The TO CO shall be responsible for:

- (a) Ensuring that task orders are within the scope of the contract;
- (b) Administering and final closeout of task orders;
- (c) Performing inspection and acceptance or rejection of the equipment/services provided by the Contractor;
- (d) Making payment, withholds, or partial payment of Contract User invoices; and
- (e) Forwarding end of fiscal year notification to the PACTS Contracting Officer; either by (memo, letter, or electronically) that all completed task orders awarded in proceeding fiscal year are closed and final disposition complete including release of claims letters (if applicable);

The PACTS CO is responsible for overall administration and the final closeout of the contract, and when necessary, shall:

- (a) Provide scope oversight;
- (b) Serve as liaison between the Contractor and the Department;
- (c) Assist in expediting orders;
- (d) Ensure compliance with contract requirements;
- (e) Issue the Contracting Officer's final decision and handle all contract-level contractual disputes under the Contract Disputes Act; and
- (f) Place all contract modifications against the prime Contract.

Unless otherwise delegated, only the designated PACTS CO, as defined in Section G.2, has oversight of the contract as a whole.

G.4 Task Order (TO) Procedures

The Contractor's services shall be obtained on an as-needed basis (i.e., through the issuance of task orders). The Contractor shall perform the required effort for these services, both within and outside the United States, throughout the term of this contract. An individual TO may relate to a single Functional Category or involve services from multiple Functional Categories. Issued TOs will identify the services required, provide specific technical details (including the schedule for all deliverables and the identification of any applicable Government-Furnished Property (GFP), Government-Furnished Information (GFI), and/or Government furnished workspace), and activate performance.

The following defines the process by which fair opportunity will be afforded and how a TO will be processed, priced, and awarded. It also defines specific, local provisions to be used for issues concerning task order consideration and payment. Finally, the role of the DHS Ombudsman is defined. Careful attention should be paid to those areas in which the procedures, processes and provisions change due to use of a different contract types or pricing methodology.

G.4.1 Fair Opportunity Process

This contract will adhere to FAR Part 16.505, Ordering.

G.4.2 Fair Opportunity Exceptions

In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR Part 16.505(b), the TO CO will provide all awardees within the applicable Functional Category a "fair opportunity" to be considered for each order in excess of the micro-purchase threshold, unless one (1) of the conditions, below, applies.

- (1) The agency need for such services is so urgent that providing a fair opportunity would result in unacceptable delays. The lack of proper acquisition planning is not considered urgent.
- (2) Only one (1) awardee is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized.
- (3) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order.
- (4) It is necessary to place an order to satisfy a minimum guarantee. It should be noted that the minimum guarantee for all PACTS contracts has been satisfied at the time of base contract award; therefore, this Fair Opportunity exception shall not be used during PACTS ordering procedures.

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

In accordance with FAR Part 16.5, the TO Contracting Officer may exercise broad discretion in developing appropriate order placement procedures, which may include evaluating past performance. Although there is no requirement for vendors to respond to TORFPs, if a vendor repeatedly and/or continually elects to not respond to TORFPs, this may be considered when evaluating past performance in a Task Order or contract-level evaluation. The contract-level Contracting Officer may also take this into account when determining whether or not to exercise options.

G.4.3 Task Order Solicitation

Each Task Order request for proposal will identify the Functional Category of the work to be performed. For services that cross multiple Functional Categories, the Government will identify the predominant Functional Category and each Prime Contractor in that Functional Category will be given the fair opportunity to compete.

G.4.4 Task Order Process

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

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

(c) Technical Proposals. The proposal request will state whether an oral proposal is required in addition to, or instead of, written technical proposals. Responses will be streamlined and

succinct, to the extent practical based on the estimated dollar value and complexity of the work, stating compliance or exception to requirements, risks, assumptions and conflict of interest issues. Responses will not be a proposal as defined in FAR Part 15, but only sufficient information to be considered in accordance with FAR Part 16. Proposals shall not merely restate SOO, SOW or PWS requirements. Both oral and written technical proposals may address, as a minimum:

- (1) Technical/Management Approach;
- (2) Key Personnel Assigned;
- (3) Quantities/Hours of Personnel by Labor Categories;
- (4) Other Direct Costs (ODCs) (materials and supplies, travel, training, etc.);
- (5) Risks;
- (6) Period of Performance;
- (7) Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI);
- (8) Security (including clearance level);
- (9) Teaming Arrangement (including subcontracting); and
- (10) Other Pertinent Data, (e.g., potential conflict of interest issues).

(d) Price Proposals. A written price proposal shall always be required. This part of the proposal shall include detailed price amounts of all resources required to accomplish the task, (i.e. labor hours, rates, travel, incidental equipment, etc.). When competing for TO awards under the fair opportunity process, the Contractor is permitted to propose labor rates that are lower than those originally proposed and established in Section B.4 Labor Category Rate Tables. The Contractor shall fully explain the basis for proposing lower rates. The proposed, reduced labor rates will not be subject to audit, however, the rates will be reviewed in accordance with FAR 15.404 to ensure the Government will not be placed at risk of nonperformance. The reduced labor rates will apply only to the respective task order and will not change the fixed rates in Section B.4 Labor Category Rate Table. The level of detail required shall be primarily based on the contract type planned for use, as further discussed below. To add labor categories beyond the Government Labor Categories, a request for contract modification must be submitted to the Contracting Officer. This request must include information demonstrating the insufficiency of the Government's Labor Category, a description of the proposed labor category including the education and experience levels, proposed labor rates and a cross reference to other contracts that include the proposed labor categories.

(1) Firm Fixed Price (FFP), Labor Hour (LH) and Time-and-Materials (T&M). The proposal shall identify labor categories in accordance with Section B.4 Labor Category Rate Tables, and the number of hours required for performance of the task. The proposal must identify and justify use of all non-labor cost elements. It must also identify any Government Furnished Equipment (GFE) and/or Government Furnished Information (GFI) required for TO performance. If travel is specified in the TO statement of work, air fare and/or local mileage, per diem rates by total days, number of trips and number of Contractor employees traveling shall be included in the price proposal. Prior to incurring any long distance travel expenses, the Contractor shall obtain written approval from the TO COTR of approximate travel dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling.

(2) Other Relevant Information. This information shall always be in writing and shall address other relevant information as required by the contract or requested by the TO proposal request. The Contractor shall assume all costs associated with preparation of

proposals for task order awards under the fair opportunity process as an indirect charge in the fully loaded rate. The Government will not reimburse awardees for fair opportunity proposals as a direct charge.

(e) Evaluation of TO Proposals. Proposals will be evaluated in accordance with the selection criteria set forth in the TORFP. The Government's award decision will be based on the evaluation criteria specified in the TORFP. Among other sources, evaluation of past performance may be based upon information in the Contractor Performance System (CPS) or from a database built from past performance assessments provided by TO COTRs on individual TOs performed throughout the life of the contract (see Section H.9). The order of importance for the evaluation factors will be identified in each individual TORFP. If necessary, during the evaluation of proposals, the Government may contact a Contractor with questions concerning its proposal. Upon completion of evaluations, the CO will issue a task order to the Contractor whose proposal represents the best value to the Government.

(f) Award Recommendation Documentation. After completion of the evaluation, discussions, if any, and trade-off analysis, the TO CO/TO COTR shall prepare a complete award recommendation package to document the selection process and to serve as evidence that the fair opportunity to be considered rule was applied, unless an exception was taken under FAR Part 16.505(b)(2). At a minimum, the award documentation shall include:

- (1) A statement indicating whether announcement of the task order requirement was made to all Contractors eligible for receiving an award for the task requirement or if an exception to the a fair opportunity to be considered rule was cited (cite the exception);
- (2) The selection criteria /methodology used to evaluate the competing Contractors;
- (3) The results of the evaluation; and
- (4) The rationale for the recommendation of the task order awardee, including a summary of any negotiations conducted, price analysis and best value analysis.

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

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

G.4.5 Unauthorized Work

The Contractor is not authorized at any time to commence TO performance prior to issuance of a signed TO or other written approval provided by the TO CO.

G.4.6 Task Funding Restrictions

No unfunded TOs are allowed. Other DHS appropriations restrictions may also limit the funding of TOs.

G.4.7 Changes in Time-and-Materials (T&M) Task Orders

The Contractor shall submit a request for contract modification to the PACTS CO to add any new labor categories beyond the Government-required labor categories (See Section G.4.4(d)). Upon contract modification, the Contractor shall submit a revised TO price proposal to the TO

CO showing the original amount of the TO award, the proposed revised amount and the difference.

G.4.8 Discussion of Non-Selection for Task Order Award

If a non-selected Contractor has questions as to why it was not selected for a TO award, the Contractor should contact the TO CO. The TO CO and the non-selected Contractor may discuss the reasons why that Contractor was not selected; however, the TO CO may not (1) discuss the other Contractor's proposals, (2) compare Contractor's proposals, or (3) allow the non-selected Contractor access to the award decision documentation. In accordance with the 2008 Defense Authorization Bill, unsuccessful contractors may request a debriefing for task orders exceeding \$5,000,000.

G.4.9 Task Order Protests

In accordance with FAR Part 16.505(a)(9), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of a TO of less than \$10,000,000 under this contract, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract. In accordance with the 2008 Defense Authorization Bill, protests are authorized for task orders exceeding \$10,000,000.

G.4.10 Task/Delivery Order Contract Ombudsman

In accordance with FAR Part 16.505(b)(5), the Task Order Contract Ombudsman for this contract is the Director, Office of Acquisition Policy and Oversight within DHS, Office of Procurement Operations. The Ombudsman responsibilities are to address Contractor concerns regarding compliance with the award procedures for task/delivery orders, review Contractor complaints on task order contracts, ensure all Contractors are afforded a fair opportunity to be considered for each task order, consistent with FAR 16.505(b), and when requested, maintain strict confidentiality of the Contractor requesting assistance.

Interested parties may contact the Task Order Contract Ombudsman by contacting:

Director, Policy, Oversight, and Customer Support
Attn: Ms. Jan Wisor
Department of Homeland Security
Office of Procurement Operations
245 Murray Lane, Bldg 410
Washington, DC 20528

G.5 Ordering (Indefinite Delivery Type Contracts)

All warranted Contracting Officers of DHS are authorized ordering officers. For those agencies outside DHS, the PACTS Program Manager and Contracting Officer will determine, on a case-by-case basis, whether or not the PACTS contract may be used. Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Orders on Optional Form (OF) 347 by the CO. All orders are subject to the terms and conditions of the contract. This contract shall take precedent in the event of a conflict with any task order.

G.5.1 Order Information

TOs issued shall include, but not be limited to the following information (when applicable):

- (a) Date of order;
- (b) Contract and order number;

- (c) Type of Order;
- (d) Appropriation and accounting data;
- (e) Description of the services to be performed;
- (f) Description of end item(s) to be delivered;
- (g) DD Form 254 (Contract Security Classification Specification);
- (h) Contract Data Requirements List;
- (i) The individual responsible for inspection/acceptance;
- (j) Period of performance/delivery date;
- (k) Estimated number of labor hours for each applicable labor category;
- (l) The price or estimated ceiling for the order; and
- (m) List of Government furnished equipment, material, and information.

G.5.2 Modification of Orders

The Ceiling Price or Fixed Price for each TO may not be changed except when authorized by a modification to the TO.

G.5.3 Unilateral Orders

TOs under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the TO CO may require the Contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

G.6 Preparation of Vouchers

G.6.1 General

(a) SF-1034, Public Voucher for Purchases and Services Other Than Personal, shall be prepared and submitted for payments under this contract, unless otherwise specified in the individual TO.

(b) To ensure timely processing of payment, an original and two (2) copies of T&M and LH vouchers shall be forwarded simultaneously to the addresses specified in the TO as follows:

- (1) The Finance Office;
- (2) The TO CO; and
- (3) The TO COTR.

(c) To ensure timely processing of the Contractor's invoices, an original and two (2) copies of FFP vouchers shall be forwarded simultaneously to the addresses specified in the TO as follows (they do not have to be submitted through the cognizant audit office):

- (1) The Finance Office;
- (2) The TO CO; and
- (3) The TO COTR.

(d) All vouchers submitted to the Government shall delineate cost by:

- (1) Contract and TO Number;
- (2) Funding document/order billing item or contract line item number (FFP, LH and T&M task orders); and
- (3) Any additional information required by specific payment clauses.

(e) The TO COTR will forward a copy of the certified voucher to the cognizant finance office for payment.

G.6.2 Billing Instructions

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

For T&M orders, supporting documentation shall be provided identifying the purpose and itinerary of all travel and other cost reimbursable ODCs being billed during the billing period.

For FFP funding documents/TOs, vouchers shall be submitted upon achievement of the billing milestones identified in the TO if applicable. Progress payments pursuant to FAR 52.232-16 may be liquidated against the billing milestones established in each task order.

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

G.7 Quick-Closeout Procedure

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

Final invoices which result in a charge to the Government in excess of \$250.00 or refunds to the Government in excess of \$250.00 shall be processed prior to quick-closeout of the TO. Amounts due to the Contractor or refundable to the Government of less than \$250.00 are considered de minimus and will not be processed.

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

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

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

G.8 Meetings

G.8.1 Contract Level Meetings

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

G.9 Contractor Re-Representation

If an awardee's size status changes as a result of merger, acquisition, or size status recertification at the contract option period such that the contract option isn't exercised, current task order performance may still be completed and task order options may still be exercised. The Government will change the Federal Procurement Data System classification for the contract award such that the options are credited or re-represented. The Contractor would then be no longer eligible to participate in future task order competitions.

(End of Section G)

SECTION H – SPECIAL CONTRACTING REQUIREMENTS

H.1 Authorized Users

This Department-Wide Acquisition Contract is available for the use by all U.S. Department of Homeland Security Offices. The Department of Homeland Security reserves the right to authorize use by other entities in support of homeland security.

H.2 Minimum Dollar Guarantee and Maximum Contract Limitation

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

The Government has no obligation to issue task orders to the Contractor beyond the minimum guaranteed amount specified. This base contract award includes an obligation of \$250.00, which satisfies the minimum guarantee for the contract.

The combined maximum cumulative dollar amount that may potentially be awarded to all PACTS Contractors is \$1.5 billion. The maximum aggregate dollar value of all task orders awarded to all Contractors cannot exceed the contract ceiling. This ceiling is not divided among the number of awardees, or distributed across the PACTS Functional Categories. The Contractor is not entitled to any TO awards, or any funds in excess of the minimum guarantee, which is satisfied by the base contract award.

H.3 Contractor Justification for Other Direct Costs (ODCs)

All materials required for performance under the TOs issued pursuant to this contract that are not Government-furnished, shall be furnished by the Contractor. The Contractor shall utilize Government supply sources when available, including the mandatory-for-consideration DHS commodity contracts. When requisitioning procedures reveal that required materials are not available from Government supply sources, the Contractor shall identify them in each TO proposal. Ownership of supplies acquired by the Contractor with Government funds, for performance of this contract, shall vest with the Government. The Contractor shall include a detailed description of all proposed ODCs in individual TO proposals.

H.4 Selected Items of Costs

H.4.1 Travel Costs (Including Foreign Travel)

Contractor personnel may be required to travel in support of the requirements of this contract and as stated in individual TOs. Long distance and local travel will be required both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). For those TOs requiring travel, the Contractor shall include estimated travel requirements in the proposal. The Contractor shall then coordinate specific travel arrangements with the individual TO COTR to obtain advance, written approval for the travel about to be conducted. The Contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel.

If any travel arrangements cause additional costs to the TO that exceed those previously negotiated, written approval by TO modification issued by the TO CO is required, prior to undertaking such travel.

The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement. Travel performed for personal convenience or daily travel to and from work at the Contractor's facility or local Government facility (i.e., designated work site) shall not be reimbursed hereunder. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

H.4.2 Training

The Government will not allow costs, nor reimburse costs associated with the Contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the TO CO. Attendance at workshops or a symposium is considered training for purposes of this clause.

H.4.3 General Purpose Office Equipment (GPOE) and IT

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The Contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

H.5 Government Property, Information, Workspace

The Government may provide the items listed below as necessary for the Contractor to fulfill the tasks described in task order statements of work.

(a) Government Furnished Property (GFP). The Government may provide hardware and/or software requiring technical analysis, evaluation, verification, or study in support of a specific TO. Such GFP will be specified in individual TOs. GFP provided to the Contractor in support of individual TOs shall be tracked through applicable procedures provided by the TO CO in accordance with the FAR. Property shall be accounted for and marked accordingly for identification and tracking purposes with the Contract Number, Task Order Number, Serial Number and other information as required by the TO CO. All GFP shall be returned to the Government at the completion of each TO unless otherwise specified.

The Government does not intend to provide hardware/software equipment required to accomplish day-to-day work requirements in support of the overall contract-level effort.

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

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

H.6 Government Property

H.6.1 Contractor Acquired Property

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

H.6.2 Disposition of Government Property

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

H.7 Performance-Based Services Contracting (PBSC)

Through the direction of the Office of Management and Budget (OMB) Office of Federal Procurement Policy (OFPP), performance-based contracting techniques will be applied to task orders issued under this contract to the maximum extent practicable. For information about performance-based services contracting (PBSC), refer to OFPP's Best Practices Handbook located at: <http://www.arnet.gov/Library/OFPP/BestPractices/>.

PBSC TOs must include at a minimum:

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

H.8 Conversion to a Performance Based Task Order

If both the Government and the Contractor agree, a TO can be converted from a term contract to a fixed price completion performance based service contract after the initial period of performance. The conversion is accomplished as follows:

- (a) Within ninety (90) calendar days prior to the end of the TOs' initial period of performance, the Contractor shall prepare and submit for Government review, comment, and concurrence:
 - (1) A performance work statement (PWS) that captures all of the types of effort performed during the base year of performance, and
 - (2) A quality assurance plan (QAP). The QAP will address performance standards which relate to the performance requirements; how the Contractor's performance will be

measured against the performance standards, and surveillance schedules and methods. The QAP may either be included as part of the PWS or as a separate document.

(b) Within sixty (60) calendar days prior to the end of the TO's initial period of performance, the Government and the Contractor will resolve to their mutual satisfaction any comments or concerns on the PWS and/or QAP. Upon exercise of the option for the first follow-on period of performance, the Government has the unilateral right to modify the TO to incorporate the agreed to documents to accomplish the conversion to a performance based contract.

H.9 Past Performance Information

Past performance information is relevant for future TO source selection purposes, regarding a Contractor's actions under previously awarded TOs under the same contract. It includes, for example, 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.

Task Order proposals will be evaluated in accordance with the selection criteria set forth in the TORFP. The Government's award decision will be based on the evaluation criteria specified in the TORFP. Among other sources, evaluation of past performance may be based upon information in the Contractor Performance System (CPS) or from a database built from past performance assessments provided by TO COTRs on individual TOs performed throughout the life of the contract. The order of importance for the factors will be identified in each individual TORFP. If necessary, during the evaluation of proposals, the Government may contact a Contractor with questions concerning its proposal. Upon completion of evaluations, the CO will issue a task order to the Contractor whose proposal represents the best value to the Government.

Upon completion of a TO whose total value (including options) is \$100,000 or greater, the TO COTR shall complete a TO evaluation using the appropriate designated past performance database. The PACTS CO will also collect past performance information at the contract level. The Contractor will be allowed thirty (30) calendar days to submit comments, rebutting statements, or additional information. Comments, if any shall be retained as part of the evaluation record. The completed evaluation shall not be released to other than Government personnel and the Contractor whose performance is being evaluated during the period the information may be used to provide source selection information.

H.10 Disclosure of "Official Use Only" Information Safeguards

Any Government information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employees of the Contractor or Subcontractor at any tier shall require prior written approval of the TO Contracting Officer. Requests to make such disclosure should be addressed to the TO Contracting Officer.

H.11 Disclosure of Information – Official Use Only

Each officer or employee of the Contractor or Subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the

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

H.12 Electronic Access to the Contract

Contractors are hereby advised that a conforming (up to date to include all modifications, if any) copy of the contract including all modifications, and also including prices for the base period and option periods, if exercised, shall be made available on the firm’s website for public viewing. Awarded line item pricing is deemed to be public data.

H.13 Industry Partner Webpage

It is a material contract requirement that, for the life of the contract, each Contractor shall design, deploy, operate, maintain, update and manage a 24x7 Section 508 compliant informational web page (or pages). This webpage shall not be a direct charge under this contract. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the ability to provide world-class services under PACTS. The webpage should demonstrate the functional capability associated with different products or business areas awarded under PACTS. Each Contractor shall provide a prominent hyperlink to the aforementioned webpage on their internet home page. This webpage at a minimum must include the following:

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

The specific taxonomy and aesthetics of the web content remains at the discretion of the Contractor. The website content shall be deployable and fully operational within sixty (60) calendar days of Contract award.

H.14 Standard of Conduct at Government Installations

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government resources except as authorized.

H.15 Advertisements, Publicizing Awards and News Releases

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

This restriction does not apply to marketing materials developed for presentation to potential Government customers of this contract vehicle.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

H.16 Contractor's Employees Identification

During the period of this contract, the rights of ingress and egress to and from any office for Contractor's personnel shall be made available as deemed necessary by the Government. All Contractor employees, whose duties under this contract require their presence at any Government facility, shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. Obtaining the corporate identification badge is the sole responsibility of the Contractor. All prescribed information shall immediately be delivered to the appropriate Government Security Office for cancellation or disposition upon the termination of employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations applicable to that site.

H.17 Subcontracting

Subcontracting will be in accordance with FAR 52.244-2 – Subcontracts.

H.18 Notification Requirements Under T&M Contracts

Contractor notification requirements for 52.232-7(c) "Payments under Time and Materials and Labor Hours" for T&M TOs (clauses are in Section I by reference), shall be accomplished only by separate correspondence directed to the TO CO with copies to the TO COTR. No other form of "notification" (e.g., mention in any type of monthly progress or status report) will effect compliance. Further, notification to any individual other than the TO CO shall not constitute compliance with this requirement.

H.19 Key Personnel

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

The Contractor's Program Manager, as described in Section G.2.4, is designated as key personnel, and may only be replaced with the approval of the PACTS Program Manager and the PACTS CO, in accordance with the terms and conditions of Section H.20. The Contractor's Program Manager (name, telephone number and e-mail address) identified for this contract will be inserted in the contract at time of award.

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

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

H.20 Substitution of Key Personnel

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

- (a) an explanation of the circumstances necessitating the substitution;
- (b) a complete resume of the proposed substitute; and
- (c) any other information requested by the TO CO to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

The PACTS Program Manager and the PACTS CO will evaluate substitutions at the contract level and the TO COTR will evaluate TO level substitutions. These individuals will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval in writing. All disapprovals will require resubmission of another substitution within fifteen (15) calendar days by the Contractor.

H.21 Interrelationships of Contractors

The Government has entered into other contractual relationships in order to provide technical services in the conduct of program management, administrative, clerical, and technical services. Further, the Government may elect to extend these existing relationships or enter into new relationships. These services are separate from the work to be performed under PACTS, but may be linked or related to PACTS efforts. The Contractor may be required to coordinate with other non-PACTS Contractor(s) in providing suitable, non-conflicting technical interfaces and/or in the avoidance of duplication of effort. Through suitable taskings, non-PACTS Contractor(s) may be requested to assist the Government in the technical review of the Contractor's technical efforts. Information on reports/documentation provided under this contract may, at the discretion of the Government, be provided to non-PACTS Contractor(s) for the purpose of review.

A Non-Disclosure Agreement (NDA), DHS Form 11000-6, (*Attachment J-3, Non-Disclosure Agreement*), shall be signed by all Contractor employees assigned to perform services under a TO prior to any work commencing on the TO.

H.22 Observance of Legal Holidays and Excused Absence

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

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

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

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

(c) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

(d) When the Federal and governmental entities grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the TO CO or the TO COTR.

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

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

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

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

H.23 Insurance

(HSAR 3052.228-70) (DEC 2003)

In accordance with the clause entitled "Insurance - Work on a Government Installation" [or Insurance - Liability to Third Persons] in Section I, insurance of the following kinds and minimum amounts shall be furnished at any time at the request of the CO and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

H.24 Information Technology Accessibility for Persons with Disabilities

All services and Electronic Information Technology (EIT) delivered as result of orders placed under this contract shall comply with accessibility standards in accordance with Federal Information Technology Accessibility as required by Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. Information about the Section 508 Electronic and Information Technology Accessibility Standards may be obtained via the Web at the following URL: from www.Section508.gov.

H.25 Notice of Internet Posting of Base Contract Awards

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

H.26 On-Line Proposal and Ordering Capability

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

H.27 Post Award Conference

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

The ESO is responsible for establishing the time and place of the conference and will notify the appropriate Government representatives and the Contractors. The PACTS Program Manager will designate or act as the chairperson at the conference. The chairperson of the conference shall conduct the meeting.

The conference may be conducted at a location within the Washington DC commuting area at the Government's discretion.

The Contractor further agrees to attend post award conferences on task orders as required. The TO post award conferences will establish work level points of contact for the TO, determine the TO administration strategy, roles and responsibilities and ensure prompt payment and TO close out.

H.28 Meetings/Conferences

Pre-award meetings or conferences may be necessary to resolve problems and to facilitate understanding of the technical requirements of the contract or task orders. All costs associated with the attendance at pre-award meetings/conferences shall be incidental to the contract and not separately billed.

H.29 Organizational Conflict of Interest**(HSAR 3052.209-72) (JUN 2006)**

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting ____["TO contracting officer shall insert description here"].____

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

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

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

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

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

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

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

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

H.30 Fair Labor Standards

If the Service Contract Act (SCA) is applicable to a Task Order placed under this contract, contractors and subcontractors performing must observe minimum wage and safety and health standards, and must maintain certain records, unless a specific exemption applies.

All of the SCA Wage Determination Indices are incorporated by reference into this contract and will be updated with each subsequent exercise of option. The incorporated SCA Wage Determination will apply for any TO negotiated during the applicable period.

Through the submission of pricing information via a TO proposal, the Contractor is certifying that they are able to meet or exceed every Wage Determination on Wage Determination Online.gov (<http://www.wdol.gov>).

(End of Section H)

SECTION I - CONTRACT CLAUSES

I.1 General

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

Some orders may have work containing a combination of contract types, i.e., fixed-price (FP), time & materials (T&M) and labor-hour (LH). The ordering activity is responsible for identifying the applicable order type(s), which must be stated in the task order.

FACTS will also allow requiring activities to choose among the incentive features found in 16.4 that are tied to fixed-price, time-and-materials, and labor hour. Incentive features must be fully expounded in RFQs or RFPs for order opportunities and resulting task orders.

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

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

FAR Clause No.	Title and Date
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.204-2	Security Requirements (AUG 1996)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.204-9	Personal Identity Verification of Contractor Personnel (SEP 2007)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (SEP 2006)

FAR Clause No.	Title and Date
52.214-34	Submission of Offers in the English Language (APR 1991)
52.214-35	Submission of Offers in U.S. Currency (APR 1991)
52.215-2	Audit and Records–Negotiation (MAR 2009)
52.215-8	Order of Precedence -- Uniform Contract Format (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
52.215-18	Reversion Or Adjustment Of Plans For Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.215-21	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications (Oct 1997)
52.216-4	Economic Price Adjustment – Labor and Material (JAN 1997)
52.216-5	Price Redetermination – Prospective (OCT 1997)
52.216-16	Incentive Price Revision – Firm Target (OCT 1997)
52.216-17	Incentive Price Revision – Successive Targets (OCT 1997)
52.216-18	Ordering (OCT 1995). <i>Fill in:</i> Date of award through last day of contract period, as renewed.
52.216-19	Order Limitations (OCT 1995) <i>Fill ins:</i> (a) \$3,000 (b)(1) N/A 2) N/A 3) N/A (d) 3
52.216-22	Indefinite Quantity (OCT 1995) <i>Fill in:</i> contract expiration date plus 12 months.
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition With Adequate Price Competition (FEB 2007)
52.217-8	Option to Extend Services (NOV 1999) <i>Fill in:</i> Within 60 calendar days
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (SEP 2006)
52.222-41	Service Contract Act of 1965 (NOV 2007)
52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 1989)

FAR Clause No.	Title and Date
52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (NOV 2006)
52.222-44	Fair Labor Standards Act and Service Contract Act—Price Adjustment (FEB 2002)
52.222-50	Combating Trafficking in Persons (FEB 2009)
52.223-5	Pollution Prevention and Right-To-Know Information (AUG 2003)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-10	Waste Reduction Program (AUG 2000)
52.223-14	Toxic Chemical Reporting (AUG 2003)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-8	Duty-Free Entry (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-3	Patent Indemnity (APR 1984)
52.227-14	Rights in Data - General – Alternate IV (DEC 2007)
52-227-19	Commercial Computer Software – Restricted Rights (DEC 2007)
52.228-3	Workers’ Compensation Insurance (Defense Base Act) (APR 1984)
52.228-5	Insurance – Work on a Government Installation (JAN 1997)
52.228-7	Insurance – Liability to Third Parties (MAR 1996)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.232-1	Payments (APR 1984)
52.232-7	Payments Under Time and Materials and Labor-Hour Contracts (FEB 2007)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation of Withholding of Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-16	Progress Payments (APR 2003)
52.232-17	Interest (OCT 2008)
52.232-18	Availability of Funds (APR 1984)
52.232-19	Availability of Funds for the Next Fiscal Year (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2008) ALT I (FEB 2002)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)

FAR Clause No.	Title and Date
52.233-1	Disputes (JUL 2002) ALT I (DEC 1991)
52.233-3	Protest After Award (AUG 1996) ALT I (JUN 1985)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3	Continuity of Services (JAN 1991)
52.239-1	Privacy or Security Safeguards (AUG 1996)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2001)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes--Fixed-Price (AUG 1987) ALT II (APR 1984)
52.243-3	Changes--Time and Material or Labor Hours (SEP 2000)
52.244-2	Subcontracts (JUN 2007)
52.245-1	Government Property (JUN 2007)
52.245-2	Government Property Installation Operation Services (JUN 2007)
52.246-25	Limitation of Liability – Services (FEB 1997)
52.249-2	Termination for Convenience of the Government (Fixed Price)(MAY 2004)
52.249-4	Termination for Convenience of the Government (Services)(Short-Form)(APR 1984)
52.249-6	Termination (Cost Reimbursement)(MAY 2004) and ALT IV (SEP 1996)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.249-14	Excusable Delays (APR 1984)
52.251-1	Government Supply Sources (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

I.3 Limitation of Future Contracting

(HSAR 3052.209-73) (JUN 2006)

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

(b) The nature of this conflict is ["TO contracting officer shall insert description here"].

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

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

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

I.4 Notification of Ownership Changes (FAR 52.215-19) (OCT 1997)

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

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

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

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;
(2) Provide the ACO or designated representative ready access to the records upon request;

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

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

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

I.5 Determination of Award Fee (HSAR 3052.216-71) (DEC 2003) (For Award Fee Task Orders Only - If Applicable)

(a) The Government shall evaluate contractor performance at the end of each specified evaluation period(s) to determine the amount of award. The Contractor agrees that the amount

of award and the award fee methodology are unilateral decisions to be made at the sole discretion of the Government.

(b) Contractor performance shall be evaluated according to a Performance Evaluation Plan. The Contractor shall be periodically informed of the quality of its performance and areas in which improvements are expected.

(c) The Contractor shall be promptly advised, in writing, of the determination and reasons why the award fee was or was not earned. The Contractor may submit a performance self-evaluation for each evaluation period. The amount of award is at the sole discretion of the Government but any self-evaluation received within (insert number) days after the end of the current evaluation period will be given such consideration, as may be deemed appropriate by the Government.

(d) The Government may specify that a fee not earned during a given evaluation period may be accumulated and be available for allocation to one or more subsequent periods. In that event, the distribution of award fee shall be adjusted to reflect such allocations.

I.6 Performance Evaluation Plan

(HSAR 3052.216-72) (DEC 2003) (For Award Fee Task Orders Only-If Applicable)

(a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the Contractor _____ (insert number) calendar days prior to the start of the first evaluation period.

(b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor _____ (insert number) calendar days prior to the start of the evaluation period to which the change will apply.

I.7 Distribution of Award Fee

(HSAR 3052.216-73) (DEC 2003) (For Award Fee Task Orders Only-If Applicable)

(a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:

Evaluation Period:
Available Award Fee:
(Insert appropriate information)

(b) Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less.

(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a pro rata distribution associated with evaluation period activities or events as determined by the Government.

(d) The Government will promptly make payment of any award fee upon the submission by the Contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

I.8 Post-Award Small Business Program Representation (FAR 52.219-28) (APR 2009)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at:

<http://www.sba.gov/services/contractingopportunities/sizestandardstocics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code (See Section C of award document) assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

I.9 Notification of Employee Rights Concerning Payment of Union Dues or Fees (FAR 52.222-39) (DEC 2004)

(a) Definition. As used in this clause— “United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

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

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

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

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

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

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

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

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

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

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

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

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

I.10 Performance-Based Payments

(FAR 52.232-32) (JAN 2008)

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

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

(c) Approval and payment of requests.

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

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the

conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

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

(d) Liquidation of performance-based payments.

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

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

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

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

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

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

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

(f) Title.

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

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

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

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

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

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

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

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

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

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

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

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

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

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

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

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

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-

based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

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

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

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

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

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

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

(1) The name and address of the Contractor;

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

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

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

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

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

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

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

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

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

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

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

(End of Section I)

SECTION J – LIST OF ATTACHMENTS

- J-1 Sample Monthly Contract Status Report (Ref: Section F.10)
- J-2 Sample Subcontracting Report (Ref: Section F.12)
- J-3 Non-Disclosure Agreement, DHS Form 11000-6 (Ref: Section H.21)
- J-4 Labor Category Table (Ref: Section L.11.1 Volume 1, Tab H)
- J-5 DHS Official Seal Usage Approval (Ref. Section D. 2)
- J-6 Full Northern American Industry Classification System (NAICS) Codes and Descriptions

(End of Section J)

ATTACHMENTS

ATTACHMENT J-1 – SAMPLE MONTHLY CONTRACT STATUS REPORT

The format is included as an Excel Attachment. The following information defines the header and data fields of the Attachment.

Header Fields

Definition

1 st Line	Indicate Company Name and PACTS Contract Number.
3 rd Line	Indicate Report Date and the Period the report covers; put in MM/DD/YYYY format.

Data Fields

Definition

Item Number	Assign a sequential numeric value for each awarded Task Order and each Task Order Modification.
Customer Component – Agency/Office	Indicate the DHS Customer Component and Agency/Office for which the Task Order / Modification is being issued.
TO Title/Description	Provide the Title and/or short description of the awarded Task Order / Modification.
TO Number or Modification	Indicate the Task Order Number found on the award document or the Task Order Modification Number found on the Modification document.
Date of Task Order Award or Date Modification was Issued	The date the task order was awarded or the date the modification was issued; put in MM/DD/YYYY format.
TO Type	Indicate the type of Task Order Awarded (i.e. FFP, T&M, etc.).
TO Functional Category	Indicate the PACTS Functional Category awarded under the Task Order (i.e. FC 1, FC2, etc.).
Period of Performance	Indicate the date to which the performance under the Task Order is to begin and the date for when performance is to end, to include all options. (Only indicate the start and end date for a listed Modification if the Modification changes the Task Order's Performance Period; otherwise leave blank.)

Data Fields

Definition

Total TO Value	Indicate the total value, inclusive of all options, of the awarded Task Order. (Enter the new total value amount for a listed Modification if the Modification was issued to change the Task Order's total value; otherwise leave blank.)
Amount Obligated to Date	Indicate the amount of funding that has been obligated on the awarded Task Order. (If a Modification was issued obligating additional funds to the Task Order, list that amount; otherwise leave blank.)
TO Contracting Officer	Indicate the Name, Phone Number, and Email address of the DHS Contracting Officer signing the Task Order Award document or the issued Modification.
TO COTR	Indicate the Name, Phone Number, and Email address of the assigned DHS Contracting Officer's Technical Representative for the awarded Task Order. (For a listed Modification, indicate the COTR for the Task Order being modified.)
Contractor TO Program Manager	Indicate the Name, Phone Number and Email address of the Company's Program Manager for the awarded Task Order. (For a listed Modification, indicate the Contractor TO Program Manager for the Task Order being modified.)

Also See Attachment J-1 Excel Spreadsheet, Sample Monthly Contract Status Report

ATTACHMENT J-2 – PACTS SUBCONTRACTING REPORT

Contractor Name _____
 Contract Number _____ Functional Category _____
 Reporting Period (mm/yyyy – mm/yyyy) _____

A	B	C	D	E	F
Task Order # and Functional Category	Total Task Order Amount (including modifications)	Cumulative \$ Value of Work Complete	Subcontractor Name	Cumulative Percentage of Task Order Work Subcontracted	Cumulative \$ Value of Task Order Work Subcontracted (C*E)
EXAMPLE 1 (one sub K) 12-3456-789	\$750,000	\$750,000	Company ABC	15%	\$112,500
EXAMPLE 2 (multiple sub Ks) 8765-432-1	\$1,000,000	\$500,000	Company PQR	15%	\$75,000
			Company TUV	7%	\$35,000
			Company XYZ	3%	\$15,000
	TOTAL: \$1,750,000	TOTAL: \$1,250,000			TOTAL: \$237,500

Use additional pages as necessary.
 Cumulative means from date of the contract notice to proceed through the end of the current reporting period.

Program Manager Signature _____ Date _____
 Signature constitutes certification that the report is accurate and complete.

ATTACHMENT J-3 – NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

I, _____, an individual official, employee, consultant, or subcontractor of or to _____ (the Authorized Entity), intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the United States Government.

(Signer will acknowledge the category or categories of information that he or she may have access to, and the signer's willingness to comply with the standards for protection by placing his or her initials in front of the applicable category or categories.)

Initials:	Protected Critical Infrastructure Information (PCII)
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I attest that I am familiar with, and I will comply with all requirements of the PCII program set out in the Critical Infrastructure Information Act of 2002 (CII Act) (Title II, Subtitle B, of the Homeland Security Act of 2002, Public Law 107-296, 196 Stat. 2135, 6 USC 101 et seq.), as amended, the implementing regulations thereto (6 CFR Part 29), as amended, and the applicable PCII Procedures Manual, as amended, and with any such requirements that may be officially communicated to me by the PCII Program Manager or the PCII Program Manager's designee.

Initials:	Sensitive Security Information (SSI)
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I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.

Initials:	Other Sensitive but Unclassified (SBU)
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As used in this Agreement, sensitive but unclassified information is an over-arching term that covers any information, not otherwise indicated above, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, 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 or foreign policy. This includes information categorized by DHS or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.

I understand and agree to the following terms and conditions of my access to the information indicated above:

1. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of information to which I have been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
2. By being granted conditional access to the information indicated above, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access.
3. I attest that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with the terms of this Agreement and the laws, regulations, and/or directives applicable to the specific categories of information to which I am granted access. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.

4. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Should situations arise that warrant the disclosure or release of such information I will do so only under approved circumstances and in accordance with the laws, regulations, or directives applicable to the specific categories of information. I will honor and comply with any and all dissemination restrictions cited or verbally relayed to me by the proper authority.

5. (a) For PCII - (1) Upon the completion of my engagement as an employee, consultant, or subcontractor under the contract, or the completion of my work on the PCII Program, whichever occurs first, I will surrender promptly to the PCII Program Manager or his designee, or to the appropriate PCII officer, PCII of any type whatsoever that is in my possession.

(2) If the Authorized Entity is a United States Government contractor performing services in support of the PCII Program, I will not request, obtain, maintain, or use PCII unless the PCII Program Manager or Program Manager's designee has first made in writing, with respect to the contractor, the certification as provided for in Section 29.8(c) of the implementing regulations to the CII Act, as amended.

(b) For SSI and SBU - I hereby agree that material which I have in my possession and containing information covered by this Agreement, will be handled and safeguarded in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information, consistent with the laws, regulations, or directives applicable to the specific categories of information. I agree that I shall return all information to which I have had access or which is in my possession 1) upon demand by an authorized individual; and/or 2) upon the conclusion of my duties, association, or support to DHS; and/or 3) upon the determination that my official duties do not require further access to such information.

6. I hereby agree that I will not alter or remove markings, which indicate a category of information or require specific handling instructions, from any material I may come in contact with, in the case of SSI or SBU, unless such alteration or removal is consistent with the requirements set forth in the laws, regulations, or directives applicable to the specific category of information or, in the case of PCII, unless such alteration or removal is authorized by the PCII Program Manager or the PCII Program Manager's designee. I agree that if I use information from a sensitive document or other medium, I will carry forward any markings or other required restrictions to derivative products, and will protect them in the same matter as the original.

7. I hereby agree that I shall promptly report to the appropriate official, in accordance with the guidance issued for the applicable category of information, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the information covered by this Agreement. This may serve as a basis for denying me conditional access to other types of information, to include classified national security information.

9. (a) With respect to SSI and SBU, I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of the information not consistent with the terms of this Agreement.

(b) With respect to PCII I hereby assign to the entity owning the PCII and the United States Government, all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of PCII not consistent with the terms of this Agreement.

10. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. By granting me conditional access to information in this context, the United States Government and, with respect to PCII, the Authorized Entity, may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.

11. Unless and until I am released in writing by an authorized representative of the Department of Homeland Security (if permissible for the particular category of information), I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access, and at all times thereafter.

12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

13. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the United States Government or any of its departments or agencies.

14. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958, as amended; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

15. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

16. I represent and warrant that I have the authority to enter into this Agreement.

17. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

DEPARTMENT OF HOMELAND SECURITY
NON-DISCLOSURE AGREEMENT
Acknowledgement

Typed/Printed Name:	Government/Department/Agency/Business Address	Telephone Number:
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I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature:

WITNESS:

Typed/Printed Name:	Government/Department/Agency/Business Address	Telephone Number:
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Signature:

This form is not subject to the requirements of P.L. 104-13, "Paperwork Reduction Act of 1995" 44 USC, Chapter 35.

ATTACHMENT J-4 – Labor Categories and Qualifications

Labor Category Overview

	LABOR CATEGORY	DESCRIPTION	Desired Education	Desired Experience	Minimum Requirements	FC1	FC2	FC3	FC4
1	Contract-level Program Manager	Plans, organizes, directs, and controls the project/program to ensure all contractual obligations are fulfilled, quality standards are met, and associated expectations of performance are achieved. Key responsibilities include: Managing multiple concurrent project tasks, providing expert direction and guidance to subordinates, developing schedules, formulating work plans, managing and controlling project funds and resources, and serving as point of contact with DHS/Government COTRs/Task Monitors and/or customer personnel.	MS/MBA	14 yrs total; 10 years in management	BS/BA 10 yrs total; 6 yrs in management;	X	X	X	X
2	Task Order Project Manager (Senior)	Plans, organizes, directs, and controls the project/program to ensure all contractual obligations are fulfilled, quality standards are met, and associated expectations of performance are achieved. Key responsibilities include: Managing multiple concurrent project tasks, providing expert direction and guidance to subordinates, developing schedules, formulating work plans, managing and controlling project funds and resources, and serving as point of contact with DHS COTRs/Task Monitors.	MS/MBA	14 yrs total; 10 yrs in management	BS/BA 14 yrs total; 6 yrs in management	X	X	X	X
3	Subject Matter Expert (Senior)	Serves as a senior advisor to customer's executive management team in a variety of capacities. Key responsibilities include: Providing advice and expertise in competitive sourcing, outsourcing methods, conducting value chain analysis, strategic planning and process improvement methods, change enablement and management, site-selection, and consolidation of operations. May serve as point of contact with DHS COTRs/Task	MS	12 yrs total; 8 yrs in specialty	BS/BA 12 yrs total; 6 yrs in specialty	X			X

	LABOR CATEGORY	DESCRIPTION	Desired Education	Desired Experience	Minimum Requirements	FC1	FC2	FC3	FC4
		Monitors.							
4	Subject Matter Expert (Intermediate)	Plans, supports and provides advisor/contributions in complex and critical efforts which include specific functional, technical, professional or policy areas of the project. Key responsibilities include: Investigating or identifying business, scientific, technology, engineering, operational, professional and/or policy issues; conducting analysis of these issues; and providing advice in support of major programs/projects.	BS	6 yrs in specialty	BS/BA 3 yrs in specialty	X			X
5	Analyst (Senior)	Plans, facilitates, and supports complex methodology development and evaluation, business process re-engineering, identifying best practices, change management, business management techniques, and organizational development. Applies process improvement and re-engineering methodologies and principles to conduct process modernization projects. Key responsibilities include: Providing activity and data modeling, developing modern business methods, identifying best practices, creating and assessing performance measurements, and providing group facilitation, interviewing, and training.	MS	12 yrs total; 8 yrs in specialty	BS/BA 12 yrs total; 4 yrs in specialty	X			X
6	Technical Specialist (Senior)	Plans and supports specific business, management, functional, technical, professional or policy areas of the project. This includes supporting or leading complex efforts by providing inputs, and preparing high-level briefings of strategic goals. Key responsibilities include: Identifying issues; conducting complex analysis and assessment of these issues; and providing advice to major program/project leaders.	MS	12 yrs total; 8 yrs in specialty	BS/BA 12 yrs total; 4 yrs in specialty	X			X

	LABOR CATEGORY	DESCRIPTION	Desired Education	Desired Experience	Minimum Requirements	FC1	FC2	FC3	FC4
7	Task Order Project Manager (Intermediate)	Plans, organizes, directs, and controls the project/program to ensure all contractual obligations are fulfilled, quality standards are met, and associated expectations of performance are achieved. Key responsibilities include: Providing expert direction and guidance to subordinates, developing schedules, formulating work plans, managing and controlling project funds and resources, and serving as point of contact with DHS COTRs/Task Monitors.	BS	12 years total; with 8 years in management	BS/BA 12 years total; with 4 years in management	X	X	X	X
8	Subject Matter Expert (Junior)	Plans and supports complex problem areas of the project. Key responsibilities include: Investigating or identifying business, scientific, technology, engineering, operational, professional and/or policy issues; conducting analysis of these issues; and providing advice in support of major programs/projects.	BS	3 years in specialty	BS/BA; 2 years in specialty	X			X
9	Task Order Project Manager (Junior)	Plans, directs, organizes, controls, and manages the project to ensure that all contractual obligations are fulfilled in an efficient and timely manner. Key responsibilities include: Performing contract analysis and development tasks in projects, formulating and enforcing work standards, developing schedules, reviewing work discrepancies and communicate policies, managing and controlling resources, and serving as point of contact with DHS COTRs/Task Monitors.	BS	6 years in management	BS/BA with 2 years in management	X	X	X	X
10	Analyst (Intermediate)	Plans and provides analytical support for facilitation, training, methodology development and evaluation, business management techniques, and organizational development. Supports DHS business process improvements and modernization projects. Key responsibilities include: Developing modern business methods, identifying best practices, and creating and	BS	5 years in specialty	BS/BA; 2 years in specialty	X			X

	LABOR CATEGORY	DESCRIPTION	Desired Education	Desired Experience	Minimum Requirements	FC1	FC2	FC3	FC4
		assessing performance measurements.							
11	Technical Specialist (Intermediate)	Plans and supports specific business, management, functional, technical, professional or policy areas of the project. Key responsibilities include: Identifying issues; conducting analysis and assessment of these issues; and providing inputs to major program/project leaders.	BS	5 years in specialty	BS/BA; 2 years in specialty	X			X
12	Administrative Clerk III	Performs diverse secretarial and administrative duties. Key responsibilities include: Initiating special reports, composing routine correspondence, and compiling statistical and budget information, and providing communication with all levels of DHS personnel to gather and convey information.	HS	5 years	HS; 4 years	X	X	X	X
13	Analyst (Junior)	Plans and provides analytical support for facilitation, training, methodology development and evaluation, business management techniques, and organizational development. Key responsibility includes: Providing recommendations, contributing and preparing briefings for business, management, technology, operational initiatives, policy formulation, professional or strategic goals.	AA	3 years	HS/Tech Training; 2 years	X	X	X	X
14	Technical Specialist (Junior)	Plans, supports and provides assistance on specific business, management, scientific, operational, engineering, technical, policy, and professional issues. Key responsibilities include: Participating, advising, contributing, preparing and/or presenting briefings on business, management, technology, operational initiatives, policy formulation, professional or strategic goals.	AA	3 years	HS/Tech Training; 2 years	X	X	X	X

	LABOR CATEGORY	DESCRIPTION	Desired Education	Desired Experience	Minimum Requirements	FC1	FC2	FC3	FC4
15	Administrative/Clerk II	Performs secretarial and administrative duties. Key responsibilities include: Composing routine correspondence, compiling statistical and budget information, and communicating with all levels of company personnel to gather and convey information.	HS	2 years	HS; 1 year	X	X	X	X
16	Administrative/Clerk I	Performs entry level secretarial and administrative duties. Key responsibilities include: Composing routine correspondence, filing, and assisting with routine administrative operations.	HS	1 year	HS	X	X	X	X

ATTACHMENT J-5 – DHS OFFICIAL SEAL USAGE APPROVAL FORM

ATTACHMENT J-6 – FULL NAICS CODE DESCRIPTIONS

NOTE: The below description is taken directly from the U.S. Census Bureau's website (www.census.gov) and is an inclusive list. There is no guarantee that a particular type or amount of the specific services listed this NAICS code description will be ordered via a Task Order at a specific point in time.

Functional Category 2 – 561110: Office Administrative Services

This industry comprises establishments primarily engaged in providing a range of day-to-day office administrative services, such as financial planning; billing and recordkeeping; personnel; and physical distribution and logistics for others on a contract or fee basis. These establishments do not provide operating staff to carry out the complete operations of a business.