

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 3
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 09/21/2009	4. REQUISITION/PURCHASE REQ. NO. RUIO-09-ES082	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Information Tech. Acquisition Ctr. 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/ITAC	7. ADMINISTERED BY (if other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/ITAC
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) DELOITTE CONSULTING LLP CO DELOITTE CONSULTING LLP SUITE 800 1750 TYSONS BLVD MCLEAN VA 221024208		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0191215860000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-23F-06-FD-A-0001 HSHQDC-08-F-00176	
		10B. DATED (SEE ITEM 13) 09/22/2008	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$953,640.28  
 SCAC00X-000-IX-22-11-02-000-02-05-0400-04-00-00-00-GE-OE-25-76-000000

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-1 Changes - Fixed Price
	D. OTHER (Specify type of modification and authority)

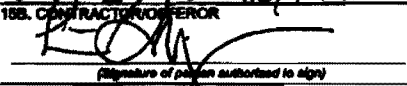

**IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 GSA Contract #: GS-23F-0016J  
 DUNS Number: 019121586+0000  
 The purpose of this modification is to exercise Option 1, update technical contact information, and change contractor information in accordance with novation agreement.

This BPA call is hereby changed as follows:  
 1. Option 1 (Contract Line Item Number (CLIN)) 0101 and 0102 are executed and funded for \$943,640.28 and \$10,000.00 respectively, for a total increase in funding of \$953,640.28.

2. Section 18. of the Statement of Work (SOW) (Attachment 1) is modified to change the technical point of contact  
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) JEAN D MORRIS, PRINCIPAL	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Holly Hubbell
15B. CONTRACTING OFFICER 	16B. UNITED STATES OF AMERICA 
15C. DATE SIGNED 9/21/09	16C. DATE SIGNED 9/22/09

NSN 7540-01-152-8070  
 Previous edition unusable

STANDARD FORM 30 (REV. 10-88)  
 Prescribed by GSA  
 FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR  
DELOITTE CONSULTING LLP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>FROM: Name: CAPT Kenneth J. Reynolds Voice: (b)(2) (b)(6) Email: (b)(2) (b)(6)</p> <p>TO: Name: Jean Gannon Voice: (b)(2) (b)(6) Email: (b)(2) (b)(6)</p> <p>3. Contractor name and all associated information changed</p> <p>FROM: CAGE: 1N8U9 DUNS: 125590674 BearingPoint, LLC 1676 International Drive McLean, VA 22102-4832</p> <p>TO: CAGE: 1TTG5 DUNS:019121586 Deloitte Consulting, LLP 4301 North Fairfax Drive, suite 210 Arlington, VA 22203-1633 to reflect novation agreement between, BearingPoint Inc., Deloitte Consulting LLP, and U.S. Government as executed by Defense Contracting Management Agency (DCMA) on August 21, 2009 (Attachment 2). Discount Terms: Net 30 FOB: Destination Period of Performance: 09/23/2008 to 09/22/2010</p> <p>Change Item 0101 to read as follows (amount shown is the obligated amount):</p> <p>0101 Option 1 - Budget and financial support in accordance with the Statement of Work (SOW) (Attachment 1).  Period of Performance: 09/23/2009 to 09/22/2010</p> <p>Change Item 0102 to read as follows (amount shown is the obligated amount):</p> <p>0102 Option 1 - Travel in support of CLIN 0002. All travel must be in accordance with the Federal Travel Regulations (FTR) and authorized by the Contracting Officer's Technical Representative (COTR) prior to expenditure. The amount of this Continued ...</p>				(b)(4)
					(b)(4)

NAME OF OFFEROR OR CONTRACTOR  
DELOITTE CONSULTING LLP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>line item is estimated only and is for cost only. It is noted at a Not To Exceed (NTE) amount of (b) (4)</p> <p>Period of Performance: 09/23/2009 to 09/22/2010 Total funding for this task order has increased by \$953,640.28 from \$926,155.60 to \$1,879,795.88.</p>				

**STATEMENT OF WORK**  
**As revised by modification P00002**

**Department of Homeland Security,  
Office of Chief Information Officer  
Enterprise Services Division (ESD)  
Infrastructure Operations  
HSHQDC-08-Q-00381/HSHQDC-08-F-00176**

**18. POINTS OF CONTACT**

**Contracting Officer's Technical Representative (COTR):**

**Name:** Jean Gannon

**Voice:** (b)(2) b(6)

**Email:** (b)(2) b(6)

**Technical Point of Contact:**

**Name:** Jean Gannon

**Voice:** (b)(2) b(6)

**Email:** (b)(2) b(6)

**Contracting Officer:**

**Name:** Holly Hubbell

**Voice:** 202-447-5488

**Email:** [Holly.Hubbell@dhs.gov](mailto:Holly.Hubbell@dhs.gov)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. CONTRACT ID CODE PAGE OF PAGES  
 1 2

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 P00001 11/06/2008

6. ISSUED BY CODE DHS/OPO/ITAC 7. ADMINISTERED BY (If other than Item 6) CODE DHS/OPO/ITAC

U.S. Dept. of Homeland Security Office of Procurement Operations Information Tech. Acquisition Ctr. 245 Murray Lane, SW Building 410 Washington DC 20528  
 U.S. Dept. of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO. BEARINGPOINT LLC 1676 INTERNATIONAL DRIVE ATTN RAY WINN MCLEAN VA 221024832 9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-23F-06-FD-A-0001 HSHQDC-08-F-00176 10B. DATED (SEE ITEM 11) 09/22/2008  
 CODE 1255906740000 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-1 Changes - Fixed Price  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 GSA Contract #: GS-23F-0016J  
 DUNS Number: 125590674+0000  
 The purpose of this modification is to change the invoicing procedures and incorporate the Contracting Officer's Technical Representative (COTR) Appointment letter into the contract.

This contract is hereby changed as follows:  
 1. Section 17 PROCEDURES FOR INVOICING in the Statement of Work has been changed (See Attachment 1)

FROM:  
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR OFFICER SPAN MORRIS, MANAGING DIRECTOR 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Holly Hubbell 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 11/6/08 11/6/08

NAME OF OFFEROR OR CONTRACTOR  
BEARINGPOINT LLC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Invoices may be submitted monthly in 12 equal amounts per annum.</p> <p>TO: Invoices may be submitted monthly beginning 60 days after the start of the Base contract in 11 equal amounts per annum in the Base Year and in 12 equal amounts per annum for the Option Years.</p> <p>2. COTR Appointment letter (Attachment 2) is incorporated.</p> <p>The total value of the contract remains unchanged. Period of Performance: 09/23/2008 to 09/22/2010</p>				

**STATEMENT OF WORK**  
**As revised by modification P00001**

**Department of Homeland Security,  
Office of Chief Information Officer  
Enterprise Services Division (ESD)  
Infrastructure Operations  
HSHQDC-08-Q-00381/HSHQDC-08-F-00176**

**17. PROCEDURES FOR INVOICING**

Invoices may be submitted monthly beginning 60 days after the start of the contract in 11 equal amounts per annum in the Base Year and in 12 equal amounts per annum for the Option Years for Contract Line Item Number (CLIN)s 0001 and 0101 only. For CLINs 0002 and 0102, travel shall be invoiced as needed. Contractors shall send electronic invoices to **DOB Invoice@dhs.gov**. Payment will be based on receipt of a proper invoice and satisfactory contract performance. The invoice is a “proper invoice” as defined under **FAR Clause 52.232-25**.

A proper invoice must include the following items:

- Name and address of the contractor.
- Invoice date and invoice number.
- Contract number or other authorization for supplies delivered or services performed. (Including order number and contract line item number.)
- Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- Contract Line Item Number (CLIN) invoiced against.
- Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
- Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- Taxpayer Identification Number (TIN). The contractor must include its TIN on the invoice only if required by agency procedures.
- Electronic funds transfer (EFT) banking information.
- Evidence of shipment—DD Form 250 Requisition and Invoice Shipping (signed)

**18. POINTS OF CONTACT**

**Contracting Officer’s Technical Representative (COTR):**

Name: Jean Gannon

Voice: 202-(b)(2) (b)(6)

HSHQDC-08-Q-00381/ HSHQDC-08-F-00176

Attachment 1 – Revised by P00001

Email: Jean.Gannon@dhs.gov

**Technical Point of Contact:**

Name: b(2) b(6)

Voice:

Email:

**Contracting Officer:**

Name: Holly Hubbell

Voice: 202-447-5488

Email: Holly.Hubbell@dhs.gov





# Homeland Security

COMPONENT	
Office of the Chief Information Officer	
Program Office	Employee
Enterprise Services Division	Jean Gannon
Telephone	Location
(202) (b)(2)	301 7 <sup>th</sup> St., SW, Washington, DC 20407-0001

Dear Jean Gannon ,

You are hereby appointed as the Contracting Officer's Technical Representative (COTR) for DHS Office of Procurement Operations Agreement/Contract number: HSHQDC-08-F-00176 awarded to BearingPoint effective 26 September 2008.

is a: (check one below)

- Contract                       Purchase Order                       Task/Delivery Order
- Cooperative Agreement                       Grant                       Memorandum of Understanding (MOU)
- Interagency/Intra-agency Agreement

Under this COTR Appointment, you are assigned responsibilities to assist the Contracting Officer in the administration of the Agreement/Contract referenced above. This appointment remains in effect for the duration of the business agreement, as long as your COTR certification remains current. This Appointment can only be changed or rescinded in writing by the Contracting Officer.

Please carefully review the explanation of COTR authority and responsibilities herein and sign the last page of this document acknowledging your understanding and acceptance of this COTR appointment. After signing the last page of the COTR Appointment letter, please return it to the DHS OPO Division within ten (10) calendar days.

## SCOPE OF AUTHORITY

I, Jean Gannon, understand and agree that:

1. The DHS Office of Procurement Operations Contracting Officer is the only agent with authority to enter into and administer business agreements. I have been delegated the authority to monitor delivery and performance under the business agreement, as the Contracting Officer's technical representative. Other than the Contracting Officer, or the alternate COTR acting in my absence, I am the duly appointed Government employee assigned to provide technical direction for the business agreement between the Government and the Contractor.
2. This appointment does not change or supersede the established line of authority and/or responsibility of any organization.

3. I shall notify the Contracting Officer immediately if I am unable to fulfill the responsibilities of this position for an extended period.
4. I shall protect the Government's interests while performing my COTR duties. I must avoid any action that places me in a real or apparent conflict-of-interest that may compromise security, or impair public confidence in the integrity of DHS.
5. I have read DHS Management Directive 0480.1, Ethics/Standards of Conduct and discussed any questions I have regarding my understanding of the duties and obligations under this policy.

## **COTR RESPONSIBILITIES**

### **1. PREPARATION**

- a. The COTR must be knowledgeable of the terms and conditions, as well as the technical content in the business agreement. To understand the terms, the COTR must read the business agreement and discuss any unclear areas with the Contracting Officer. The following is a list of topics in the Agreement that the COTR is expected to understand and manage:
 

Business Agreement Type	Performance Standards & Metrics
Reports & Deliverable Items	Time, Place and Method of Delivery or Performance
Invoicing Procedures	Security Requirements
Packaging and Markings	Inspection, Acceptance, and Special Clauses
Quality Assurance	Ordering Procedures
Government Furnished Assets and Information	
- b. While the official contract/agreement file is maintained by the Contracting Officer, the COTR must create and maintain a file to document COTR actions under this business agreement. The file should include:
  - A complete copy of the business agreement, a copy of the COTR Letter of Appointment;
  - Copies of any related correspondence;
  - Record of any significant telephone conversations or other communications with the Contractor;
  - Signed invoices;
  - All records of the Contractor's performance, such as performance monitoring, inspection and service reports and other documents as applicable.
- c. In order to effectively monitor delivery and performance, the COTR must read and become very familiar with the business agreement's schedule for performance standards and metrics, deliveries, completion dates, invoice due dates, option renewal dates and other report or data submission dates. The COTR must also establish a log or tracking system to ensure prepared and available for upcoming actions.

### **2. GENERAL ADMINISTRATION INFORMATION**

- a. Determine the need, and ensure all requirements are met for Contractor badges, background checks, and all other required clearances.
- b. Plan and coordinate as necessary with the appropriate points of contact for the component.

- c. Obtain and maintain a list of employees who will be working at the facility. Keep list current by making adjustments for new and terminated employees. This is important to the security of the facility. This list may be used to initiate background checks by the security office in the relevant location.
- d. Coordinate with the Contracting Officer to ensure all Contractors (and subcontractor as applicable) have signed nondisclosure forms, as prudent or required.
- e. Safeguard the Contractor's confidential business and technical information. Confidential information may include proposal pricing, technical documentation, or personnel data. Do not release any information without first consulting with the Contracting Officer to determine if release of such information is permissible.
- f. Maintain communications with the Contractor and the Contracting Officer. Meet with the Contractor or his/her designated representative at the beginning of the business agreement period of performance, to discuss working methods. Also, serve as the contact through which the Contractor can relay questions and problems to the Contracting Officer.
- g. Ensure all Contractor personnel identify themselves and their company affiliation in all communications (written, telephonic, and electronic) related to the business agreement.
- h. Monitor the Contractor's compliance with safety, security, labor and environmental law requirements.
- i. Report any observed fraud, waste, or opportunities to improve performance or cost efficiency to the Contracting Officer.
- j. Provide independent government cost estimates (IGCE) and other supporting information as required by the Contracting Officer, when changes to the business agreement are required.
- k. Assist the Contracting Officer in negotiating supplemental agreements and coordinating with related Contractors on other business arrangements.
- l. Write an evaluation of the Contractor's technical performance at least annually and at the end of performance or delivery. If a specific form is required, it will be provided by the Contracting Officer.
- m. Keep the Contracting Officer fully informed of any technical, administrative or contractual difficulties encountered during performance and make recommendations as appropriate.
- n. Seek guidance from the Contracting Officer for specific situations not covered in this delegation.

### 3. MONITORING AND SURVEILLANCE

- a. Perform surveillance of the performance under the business agreement and conduct inspections necessary to assure performance and compliance with the terms and conditions of the agreement. Resolve day-to-day matters within the scope of your authority.
- b. Assist the Contractor in interpreting the terms and conditions or performance requirements, provided that any interpretation or clarification is within the limitations prescribed within this delegation.
- c. Immediately bring to the Contractor's attention, any potentially hazardous working conditions. The Contractor is always required to comply with Federal Occupational Safety and Health Administration (OSHA) guidelines, applicable labor and environmental laws, as well as any state or local requirements for workplace safety, whether in a Federal facility or other location. In addition, ensure that the Contractor adheres to any specific safety clauses and/or the safety plan in the business agreement.

- d. Immediately alert the Contracting Officer to any possible Contractor deficiencies or questionable practices so that corrections can be made before the problems become significant. Advise the Contracting Officer of the following situations:
  - Possible changes in Contractor management and/or key personnel;
  - Potential labor disputes or workforce problems;
  - Disagreements with the Contractor regarding performance of statement of work/objectives (SOW/SOO) requirements or other potential disputes with the Contractor about technical or other business matters;
  - Lack of performance that may jeopardize the cost or required schedule of the business agreement.
- e. Review Contractor requests for travel, overtime, Government assets, or subcontracting in a timely manner and forward to the Contracting Officer for approval.
- f. Review and analyze the Contractor's deliverable, service and management reports.
- g. Provide feedback on Contractor performance as input to the past performance data base or as otherwise requested by the Contracting Officer.

#### 4. INSPECTION AND ACCEPTANCE

- a. Inspect deliverables and monitor services for conformance to the performance standards, and accept or reject them.
- b. Follow the guidance within the business agreement regarding inspection and acceptance. If there are any questions, contact the Contracting Officer.

#### 5. INVOICES AND PAYMENT

- a. See clause 52.232-7 for processing of invoices and adhere to those conditions.
- b. Report any discrepancies in payment vouchers to the Contracting Officer. Provide documentation to support the representation.
- c. Evaluate progress payment requests based on costs incurred and actual work accomplished.
- d. Interim Cost Vouchers: If this is a cost reimbursable agreement, the Contractor is entitled to be reimbursed periodically for all reasonable costs incurred in performing the business agreement. You should review such vouchers to make sure charges are commensurate with observed performance. It is your responsibility to question or concur with direct charges such as labor, materials, travel, etc. Alert the Contracting Officer if the billing includes material or equipment charges for items that have not been delivered to the work site. The Contracting Officer is responsible for verifying correctness of indirect rates, fringe benefits and fee, if any.

#### 6. GOVERNMENT FURNISHED ASSETS: EQUIPMENT, MATERIALS AND FACILITIES

- a. You are *not* authorized to provide any Government-owned (or leased) equipment or supplies or use of Government space to the Contractor, other than those specifically identified in the business agreement and authorized by the Contracting Officer.

- b. During performance, it is your responsibility to monitor the Contractor's use and care of any Government-furnished assets. If you believe the Contractor is using the item for unauthorized purposes or is not providing adequate maintenance or security for the property, you are required to bring your concerns to the Contractor's attention. If the Contractor does not agree to remedy the problem, or indicates that corrective action will impact the cost, performance or schedule, refer the matter to the Contracting Officer.
- c. Coordinate with the Contracting Officer regarding the completion of all required documentation for the acceptance, use and return of Government-furnished assets.
- d. Assist the Contracting Officer with the disposal of excess Government furnished assets and/or Contractor acquired assets.
- e. Assist the Contracting Officer with the valuation of lost, damaged and destroyed Government furnished assets and/or Contractor acquired assets.
- f. Alert the Program Manager and the Contracting Officer to any potential or existing Government asset issues.

#### **7. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

- a. The COTR is required to complete a one-hour procurement ethics training course annually. Upon completion of the annual ethics training, the COTR shall submit documentation, e.g., certificate or e-mail to the Contracting Officer indicating the annual ethics training requirement has been met.
- b. If applicable, the COTR appointee must submit a disclosure such as a Statement of Financial Interest and Outside Employment, Financial Disclosure Report, to the appropriate DHS confidential reporting system.
- c. COTR appointees must adhere to standards of conduct as prescribed in Federal statutes, laws, regulations, and Departmental guidelines.

#### **8. EXCLUSIONS FROM COTR RESPONSIBILITIES**

The COTR is expressly excluded from performing or being responsible for the following.

- a. Making or giving the appearance of being able to make commitments, modifications, or any other action that would commit the Government to a change in price, performance quality, quantity, or the delivery schedule.
- b. Providing guidance to the Contractor, either orally or in writing, which might be interpreted as a change in the scope or terms of the business agreement.
- c. Signing any changes or modifications to business agreements and/or task or delivery orders(s).
- d. Specifying how the Contractor will accomplish performance.
- e. Imposing or placing a demand upon the Contractor to perform any task or permitting any substitution not specifically provided for in the business agreement.
- f. Increasing the dollar limit of the business agreement or authorizing expenditures not specified under the business agreement.
- g. Engaging in conduct prejudicial to the Government.
- h. Making a Government decision outside official channels.

- i. Discussing procurement plans or any other advance acquisition information that might provide preferential treatment to one firm.

*The responsibilities, and exclusions set forth in this document are not intended to be all-encompassing. As a COTR, you are required to consult with the Contracting Officer when there are questions on your authority. You are not authorized to re-delegate your authority. Violation or misuse of your authority could result in abuse of DHS policy and resources at a minimum, or monetary loss to the COTR or firm involved, disciplinary actions, and other measures, depending on the extent of the offense.*

  
\_\_\_\_\_  
Holly R. Hubbell, Contracting Officer


9/10/08  
Date

The undersigned acknowledges the COTR appointment on Agreement/Contract Number: HSHODC-08-F-00176 and accepts the duties, responsibilities and limitations described in the appointment letter.

The Contracting Officer reserves the authority to cancel COTR appointments in accordance with HSAM, Chapter 3001.

**COTR Acknowledgement:**

I, Jean Gannon, have read the COTR appointment letter herein for Agreement/Contract Number HSHODC-08-F-00176 and fully understand my responsibilities and the limits of my authority. I further understand that my performance as a COTR will be evaluated and documented on an annual basis by the Contracting Officer. I certify that I have taken the required training to obtain the DHS Acquisition Certification for COTRs or have received a waiver. In addition, I certify that I will take the mandatory skills currency training to maintain my certification during the duration of this appointment.

  
\_\_\_\_\_  
Signature

7 Oct 08  
Date

**Supervisor Acknowledgement:**

I, Capt Ken Reynolds, have read the COTR appointment letter herein and fully understand, support and approve my employee's responsibilities and limitations as a COTR under the above referenced contract.

  
\_\_\_\_\_  
Signature & Title

8 Oct 08  
Date

Return no later than 25 September 2008 to: Holly.Hubbell@dhs.gov or fax 202/447-5550.

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 22, 24, & 30**

1. REQUISITION NUMBER: RUIO-08-00586 PAGE OF: 1 3  
 2. CONTRACT NO.: GS-23F-06-FD-A-0001  
 3. AWARD EFFECTIVE DATE: HSHQDC-08-F-00176  
 4. ORDER NUMBER: HSHQDC-08-F-00176  
 5. SOLICITATION NUMBER: \_\_\_\_\_  
 6. SOLICITATION ISSUE DATE: \_\_\_\_\_

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Holly Hubbell  
 b. TELEPHONE NUMBER (No collect calls): 202 (b)(2) (b)(6)  
 8. OFFER DUE DATE/LOCAL TIME: \_\_\_\_\_

9. ISSUED BY: CODE DHS/OPO/ITAC  
 U.S. Dept. of Homeland Security  
 Office of Procurement Operations  
 Information Tech. Acquisition Ctr.  
 245 Murray Lane, SW  
 Building 410  
 Washington DC 20528  
 10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: % FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 NAICS: 541611  SUBZONE SMALL BUSINESS  
 SIZE STANDARD: \$6.0  SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS  8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE  
 12. DISCOUNT TERMS: Net 30  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING: \_\_\_\_\_  
 14. METHOD OF SOLICITATION:  RFQ  IFB  RFP

15. DELIVER TO: CODE DHS/MURRAY LANE  
 Department of Homeland Security  
 245 Murray Lane, SW  
 Building 410  
 Washington DC 20528  
 16. ADMINISTERED BY: CODE DHS/OPO/ITAC  
 U.S. Dept. of Homeland Security  
 Office of Procurement Operations  
 Information Tech. Acquisition Div.  
 245 Murray Lane, SW  
 Building 410  
 Washington DC 20528

17a. CONTRACTOR/OFFEROR: CODE 1255906740000 FACILITY CODE: \_\_\_\_\_  
 BEARINGPOINT LLC  
 1676 INTERNATIONAL DRIVE  
 ATTN RAY WINN  
 MCLEAN VA 221024832  
 TELEPHONE NO.: 703 747-3000  
 18a. PAYMENT WILL BE MADE BY: CODE DHS-MANAGEMENT  
 Department of Homeland Security  
 Departmental Operations Branch  
 Room 3621  
 245 Murray Lane, SW  
 Building 410  
 Washington DC 20528

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-23F-0016J DUNS Number: 125590674+0000 Reference BearingPoint's proposal dated August 29, 2008. This is a Firm Fixed Price (FFP) task order issued under Department of Homeland Security's (DHS) Blanket Purchase Agreement (BPA) GS-23F-06-FD-A-0001 as established under (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$926,155.60

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
 29. AWARD OF CONTRACT REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR:   
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER):

30b. NAME AND TITLE OF SIGNER (Type or print): SEAN A. MORRIS, MANAGING DIRECTOR  
 30c. DATE SIGNED: 9/22/08  
 31b. NAME OF CONTRACTING OFFICER (Type or print): Holly Hubbell  
 31c. DATE SIGNED: 9/23/08

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	General Service Administration's (GSA) Multiple Award Schedule (MAS) 520 Financial and Business Solutions (FABS) with BearingPoint Contract #GS-23F-0016J.  Delivery: 1 Days After Award Accounting Info: RWC8042-RWC-WCF-99-01-00-000-02-05-0000-00-00-00-00-GE-OE-25-76 Period of Performance: 09/23/2008 to 09/22/2010				
0001	Budget and financial support in accordance with the Statement of Work (SOW) (Attachment 1).  Period of Performance: 09/23/2008 to 09/22/2009	(b) (4)		(b) (4)	(b) (4)
0002	Travel in support of CLIN 0001. All travel must be in accordance with the Federal Travel Regulations (FTR) and authorized by the Contracting Officer's Technical Representative (COTR) prior to expenditure. The amount of this line item is estimated only and is for cost only. It is noted at a Not To Exceed (NTE) amount of (b) (4).  Period of Performance: 09/23/2008 to 09/22/2009				(b) (4)
0101	Option 1 - Budget and financial support in Continued ...	(b) (4)		(b) (4)	0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32c. DATE \_\_\_\_\_ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_  
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

33 SHIP NUMBER \_\_\_\_\_ 34. VOUCHER NUMBER \_\_\_\_\_ 35. AMOUNT VERIFIED CORRECT FOR \_\_\_\_\_ 36. PAYMENT  COMPLETE  PARTIAL  FINAL 37. CHECK NUMBER \_\_\_\_\_  
 PARTIAL  FINAL

38 S/R ACCOUNT NUMBER \_\_\_\_\_ 39. S/R VOUCHER NUMBER \_\_\_\_\_ 40. PAID BY \_\_\_\_\_

41a | CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT \_\_\_\_\_ 42a RECEIVED BY (Print) \_\_\_\_\_  
 41b SIGNATURE AND TITLE OF CERTIFYING OFFICER \_\_\_\_\_ 41c DATE \_\_\_\_\_ 42b RECEIVED AT (Location) \_\_\_\_\_  
 42c DATE REC'D (YY/MM/DD) \_\_\_\_\_ 42d. TOTAL CONTAINERS \_\_\_\_\_



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-23F-06-FD-A-0001/HSHQDC-08-F-00176

PAGE OF  
 3 3

NAME OF OFFEROR OR CONTRACTOR  
 BEARINGPOINT LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0102	<p>accordance with the Statement of Work (SOW) (Attachment 1).                      Amount: (b) (4) (Option Line Item)                      Period of Performance: 09/23/2009 to 09/22/2010</p> <p>Option 1 - Travel in support of CLIN 0002. All travel must be in accordance with the Federal Travel Regulations (FTR) and authorized by the Contracting Officer's Technical Representative (COTR) prior to expenditure. The amount of this line item is estimated only and is for cost only. It is noted at a Not To Exceed (NTE) amount of (b) (4).                      Amount: (b) (4) (Option Line Item)                      Period of Performance: 09/23/2009 to 09/22/2010</p> <p>The total amount of award: \$1,879,795.88. The obligation for this award is shown in box 26.</p>				0.00

**STATEMENT OF WORK  
Department of Homeland Security,  
Office of Chief Information Officer  
Enterprise Services Division (ESD)  
Infrastructure Operations  
HSHQDC-08-Q-00381**

**1. PROJECT TITLE: Infrastructure Operations**

**2. BACKGROUND**

In March 2003, the Congress passed the Homeland Security Act of 2003 (P.L. 107-296), creating a single department that would ensure safe and secure borders, welcome lawful immigrants and visitors, promote the free flow of commerce, prevent and deter terrorist attacks, and protect against and respond to threats to the United States. The resulting Department of Homeland Security (DHS) is the Cabinet Level agency formed via the consolidation of 22 agencies, now called Components, that previously resided in other departments.

A key to the success of the DHS mission is the integration of the legacy workforce, processes and systems into a unified organization. Consistent with this need, the DHS Secretary stated his objective to centrally manage services, including information technology. The DHS Chief Information Officer (CIO) has established a vision to achieve this objective for all components. The "One Infrastructure" concept requires a common IT infrastructure across all DHS Components. This will improve information sharing via an "enterprise-wide", consolidated IT infrastructure supporting all of DHS's strategic goals and business objectives: awareness; prevention; protection; response; recovery; services and organizational excellence.

The OCIO is charged with managing and leveraging all Department IT to fulfill DHS mission requirements; to that end, the OCIO established the Enterprise Services Division (ESD) to centrally manage IT Infrastructure, support applications, systems, and communication capabilities that are vital to the DHS mission. The need to create this enterprise-wide, consolidated IT infrastructure supports the Departments mission, strategic goals and business objectives of "One Network, One Infrastructure, One DHS".

**3. OVERVIEW – ENTERPRISE SERVICES DIVISION (ESD) OBJECTIVE**

The DHS OCIO ESD centrally implements and manages enterprise program activities toward integration of the Department's IT infrastructure. In this transformation oversight capacity, the ESD's primary objectives are to remove lag time and complexity in accessing data, to create a platform on which new capabilities can be quickly launched and to provide a cost-effective, secure, and reliable IT infrastructure via products and services that enable DHS Components and business units in accomplishing their mission.

**4. SCOPE OF WORK**

The contractor shall provide onsite day to day financial support services and capital asset & portfolio management services to assist DHS ESD and project teams with the following tasks:

## **5. SPECIFIC TASKS – ON GOING**

- Coordinate, issue and track project spend plans.
- Develop reporting documentation of Program funds status and program execution.
- Draft ESD Quarterly Periodic Reports
- Draft Consolidated Quarterly Periodic Reports
- Coordinate, consolidate and develop the Department's Consolidated Information Technology Exhibit 300 (E300) report.
- Develop alternatives to support new projects and preparation of cost benefit analysis to support recommended solution
- Develop budget submissions and supporting documentation in accordance with OCIO CFO and OMB guidance
- Draft responses to OMB, Congressional or other external/internal reporting requirements.
- Review business cases and budget submissions (of other organizations) from all DHS components
- Coordinate and consolidate business cases and budget submissions (of other organizations) from all DHS components
- Develop ESD Resource Allocation Plan (RAP) submissions.
- Maintain a balanced program ledger.
- Define and document the governance processes pertaining to the ESD's role in managing and overseeing program resources (e.g., budget formulation process, spend plan approval process, etc.)
- Prepare analysis of costs/savings as compared to the program business cases.
- Participate in OCIO Chief Financial Officer (CFO), Information Technology Services Office (ITSO), Enterprise Business Management Office (EBMO), Business Services Division (BSD) and Capital Planning Investment Control (CPIC) forums to ensure ESD equities are considered and protected.
- Support Program System Life Cycle documentation development (Acquisition Program Baseline, Integrated Master Schedule (IMS), etc) efforts.
- Develop a monthly status report which outlines Major Accomplishments of the reporting period, Contract (not Program) Problems Encountered, Actions taken to resolve, and Planned/Anticipated Activity in the coming period.
- Develop White Papers, Briefings, Presentations, Guidance, Policy, Procedures, and Meeting Minutes, as required.
- End of Performance Transition: Report the status of all DHS furnished equipment and information, including file locations, working papers and principal Points of Contact for all major activities preformed under the contract.

**5a. SPECIFIC TASKS – SURGE**

- Prepare business cases to support ESD assets and/or funding requests.
  - Perform short-duration (30 days) data gathering, data analysis, cost benefit analysis initiatives which are inclusive of all Component Data Center and/or Network Costs (Government estimates this surge task will require 440 Total Man Hours over 30 days)
  - Perform short-duration (30 days) ESD wide cost projection and cost trade off initiatives which are inclusive of all Component Data Center and/or Network Costs (Government estimates this surge task will require 440 Total Man Hours over 30 days)

**6. DELIVERABLES AND DELIVERY SCHEDULE**

**6.1. Delivery Schedule**

A summary of deliverables follows. Copies are to be provided to the Government officials indicated in electronic file.

Item	Title	Dist	Draft/Initial	Subsequent / Final	Reference
Deliverable 1	Monthly Status Report	COTR		NLT 15 <sup>th</sup> of each month	Section 5
Deliverable 2	Transition Plan (End of Performance)	COTR	Draft sixty days prior to end of contract	10 days after the COTR has submitted any changes to the contractor	Section 5
Deliverable 3	White Papers, Briefings and Presentations	COTR	As Requested	As Requested	Section 5.
Deliverable 4	Periodic Reporting (ESD and Consolidated)	COTR	Quarterly as required to meet ESD reporting requirements	10 days after the COTR has submitted any changes to the contractor	Section 5
Deliverable 5	Consolidated Information Technology Exhibit 300	COTR	Drafts thirty and sixty days prior to final annual submission	10 days after the COTR has submitted any changes to the contractor	Section 5
Deliverable 6	Cost Benefit Analysis	COTR	Draft 15 days prior to final submission (This applies to 5a. Surge Tasks)	10 days after the COTR has submitted any changes to the contractor	Section 5

Item	Title	Dist	Draft/Initial	Subsequent / Final	Reference
Deliverable 7	Resource Allocation Plan	COTR	Drafts thirty and sixty days prior to final annual submission	10 days after the COTR has submitted any changes to the contractor	Section 5
Deliverable 8	End of Performance Transition	COTR	Drafts thirty and sixty days prior to final delivery requirement	10 days after the COTR has submitted any changes to the contractor	Section 5
Deliverable 9	Meeting Minutes	COTR	Action items due 24 hours of meeting	10 days after the COTR has submitted any changes to the contractor	Section 5
Deliverable 10	ESD Business Case Development	COTR	Bi-weekly Drafts and Status Briefs to the COTR	10 days after the COTR has submitted any changes to the contractor	Section 5a

All Deliverables shall be submitted by the Contractor in electronic and paper copy (quantity of 1) to the Points of Contact identified above. Electronic copies shall be compatible with a PC operating in a Windows environment using Microsoft Word, Microsoft PowerPoint, Microsoft Excel, Microsoft Project, and Microsoft Access. Electronic copies may be provided on a CD as agreed by both parties. When electronic submission is used the Contractor shall ensure appropriate measures are used for security and encryption of transmission of the information. The Government has 10 working days to review all drafts. The contractor shall incorporate changes in the final report.

#### **7. WORK PRODUCTS AND DELIVERABLES ACCEPTANCE CRITERIA**

The Contractor shall provide work products and deliverables to fulfill the SOW which meet the following standards in order to be deemed acceptable by the Government:

- **Quality Measures** - Quality measures, as set forth below, will be applied to each Work Product and Deliverable:
- **Completeness** – Work products and deliverables shall be comprehensive including all necessary parts, components, or steps.
- **Clarity** - Work products and deliverables shall be clear and concise.
- **Timeliness** - Work products and deliverables shall be generated on or before specified and mutually agreed to due dates or in accordance with a later scheduled

date, should a later scheduled date be mutually agreed to by the Contractor and the COTR.

- **Inspection and Acceptance Criteria** – Final inspection and acceptance of all work products will be performed on-site by the COTR.
- **Quality Assurance/Acceptance** – The COTR will review, for completeness, draft and final work products and deliverables that the Contractor submits, and may return them to the Contractor for correction. Absence of any comments by the COTR will not relieve the Contractor of the responsibility for complying with the requirements of the task order.

**Reporting Requirements**

The Contractor shall provide reports and or briefings including the following:

**Monthly Status Reports** - The monthly status report shall include a summary of the Contractor’s performance during the preceding month and outline expected activities in the upcoming reporting period. The summary shall address daily operations and progress and include, at a minimum, the following information:

<b>Item</b>	<b>Description</b>
Project Identification	Project or Requirement Description
Status	Current Status Of The Project
Time	Labor Hours Required
Accomplishments/Activities	Actions Completed
Planned Activities	Expected activities for the next reporting period.
Problems/Issues of Concern	Problem, Source and Recommendation or Corrective Action Taken

The Contractor shall submit a Monthly Status Report to the COTR on or before the 15<sup>th</sup> calendar day of each month for the preceding month’s activity.

The Monthly Status Report shall address the functional accomplishments of each individual assigned to a particular work effort, challenges, issues, unresolved problems and a plan of action for resolving any problems identified.

**Ad-Hoc Reports**

The Contractor shall submit ad hoc assessments and reports when requested by the Contracting Officer’s Technical Representative (COTR) following the required formatting. These Ad-Hoc reports can cover, but are not limited to such areas as:

- Trip Reports
- Meeting minutes
- Summary of Meeting Issues and Recommended Approaches to Address Challenges
- Other Executive Level Documents (e.g., white papers, issue papers).

**Briefing/Meeting/Presentation Materials** – The Contractor may be requested to assist in the preparation of presentation materials. All presentation materials shall be appropriately tailored to the activity/event intended for their use (e.g., briefings, meetings, presentations, etc., excluding routine meetings with program office representatives and weekly staff meetings). The Contractor and COTR shall mutually agree to the content, format, and due date of any briefing, meeting or presentation materials. The release of any documentation or information must be authorized in writing by the Government.

**Performance Milestones and Deliverables**

**Deliverables** - Deliverables shall be submitted to the COTR for inspection, review, and acceptance. All deliverables shall be PC- compatible. As required, deliverables shall be made available in alternative formats for individuals with disabilities. Final acceptance will occur upon COTR signature. All deliverables become the property of the Government. The Government will provide timely comments on deliverables, as necessary. The Contractor must incorporate the Government’s comments within five (5) work days, unless otherwise mutually agreed to, of receipt of the COTR’s comments. In the event of rejection of any deliverable, the Contractor will be notified, in writing, by the COTR within 10 business days, of the specific reasons why the deliverable is unacceptable. The Contractor must return a revised document to the COTR within five (5) business days.

**7. PLACE OF PERFORMANCE**

The work performed under this Task Order shall be performed on-site at 7<sup>th</sup> and D Street, SW, Washington, D.C.

**8. PERIOD OF PERFORMANCE**

The base period of performance for this task order is one year and one 12 month Option period.

**9. HOURS OF PERFORMANCE**

Standard user support shall be provided from 8:00 a.m. to 5:30 p.m., Monday through Friday, excluding Federal holidays. Overtime will be performed only with prior written approval by the authorized Contracting Officer Technical Representative (COTR).

**10. TRAVEL**

Three trips to Mississippi for 5 work days each is anticipated. Local travel from the employees home to their regular place of work is not reimbursable. All travel must be authorized in advance by written authorization of the COTR. All authorized travel is cost-reimbursable and will be in accordance with the Joint Travel Regulations (JTR).

## **11. TASK ORDER TYPE**

A Firm Fixed Price (FFP) type task order with cost-reimbursable travel is anticipated for this requirement.

## **12. CONTRACTOR PERSONNEL AND REQUIREMENTS**

1. All personnel (i.e., Project Manager, Functional Specialist, Senior Task Manager) under the "On-going" effort of Section 5 of this task order are considered essential to the work to be performed and are designated as Key Personnel. Key Personnel proposed for this effort shall have a minimum of fifteen (15) years of experience directly related to the tasks identified in Section 5. The experience is also required to be commensurate with the requirements of a Level 1 Program (programs greater than \$200mil). The Contractor shall not substitute key personnel without written permission of the Contracting Officer. Before substituting or replacing the specified individuals, the Contractor shall notify the Contracting Officer in writing no less than 15 calendar days in advance and shall submit justification (including the names and resumes of the proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The Government will review resumes for all key personnel positions. The Contractor must wait for Government written approval before replacing a candidate in a key personnel position. The proposed substitutions shall possess qualifications equal to or superior to those of the key person(s) being replaced.
2. The Contractor shall make no diversions or substitutions without the written consent of the Contracting Officer (CO).
3. In the event that a change in the key personnel is caused by any individual's sudden illness, death, or termination of employment, the contractor shall promptly notify the Contracting Officer and provide the information required.

## **13. IDENTIFICATION BADGES**

The Contractor employees shall not begin work under this task order until all required Entry On Duty (EOD) and security requirements are met resulting in a DHS badge. All Contractor employees shall be required to wear identification badges when working in Government facilities.

## **14. FEDERAL ACQUISITION REGULATION (FAR) CONTRACT CLAUSES**

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

- (a) This clause applies to the extent that this contract involves access to information classified as "Classified".
- (b) The Contractor shall comply with—
  - (1) The Security Agreement (DD Form 254), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and
  - (2) Any revisions to that manual, notice of which has been furnished to the Contractor.



(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

**FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Nov 2006)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of Clause)

**FAR 52.217-4 Evaluation of Options Exercised at Time of Contract Award. (JUNE 1988)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of Provision)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

**52.246-4 INSPECTION OF SERVICES—FIXED-PRICE. (AUG 1996)**

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

## **15.0 Homeland Security Acquisition Regulation (HSAR) Contract Clauses**

### **15.1 Implementing Instructions for Compliance with HSAR 3052.204-71 “Contractor Employee Access”**

Department of Homeland Security Acquisition Regulation (HSAR) clause 3052.204-71 requires that contractor personnel requiring unescorted access to government facilities, access to sensitive information, or access to government information technology (IT) resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract.

Department of Homeland Security (DHS) policy requires a favorably adjudicated background investigation prior to commencing work on this contract for all contractor personnel who require recurring access to government facilities or access to sensitive information, or access to government IT resources.

Contractor employees will be given a suitability determination unless this requirement is waived under Departmental procedures.

#### **15.1.1 ADDITIONAL INFORMATION FOR CLASSIFIED CONTRACTS:**

Performance of this contract requires the Contractor to gain access to classified National Security Information (includes documents and material). Classified information is Government information which requires protection in accordance with Executive Order 12958, National Security Information (NSI) as amended and supplemental directives.

The Contractor shall abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, an attachment to the contract, and the National Industrial Security Program Operating Manual (NISPOM) for protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service.

### **15.1.2. CONTRACTOR PERSONNEL**

#### **EMPLOYMENT ELIGIBILITY**

To comply with the requirements HSAR Clause 3052.204-71, and Department policy, the contractor must complete the following forms for applicable personnel who will be performing work under this contract as indicated:

Standard Form (SF) 85P, "Questionnaire for Public Trust Positions"

FD-258 fingerprint cards

DHS Form 11000-6, "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement". Required of all applicable contractor personnel.

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

### **15.1.3 CONTINUED ELIGIBILITY**

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

### **15.1.4 TERMINATION**

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

### **15.1.5 SUITABILITY DETERMINATION**

DHS may, as it deems appropriate, authorize and grant a favorable Entry On Duty (EOD) decision based on preliminary suitability checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow. A favorable EOD decision or a full

employment suitability determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access government facilities or information, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office.

Contract employees waiting for an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings, non-recurring meetings and begin transition work.

#### **15.1.6 BACKGROUND INVESTIGATIONS**

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the DHS Security Office. Prospective Contractor employees shall submit the following completed forms to the DHS Security Office. The Standard Form 85P will be completed electronically, through the Office of Personnel Management's e-QIP SYSTEM. The completed forms must be given to the DHS Security Office no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

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

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

DHS Form 11000-6 "Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement"

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

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

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation.

Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
- (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (3) The waiver must be in the best interest of the Government.

#### **15.1.7 ALTERNATIVE CITIZENSHIP REQUIREMENTS FOR NON-IT CONTRACTS**

For non-Classified or non-IT contracts the above citizenship provision shall be replaced with the citizenship provision below:

Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-55 1). Any exceptions must be approved by the Department's Chief Security Officer or designee.

#### **15.1.8 INFORMATION TECHNOLOGY SECURITY CLEARANCE**

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

#### **15.1.9 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT**

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

#### **HSAR 3052.204-71 (Alt. 1) CONTRACTOR EMPLOYEE ACCESS (JUN 2006)**

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;

(2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(3) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

**HSAR 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCE (June 2006)**

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within 15 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

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

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

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

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

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

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

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



accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

**HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or

under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]: \_\_\_ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

\_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

\_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

#### **HSAR 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (June 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 Contractors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting is that the Contractor will have access to a myriad of documents and decisions that will support IT infrastructure plans, policies, and acquisitions.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the Contractor or (2) determine that it is otherwise in the best interest of the United States to contract with the Contractor and include the appropriate provisions to avoid, neutralize, mitigate or waive such conflict in the contract awarded. After discussion with the Contractor, 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 Contractor may be found ineligible for award.

(c) *Disclosure:* The Contractor 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 interests, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If a potential Contractor with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized or mitigated, the Contractor 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 Contractor. The Contracting Officer will use all information submitted by the Contractor, and any other relevant information known to DHS, to determine whether an award to the Contractor may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

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

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

(End of Provision)

#### **HSAR 3052.209-73 LIMITATION OF FUTURE CONTRACTING (Jun 2006)**

The Contracting Officer has determined that this requirement may give rise to a potential organizational conflict of interest. Accordingly, the attention of the prospective Contractors is invited to FAR Subpart 9.5-Organizational Conflict of Interest. The nature of this conflict is that the Contractor is required to provide SME support and documentation with respect to IT infrastructure planning, acquisitions, and policies which may result in limiting future contracting. The restrictions upon future contracting are as follows: 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.

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

(End of Clause)

## 16. REFERENCES

DHS, Office of Security  
Personnel Security Staff  
Attn: Jose Salazar  
Washington DC 20528  
Telephone: (b)(2) (b)(6)

## 17. PROCEDURES FOR INVOICING

**Invoices may be submitted monthly in 12 equal amounts per annum.** Contractors shall send electronic invoices to [DOB\\_Invoice@dhs.gov](mailto:DOB_Invoice@dhs.gov). Payment will be based on receipt of a proper invoice and satisfactory contract performance. The invoice is a "proper invoice" as defined under FAR Clause 52.232-25.

A proper invoice must include the following items:

- Name and address of the contractor.
- Invoice date and invoice number.
- Contract number or other authorization for supplies delivered or services performed. (Including order number and contract line item number.)
- Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- Contract Line Item Number (CLIN) invoiced against.
- Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms).
- Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- Taxpayer Identification Number (TIN). The contractor must include its TIN on the invoice only if required by agency procedures.
- Electronic funds transfer (EFT) banking information.
- Evidence of shipment—DD Form 250 Requisition and Invoice Shipping (signed)

## 18. POINTS OF CONTACT

### Contracting Officer's Technical Representative (COTR):

Name: Jean Gannon

Voice: 202(b)(2) (b)(6)

Email: (b)(2) (b)(6)

**Technical Point of Contact:**

Name: CAPT Kenneth J. Reynolds

Voice: b(2) b(6)

Email: b(2) b(6)

**Contracting Officer:**

Name: Holly Hubbell

Voice: 202-447-5488

Email: [Holly.Hubbell@dhs.gov](mailto:Holly.Hubbell@dhs.gov)

**19. GOVERNMENT FURNISHED EQUIPMENT (GFE)**

The Government shall furnish all supplies and equipment in connection to this task. Under no circumstances shall the Contractor remove any government equipment from government premises without prior written approval from the contracting officer's technical representative. The Government will provide Contractor personnel a work area to include: personal computers (PCs) with appropriate software tools, desks, telephones, and the use of fax machines, copier's cellular phones, and general office supplies. This equipment will be able to support the security clearance of the work being performed by the Contractor.