

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES  
1 20


**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1 DATE OF ORDER 09/29/2008		2 CONTRACT NO. (If any) GS-23F-0228K		6 SHIP TO	
3 ORDER NO. HSHQDC-08-F-00271		4 REQUISITION/REFERENCE NO. RUPC-08-00123		a. NAME OF CONSIGNEE Department of Homeland Security	
5 ISSUING OFFICE (Address correspondence to) U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528				b. STREET ADDRESS 245 Murray Lane Bldg. 410	
d. CITY ANNAPOLIS JUNCTION		e. STATE MD	f. ZIP CODE 207011102	c. CITY Washington	d. STATE DC
7 TO:		a. NAME OF CONTRACTOR FEDERAL BUSINESS COUNCIL INC		f. SHIP VIA	
b. COMPANY NAME		c. STREET ADDRESS 8975 HENKELS LANE STE 700		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE U.S. Dept. of Homeland Security		REFERENCE YOUR: Quote dtd 9/27/08  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.  Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12 F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input checked="" type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS		
13 PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	16. DISCOUNT TERMS Net 30
a. INSPECTION Destination	b. ACCEPTANCE Destination	17. SCHEDULE (See reverse for Rejections)		

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 825732746+0000 This Firm Fixed Price Task Order is being issued under your firms GSA FSS Contract, 541 Advertising & Integrated Marketing Solutions (AIMS), Special Item Category 541 4D. Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21 MAIL INVOICE TO:						
a. NAME Department of Homeland Security				\$271,753.80		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) ATTN: Invoices, Room 3621 Undersecretary for Management Office of the CFO						
c. CITY Washington	d. STATE DC	e. ZIP CODE 20528		\$271,753.80		

22 UNITED STATES OF AMERICA BY (Signature) 		23 NAME (Typed) Darlene Bullock TITLE CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/29/2008	CONTRACT NO. GS-23F-0228K	ORDER NO. HSHQDC-08-F-00271
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The Contractor shall provide Conference planning services for the U.S. Department of Homeland Security, Office of the Chief Procurement Officer for the FY 2009 HCA Conference, FY 2009 Industry Day, and the FY 2009 Acquisition Conference.</p> <p>Reference RFQ HSHQDC-08-Q-00587 and its Amendment One.</p> <p>Admin Office:                      U.S. Dept. of Homeland Security                      Office of Procurement Operations                      Dept. Operations Acquisition Div.                      245 Murray Lane, SW                      Building 410                      Washington DC 20528</p> <p>Accounting Info:                      NONE008-000-MA-20-01-00-000-02-06-0000-00-00-00-00-GE-OE-25-14-FY2008                      Period of Performance: 09/30/2008 to 06/30/2009</p>					
0001	Fiscal Year 2009 HCA Conference				(b) (4)	
0002	Fiscal Year 2009 Industry Day December 3, 2008				(b) (4)	
0003	Fiscal Year 2009 DHS Acquisition Conference				(b) (4)	
0004	Other Direct Costs				(b) (4)	
	<p>This is a Not to Exceed Line Item.</p> <p>All Other Direct Costs must be approved by the COTR or the Contracting Officer.                      Product/Service Code: R499                      Product/Service Description: OTHER                      PROFESSIONAL SERVICES</p> <p>The total amount of award: \$271,753.80. The obligation for this award is shown in box                      Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE OF PAGES

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER: 09/29/2008  
CONTRACT NO.: GS-23F-0228K

ORDER NO.: HSHQDC-08-F-00271

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**SECTION I  
SUPPLIES OR SERVICES**

**U.S. Department of Homeland Security  
Office of the Chief Procurement Officer**

**Conference Planning Services  
Statement of Work**

**1. BACKGROUND**

The contractor shall provide conference planning, logistics support, and facilitator support services for multiple Department of Homeland Security (DHS) conferences, including the Fiscal Year (FY) 2009 Head of the Contracting Activity (HCA) Conference, the FY 2009 DHS Industry Day, and the FY 2009 DHS Acquisition Conference.

**2. REQUIREMENTS**

**2.1 Reference Line Item 0001 – Planning and Facilitation of HCA Conference**

**Note: This event is to be scheduled in the Annapolis, MD area.**

**The number of physical attendees will not exceed 40.**

Tentatively scheduled for late October 2008, the Chief Procurement Officer (CPO) of the Department of Homeland Security is conducting its annual 2½ day offsite meeting with the ten Heads of the Contracting Activities (HCAs). The purpose of the Offsite is to share information among the HCAs and to establish the contracting goals for FY 09 within DHS. It provides a feedback mechanism from the buying organizations to the CPO and a means to disseminate CPO vision and goals for the future. The participants include executives with diverse personalities and diverse communication styles.

The scope of this effort requires a certified professional facilitator to assist in the development of the agenda and the planning of appropriate activities needed to facilitate a 2 1/2 day conference to ensure that the Conference goals are achieved and the results and action items are captured and understood.

**Pre-Event Strategic Planning:**

**Kick-Off Meeting.** The contractor shall conduct a kick-off meeting with the DHS Contracting Officer Technical Representative (COTR) within 5 days of award. The contractor and COTR shall discuss the contractor's plan for providing pre-event strategic planning, facilitating the off-site, post-event support and evaluation, and required deliverables.

**Space Location.** The contractor shall locate a minimum of three locations for review and approval by the COTR. The contractor shall reserve the spaces required once approval is granted by the COTR. The task order funding is inclusive of the funding for this space and all conference support, facilitation, AV equipment to include a screen, LCD projector, a podium, and two wireless microphones, etc.

**Stakeholder Coordination.** In coordination with the COTR, the contractor shall conduct short phone conferences 30 – 45 days prior to the off-site with each HCA and key stakeholders within the Office of the Chief Procurement Officer to identify their desire for topics to be covered at the conference. The contractor shall analyze the responses for

common needs and develop draft objectives. The contractor shall draft an agenda in response to the objectives that includes topics and outcomes for each agenda area.

**Facilitators:**

**On-Site Participation.** The Contractor shall moderate the conference for the entire 2 1/2 days working through the agreed upon agenda for up to 40 attendees consisting of the DHS Chief Procurement Officer, the senior leaders within the Office of the Chief Procurement Officer (OCPO), a few key OCPO staff, the ten Heads of the Contracting Activities (HCAs) within DHS and an additional participant from each of the HCA organizations. The Contractor shall ensure that the conference stays within the assigned time schedules and ensure that all participants stay on topic. The Contractor shall ensure that all participants contribute equality and that a minority of participants do not monopolize the discussions. The Contractor shall provide an ice breaker exercise for between 25-40 participants during the afternoon of the first day of the conference designed to have senior executives who know each other, but do not often work collaboratively grow together as a team to accomplish common goals. Exercise or exercises should be no longer than 3 hours and not require pre-conference work from the participants. The contractor shall provide all materials required for the exercise. The contractor shall memorialize the discussions during the conference and specifically gather action items with the associated points of contact and due dates.

**Post-Event Support and Evaluation:**

Within 14 days of the conference, the contractor shall provide an After Action Report that includes the following:

- a. Copy of the Agenda as executed.
- b. Summary of each item on the agenda, the discussion and results with associated action items and points of contact.
- c. List of parking lot items or issues that were raised but not discussed or outside of the agenda.
- d. Separate summary list of all action items with points of contact and due dates in table format.
- e. Copy of each presentation with back up material even if not discussed at the offsite
- f. Pictures and graphics associated with the offsite including at least one group picture of participants.

The after action report shall be provided in one softcopy on Microsoft office compatible media with 40 paper copies.

**Deliverables:**

ITEM	DELIVERABLE / EVENT	DUE BY
1	Kick-Off Meeting	5 Days After Award
2	Stakeholder Outreach	30-45 days prior to HCA Conference
3	Conference Agenda	30 days prior to HCA Conference

ITEM	DELIVERABLE / EVENT	DUE BY
4	After Action Report	14 Days After HCA Conference

**2.2 Reference Line Item 0002 – Planning and Logistics Support for Industry Day**

**Note:** This event is being held in Washington, D.C.

**The Government has already reserved and provided funding under a separate award for the space. The number of physical attendees is approximately 625 however there will be approximately 2000 webcast viewers.**

Conference coordination services are required in support of the planning, organizing, marketing and staffing of the DHS Industry Day 2009 (referencing the fiscal year). The Industry Day will be scheduled for December 3, 2008 in Washington D.C. at the Ronald Reagan Building Amphitheater.

The Industry Day is a venue for providing advanced acquisition planning information to industry. Industry Day will have panels from each component moderated by the appropriate DHS Head of Contracting Activity to provide general acquisition plan information for the specific components/contracting activity. The panels may also discuss small business opportunities and information technology opportunities. By establishing this event, it is the goal for DHS HCAs to have a forum in which to better communicate DHS's requirements and increase competition by sharing useful information.

No registration fees will be accepted from attendees for the DHS Industry Day that may result from this solicitation.

**Pre-Event Strategic Planning:**

**Kick-Off Meeting.** The contractor shall conduct a kick-off meeting with the DHS Contracting Officer Technical Representative (COTR) within 5 days of award. The contractor and COTR shall discuss the contractor's plan for providing pre-event strategic planning, on-site support and logistics management, post-event support and evaluation and required deliverables.

**Outreach Strategy.** The contractor shall use media channels such as radio interviews, voice recordings, direct mail, trade journals, periodicals, emails, website(s), and new publications to advertise Industry Day. The contractor shall submit its proposed outreach strategy to the COTR for review and approval no later than 10 days after award.

**Website and Attendee Registration.** The contractor shall develop a secure, readily accessible website for Industry Day. The website shall include a welcome page, Industry Day agenda, presenter's biographies, a link to the meeting site, event evaluation form, and hotel and vicinity information. A link to the company's registration site will be provided under the DHS Open For Business Website ([www.dhs.gov/openforbusiness](http://www.dhs.gov/openforbusiness)). The contractor shall also develop an online Industry Day registration for attendees. The registration page shall include attendee name, telephone and facsimile numbers, email address and mailing address. Registration will be limited to two registrants per company and should be set up to alert people registering at this site. The contractor shall regularly monitor and update the website as needed and all updates shall be review and approved by the COTR prior to posting on

the website.

**Material Development and Production.** The contractor shall develop graphic designs for Industry Day folders, signs and presentation materials. **Mass printing of these items is not a requirement of this task order.** The contractor shall work in collaboration with the presenters, whose names and contact information will be provided by the COTR, to develop their presentation materials. The contractor shall provide to the COTR at least 10 days prior to the event, a draft version of the attendee information package which shall include a name badge, note pad, evaluation form, locality map and presenters materials. Upon review and approval of the information package by the COTR, the contractor shall ship all materials to the event location.

**On-Site Support and Logistics Management:**

**On-Site Participation.** The contractor shall provide staff to facilitate Industry Day. The contractor personnel shall staff a registration area to distribute the Industry Day information packages for both days. The contractor shall ensure that the required audiovisual/computer equipment (e.g. projectors, screen pointers, and other presentation aides) is provided.

**Webcast.** The contractor shall set-up a webcast that will be available to those unable to attend. The webcast should be available on the Web for a minimum of 30 days following Industry Day.

**Post-Event Support and Evaluation:**

**Post Presentations.** The contractor shall post Industry Day presentations on the contractor's company website at the conclusion of the conference for a period of 7 days after the event to allow users to download. A link will be provided from the DHS Open For Business Website ([www.dhs.gov/openforbusiness](http://www.dhs.gov/openforbusiness))

**Post-Event Report.** The contractor shall provide and deliver to the COTR a post-event report within 10 days after Industry Day. The report shall include a compilation, summary and analysis of the evaluations submitted by the attendees to determine lessons learned and best practices for future consideration.

**Deliverables:**

ITEM	DELIVERABLE / EVENT	DUE BY
1	Kick-Off Meeting	5 Days After Award
2	Outreach Strategy	10 Days After Award
3	Material Development and Production	10 Days Prior to Industry Day
4	Post-Event Report	10 Days After Industry Day

**2.3 Reference Line Item 0003 – Planning and Logistics Support for Acquisition Conference**

**Note: This event is scheduled to be held in New Orleans, LA.  
The number of physical attendees is approximately 300 - 500.**

Conference coordination services are required in support of the planning, organizing, marketing and staffing the inaugural 2009 DHS Acquisition Conference. The conference will be scheduled to run for three and half days in May or June 2009.

The primary goal of the conference is to strengthen the DHC acquisition community by providing a forum which addresses current procurement and acquisition issues, including featured speakers (government and industry leaders) and breakout sessions for special interests.

The contractor shall provide pre-event strategic planning, on-site support and logistics management, and post-event support and evaluation.

**Pre-Event Strategic Planning:**

**Kick-Off Meeting.** The contractor shall conduct a kick-off meeting with the DHS Contracting Officer Technical Representative (COTR) within 5 days of award. The contractor and COTR shall discuss the contractor's plan for providing pre-event strategic planning, on-site support and logistics management, post-event support and evaluation and required deliverables.

**Space Location.** The contractor shall locate a minimum of three locations for review and approval by the COTR. The contractor shall reserve the spaces required once approval is granted by the COTR. The task order funding is inclusive of the funding for this space and all conference support, facilitation, etc.

**Outreach Strategy and Stakeholder Coordination.** The contractor shall submit its proposed outreach strategy to the COTR for review and approval no later than 10 days after award. In coordination with the COTR, the contractor shall interface with the DHS acquisition community, including the ten HCAs, the Program Management Council and key stakeholders within the Office of the Chief Procurement Officer. The contractor shall solicit input on proposed agenda items, analyze the responses for common needs, and develop draft objectives. The contractor shall draft an agenda in response to the objectives that includes featured speakers, topics, and outcomes for each agenda area.

**Website and Attendee Registration.** The contractor shall develop a secure, readily accessible website for the DHS Acquisition Conference. The website shall include a welcome page, conference agenda, presenter's biographies, a link to the meeting site, event evaluation form, and hotel and vicinity information. A link to the company's registration site will be provided under the DHS Open For Business Website ([www.dhs.gov/openforbusiness](http://www.dhs.gov/openforbusiness)). The contractor shall also develop an online Acquisition Conference registration for attendees. The registration page shall include attendee name, telephone and facsimile numbers, email address and mailing address. The contractor shall regularly monitor and update the website as needed and all updates shall be review and approved by the COTR prior to posting on the website.

**Material Development and Production.** The contractor shall develop graphic designs for conference folders, signs and presentation materials. The contractor shall work in collaboration with the presenters, whose names and contact information will be provided by the COTR, to develop their presentation materials. The contractor shall provide to the



COTR at least 14 days prior to the event, a draft version of the attendee information package which shall include a name badge, note pad, evaluation form, locality map and presenters materials. Upon review and approval of the information package by the COTR, the contractor shall ship all materials to the event location.

**On-Site Support and Logistics Management:**

**On-Site Participation.** The contractor shall provide staff to facilitate the Acquisition Conference. The contractor personnel shall staff a registration area to distribute the conference information packages for both days. The contractor shall ensure that the required audiovisual/computer equipment (e.g. projectors, screen pointers, and other presentation aides) is provided.

**Post-Event Support and Evaluation:**

**Post Presentations.** The contractor shall post conference presentations on the contractor's company website at the conclusion of the conference for a period of 7 days after the event to allow users to download. A link will be provided from the DHS Open For Business Website ([www.dhs.gov/openforbusiness](http://www.dhs.gov/openforbusiness))

**Post-Event Report.** The contractor shall produce and deliver a post-event report within 10 days after Industry Day. The report shall include a compilation, summary and analysis of the evaluations submitted by the attendees to determine lessons learned and best practices for future consideration.

**Deliverables:**

ITEM	DELIVERABLE / EVENT	DUE BY
1	Kick-Off Meeting	5 Days After Award
2	Outreach Strategy	10 Days After Award
3	Material Development and Production	14 Days Prior to the Acquisition Conference
4	Post-Event Report	10 Days After Industry Day

**SECTION II  
PACKAGING AND MARKING**

**1.0 MARKING AND DELIVERY**

The Contractor and the Contracting Officer's Technical Representative (COTR) will finalize the method in which Report Deliverables are to be submitted and marked for delivery. Report Deliverables may be required to be submitted electronically and in hard copy. At a minimum, all Reports/Deliverables should reference the Task Order number for reference.

**2.0 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 use 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 must be submitted using the *DHS Official Seal Usage Approval* form. A copy of this form may be requested from the Contracting Officer. 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, Luigi Crespo ([Luigi.Crespo@DHS.GOV](mailto:Luigi.Crespo@DHS.GOV)) and to the Contracting Officer.

**SECTION III  
INSPECTION AND ACCEPTANCE**

**1.0 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

This Solicitation document and subsequent Task Order shall incorporate one (1) or more clauses by reference, with the same force and effect as if they were given in full text, in accordance with the clause at FAR 52.252-2, "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. 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>.

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.246-6	Inspection Of Services-Fixed Price	Aug 1996

**2.0 INSPECTION, ACCEPTANCE AND RECEIVING REPORT**

An inspection, acceptance and receiving report shall be signed by an authorized government representative to evidence receipt, inspection and acceptance. The report shall be completed at the place(s) specified in the Task Order for Government receipt and acceptance. DHS Form 700-21, Material Inspection and Receiving Report, may be used for this purpose. Other forms/formats are acceptable if they contain: (1) Date; (2) Contract/Task Order Number; (3) Modification Number; (4) Contractor's Name; (5) Date items received or date recurring payment due; (6) Location where items were delivered or Contractor's performance; (7) Confirmation that all the requirements have been inspected, received and accepted and meet the terms of the Contract/Task order except as noted below; (8) List the requirements that were not accepted and/or the deductions made and state the reason why; (9) Total amount of deductions; (10) Signature of authorized government representative; (11) Title of authorized government representative; and (12) Date signed.

DHS inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

DHS/Washington, D.C.

or at any other location designated by the COTR where the services are performed and reports and deliverables or outputs are produced or submitted. The COTR listed in Section VI has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

**SECTION IV  
DELIVERIES OR PERFORMANCE**

**1.0 PERIOD OF PERFORMANCE**

Line Item 0001 – commencing upon contract award and running through the October conference, culminating with the After Action Report. Conference days are anticipated to run from 8:30 am to 6:00 pm.

Line Item 0002 – commencing upon contract award and running through the December Industry Day, culminating in an After Action Report. Industry Day is anticipated run from 8:30 am to 5:00 pm each day.

Line Item 0003 – commencing upon contract award and running through the Acquisition Conference, culminating in an After Action Report. Day one will run from 12:00 pm to 6:00 pm, Days 2 two and three will run from 8:00 am to 6:00 pm and day four will fun from 8:00 am to 12:00 pm.

**2.0 GSA MASTER CONTRACT APPLICABILITY**

The performance period of this Task Order may not extend beyond the Contractor's GSA master contract performance period.

**3.0 PLACE OF PERFORMANCE**

The primary place of performance will be at the Contractor's or subcontractors facilities and conference locations.

**4.0 GOVERNMENT HOLIDAYS:**

Holidays observed by the Federal Government:

New Year's Day - 1 January  
Martin Luther King's Birthday - Third Monday in January  
President's Day - Third Monday in February  
Memorial Day - Last Monday in May  
Independence Day - 4 July  
Labor Day - First Monday in September  
Columbus Day - Second Monday in October  
Veterans Day - 11 November  
Thanksgiving Day - 4th Thursday in November  
Christmas Day - 25 December

If a holiday falls on Sunday, the following Monday will be observed as the legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a legal holiday by U.S. Government agencies.

Also included would be any other day designated by Federal Statute, Executive Order or designated by a President's Proclamation.

It is understood and agreement 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 to compensation except as set forth within this Task Order. If the

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Contractor believes that an unplanned absence has an impact on the price or period of performance it should notify the contracting officer.

**SECTION V  
CONTRACT ADMINISTRATION DATA**

**1.0 SUBMISSION OF INVOICES - SINGLE PAYMENT OFFICE**

Invoices shall contain the information required by FAR 52.232-25, Prompt Payment, including the (1) GSA contract number (2) Task Order number, (3) applicable contract line item number(s).

Invoices shall be submitted to the Contracting Officer, Contracting Officer's Technical Representative (COTR), and the U.S. Department of Homeland Security, DOB Branch.

**2.0 CONTRACTING OFFICER**

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

The Contracting Officer is:

E. Darlene Bullock  
U.S. Department of Homeland Security  
Office of Procurement Operations  
Room 3051  
Building 410  
245 Murray Lane, SW  
Washington, D.C. 20528  
Phone: 202-447-5543  
Fax: 202-447-5545  
E-mail: [Darlene.Bullock@dhs.gov](mailto:Darlene.Bullock@dhs.gov)

**3.0 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

The Contracting Officer may designate a Technical Representative (COTR) to assist in monitoring the work under the resulting Task Order. The COTR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COTR IS NOT authorized to change the scope of work or specifications as stated in the Task Order, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms or conditions.

The COTR is:

Chris Armstrong  
U.S. Department of Homeland Security  
Office of the Chief Procurement Officer  
Building 410  
245 Murray Lane, SW  
Washington, D.C. 20528  
Phone: 447-5258  
Fax: 202-447-5310  
E-mail: [Chris.Armstrong@dhs.gov](mailto:Chris.Armstrong@dhs.gov)

**SECTION VI  
SPECIAL REQUIREMENTS**

**1.0 LOGISTIC SUPPORT**

DHS will make meeting space available when required.

A variety of information will be provided by the Government to the Contractor on an as-needed basis. The Government will provide background information on the participants and discussion items on or before 30 - 45 days prior to the conferences and assist with the scheduling of phone conversations with the HCAs.

**2.0 LANGUAGE REQUIREMENTS**

The Contractor shall have sufficient English language proficiency to perform technical services.

**3.0 IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING**

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

**4.0 DISCLOSURE OF INFORMATION**

Contractors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or The Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this Task Order and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the Task Order.

In performance of this Task Order, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that 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 information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their 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 intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a

crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

## **5.0 SECTION 508 COMPLIANCE**

Section 508 refers to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d). Section 508 assessments are required of all systems and are intended to ensure that individuals with disabilities have comparable access to and use of information and data comparable to the access provided to individuals without disabilities (unless this would pose an undo burden on the Federal Agency). The assessment is not to include physical access at any defined-benefit technology solution-related site. The 508 assessment shall be performed by OPM. The successful Contractor must make accessible to the Government, or its designee, information systems residing in the Contractor's (or as appropriate subcontractor's) facilities that support the operations and assets of the Government as part of this Task Order, so that the 508 assessment may be performed.

All Electronic and Information Technology (EIT) procured through this Task Order must meet the applicable accessibility standards at 29 USC 794d and 36 CFR 1194, unless an exception to this requirement exists as determined by the Government. See 29 USC 794d at <http://www.section508.gov/index.cfm?Fuseaction=Content&ID=12>, and 36 CFR 1194 implementation Section 508 of the Rehabilitation Act of 1973, as amended, at [http://www.access-board.gov/sec508/508\\_standards.htm](http://www.access-board.gov/sec508/508_standards.htm) - PART 1194).

The following standards are applicable to this procurement:

1. 1194.21 Software applications and operating systems.
2. 1194.22 Web-based intranet and Internet information and applications.
3. 1194.23 Telecommunications products.
4. 1194.24 Video and multimedia products.
5. 1194.31 Functional performance criteria.
6. 1194.41 Information, documentation and support.

NOTE: The 508 standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

## **6.0 NONPERSONAL SERVICES**

The services required under the Task Order constitute professional services. Under this Task Order the Government will obtain professional services, which are essential to the mission but not otherwise available within.

The Government will neither supervise Contractor holder employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage their employees and to guard against any actions that have the nature of personal services, or give the perception of personal services. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's further responsibility to notify the Contracting Officer immediately.

These services shall not be used to perform work of a policy/decision making or management nature. All decisions relative to programs supported by Contractor's will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.



## **7.0 QUALIFICATIONS OF EMPLOYEES**

The Contracting Officer may require dismissal from work of those Task Order employees deemed incompetent, careless, unsuitable or otherwise objectionable, or whose continued employment he/she deems contrary to the public interest or inconsistent with the best interest of national security. The Contractor must fill out, and cause each of its employees on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons.

## **8.0 STANDARDS 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 his employees as may be necessary. The contractor is also responsible for ensuring that his employees do not disturb paper on desks, open desk drawers or cabinets or use Government telephones except as authorized.

If due to the fault or neglect of the contractor, his agents, or employees, any Government property, equipment, stock, or supplies are lost or damaged during performance of this task order, the contractor shall be responsible for such loss or damage and the Government, at its option, may either require the contractor to replace all property or to reimburse the Government for the full value of the lost or damaged property.

The contractor is responsible for maintaining assigned space(s) in a clean and orderly fashion during the course of this task order. Furniture as may be assigned to the space(s) shall remain in place and not removed from areas. All telephones are for conducting official Government business only. The contractor is responsible for exercising control over all supplies, materials, and equipment of a personal or company nature.

## **9.0 TRAVEL AND PER DIEM**

Travel must be pre approved by the COTR and/or the Contracting Officer and will be reimbursed in accordance with the Federal Travel Regulations. Reimbursement of local travel and commuting expenses are not authorized.

**SECTION VII  
CLAUSES**

The Contractors GSA Schedule 541 clauses are incorporated into this Task Order. This Task Order also 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://acquisition.gov/comp/far/index.html> or for DHS specific clauses at <http://farsite.hill.af.mil/VFHSAR1.htm>

<b>Clause</b>	<b>Title</b>	<b>Date</b>
	<b>DHS Clauses/Provisions</b>	
3052.204-71	Contractor Employee Access (ALT I)	June 2006
3052.209-70	Prohibition on Contracts with Corporate Expatriates	June 2006
3052.242-71	Dissemination of contract information	Dec 2003
3052.242-72	Contracting Officer's Technical Representative	Dec 2003
	<b>Additional FAR Clauses</b>	
52.204-2	Security Requirements	Aug 1996
52.217-8	Option to Extend Services	Nov 1999
52.224-2	Privacy Act	April 1984
52.227-14	Rights in Data—General (ALT IV)	Dec 2007
52.228-5	Insurance – Work on a Government Installation	Jan 1997

**HSAR 3052.228-70 INSURANCE (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).

**SECTION IIX**  
**LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**Attachment J-1 – Employee/Contractor Non-Disclosure Agreement Form** (The Contractor must complete the form at both the organizational level and the personnel level. All completed forms must be returned to the COTR with a copy sent to the Contracting Officer)

**ATTACHMENT J-1**

**Employee/Contractor Non-Disclosure Agreement Form**

**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:	<b>Protected Critical Infrastructure Information (PCII)</b>
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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:	<b>Sensitive Security Information (SSI)</b>
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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:	<b>Other Sensitive but Unclassified (SBU)</b>
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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.

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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:

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:

Signature: