

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
 0-4-TR-DO-DH-A05 001
 PAGE 1 OF 7

2. CONTRACT NO. GS-35F-4506G
 3. AWARD.EFFECTIVE DATE See Block 31c
 4. ORDER NUMBER TIRNO-04-Z-00010
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME CAROL D BACON
 b. TELEPHONE NUMBER (No collect calls) 202-283-1288
 8. OFFER DUE DATE LOCAL TIME

9. ISSUED BY Internal Revenue Service
 6009 Oxon Hill Road, Suite 500
 Oxon Hill, MD 20745
 CODE IRS0088
 10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: %FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS:
 SIZE STANDARD:
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP
 12. DISCOUNT TERM
 Discount: 0 %
 Days: 0
 Net Due: 30

15. DELIVER TO DEPT OF HOMELAND SECURITY
 OFFICE OF CHIEF HUMAN CAPITAL OFFICER
 1201 NEW YORK AVE, NW SUITE 1300
 WASHINGTON, DC 20005
 Randy Kruger 202-310-1010
 CODE 20005103
 16. ADMINISTERED BY Internal Revenue Service
 6009 Oxon Hill Road, Suite 500
 Oxon Hill, MD 20745
 CODE IRS0088

17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. (NGI)
 8110 GATEHOUSE ROAD
 FALLS CHURCH, VA 220421210
 CODE 00146097 FACILITY CODE
 18a. PAYMENT WILL BE MADE BY DEPT OF HOMELAND SECURITY
 UNDERSECRETARY OF MANAGEMENT
 ATTN: NANCY OSTROWSKI
 WASHINGTON, DC 20528
 CODE 20005104
 TELEPHONE NO. 703-620-8523 Misty Merlin

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 (US\$)	24. AMOUNT (US\$)
	SEE ATTACHED SCHEDULE				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON INDIVIDUAL TASK ORDERS
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 0.00

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 (3) 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: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
Misty Merlin-Damvakaris
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Cynthia R. Mitchell
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
 Misty Merlin-Damvakaris
 Contracts Manager, NGC, FES/S&IS
 30c. DATED SIGNED
 01-Jul-2004
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
 CYNTHIA R MITCHELL 202-283-1126
 31c. DATE SIGNED
 6/29/04

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*Department of Homeland Security
Office of the Chief Human Capital Officer*

*Human Resources Management System
Design and Implementation*

1.0 Blanket Purchase Agreement (BPA) Terms and Conditions

The establishment of this BPA is made available through the use of the General Services Administration (GSA), Federal Supply Schedule for, Schedule 70, Contract No. gs-35f-4506G. All task orders issued pursuant to this BPA, are subject to the terms and conditions below. In the event of an inconsistency between the provisions of this BPA, and any task order issued pursuant to this BPA, the provisions of this BPA will take precedence. The provisions of this BPA shall not be inconsistent with the terms of the GSA schedule contract.

The establishment of this Blanket Purchase Agreement (BPA) creates no obligation on the part of the Government to place any task orders. The Government is obligated only to the extent of authorized purchases actually ordered under this BPA.

Estimated Value: The Government estimates, but does not guarantee that this BPA agreement may reach a maximum of \$175 million, of which \$120 million has been requested in the President's Budget for FY 2005. This BPA does not obligate any funds. Any funds will be obligated upon award of task orders.

Term: From date of award for a period of one year with two twelve-month option years. This BPA expires within three years from the date of award, or at the end of the GSA contract period, whichever is earlier.

1.1 Authorized BPA Users

On behalf of DHS, the following office is hereby authorized to place orders under this BPA:

Internal Revenue Service
Office of Procurement
6009 Oxon Hill Rd.
Oxon Hill, MD 20745

All BPA and Task Order administration will be accomplished by this same office.

1.2 Administrative Contracting Officer

The Contracting Officer designated for administering this Blanket Purchase Agreement (BPA) is:

Cynthia R. Mitchell

VOICE: (202) (b) (6)

FAX: (202) 283-1099

email: (b) (6)

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this BPA, and notwithstanding any clauses contained elsewhere in this BPA, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the BPA/task order price to cover any increase in cost incurred as a result thereof.

1.3 Contracting Officer's Technical Representative (Lead COTR)

The Contracting Officer's Technical Representative (COTR) designated for this BPA is:

Randy Kruger

VOICE: 202- (b) (6)

FAX: email: (b) (6)

The COTR will represent the Contracting Officer in the administration of technical details within the scope of this BPA. The COTR is also responsible for the final inspection and acceptance of all reports and such other responsibilities as may be specified in the BPA and subsequent task orders. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government.

The COTR will provide guidance and support to appointed Government Task Managers in the overall administration of technical details within the scope of this BPA and subsequent task orders. The COTR must approve all task orders and task order modifications prior to their issuance by the Contracting Officer. In addition, the COTR will approve all assigned Contractor personnel and changes to Contractor personnel as described in the statement of work. Any technical issues which cannot be resolved between the Government Task Managers and the Contractor will be escalated to the COTR for resolution. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government.

All changes/modifications to the requirements of this BPA must be approved by the COTR prior to award by the Administering Contracting Officer.

The COTR does not have authority to alter the Contractor's obligations or to change the BPA or task order specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify BPA or task order obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer. The COTR assignment for this BPA may be changed at any time by the Government without prior notice to the Contractor. The Contractor will be notified of the change.

1.4 Project Manager

The Contractor's designated Project Manager for this BPA is:

Nancy Tomford

VOICE: (703) 328-1421

email: nancy.tomford@ngc.com

The Project Manager for this BPA shall have the authority to make any, technical, hiring and dismissal decisions, or special arrangements regarding this BPA. The Project Manager shall be responsible for the overall management and coordination of this BPA and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager or designated representative shall respond within four work hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

1.5 Invoicing

Unless otherwise agreed to, all deliveries under this BPA shall be accompanied by delivery tickets or sales slips that must contain, at a minimum, the following information:

- Name of Contractor;
- Contract number;
- BPA number;
- Labor category;
- Call or Task Order number;
- CLIN or SCLIN;
- Date of Order;
- Quantity, unit price, and extension of each item;
- Performance period;
- Interim payment period, payment for partial delivery if applicable;
- Prompt payment discounts; and
- Listing of hardware repairs, replacements, and respective locations.

An itemized invoice shall be submitted on a per task order basis or upon expiration of this BPA, whichever occurs first, for all services performed or deliveries made during a billing period and for which payment has not been received. The requirements of a proper invoice are as specified in the Contractor's GSA Schedule Contract. One copy of the invoice shall be submitted to the payment office designated on each task order. One copy of the invoice shall be submitted to the Contract Administrator designated on the task order and one copy to the Contracting Officer's Technical Representative (COTR) designated in this BPA.

1.6 Organizational Conflict of Interest

1.6.1 Definitions

- “Organizational Conflict of Interest” (OCI) means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the Contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- “Person” as used herein includes individuals, Subcontractors, team members, consultants, corporations, partnerships, joint ventures and other business relationships.
- “Contract Instrument” includes a Contract, BPA, modification and Task Order.
- “Contractor” includes the Contractor, any Subcontractor, consultant or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor.

1.6.2 General

The Contractor understands and shall comply with all requirements in Federal Acquisition Regulations (FAR) 9.5 and shall comply with the following agency requirements.

The Contractor warrants at the time of award that to the best of its knowledge and belief, and except as otherwise disclosed in accordance with 2.6.3 of this document, that no person as defined in 2.6.1 has any Organizational Conflict of Interest, as defined in 2.6.1, which would affect the Contractor’s ability to perform the work under the Contract.

The Contractor agrees that if after award of this Contract instrument, an actual or potential Organizational Conflict of Interest arises, FAR 9.5 will govern the actions of the Government and the Contractor. The goal of all actions will be to avoid all conflicts of interest, avoid prejudicing the best interest of the Government, and avoid prejudicing the right of the Contractor to participate in procurements (current or future) that are the subject of any work under this Contract.

A conflict of interest for the prime Contractor, before or after award, shall automatically disqualify all persons associated with the Contractor from bidding or performing any affected work. After disclosure of the actual or potential Conflict of Interest as required in 2.6.3, the Chief Procurement Officer (CPO) may authorize bidding and/or performance of work notwithstanding an Organizational Conflict of Interest.

The Contractor shall promptly notify the CO, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in Order to ensure proper safeguards exist to guarantee objectivity and to protect the Government’s interest.

The Contractor further agrees that, during the performance of this Contract instrument and for a period of three (3) years after completion of performance of their work, the Contractor shall not participate in a competitive procurement prohibited under FAR 9.505-1 through 9.505-4. However, with the authorization of CPO, the Contractor may be authorized to compete for such procurements subsequent to an intervening procurement. This provision applies to all Task Order competitions, Delivery Order competitions and Contract competitions where the Contractor has prepared any

portion of the Statement of Work, has source selection information, or the resulting instrument requires the Contractor to evaluate its own products or services.

Notwithstanding 2.6.3, if the Contractor takes any action prohibited by this clause or fails to take action required by this clause, the Government may terminate this contractual instrument (e.g. BPA or Task Order) for default.

The CO's decision as to the existence or nonexistence of an actual or potential OCI shall be final.

Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this Contract; nor shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sales of catalogs or standard commercial items are exempt from this requirement.

The Contractor shall include this requirement in all Subcontracts, teaming agreements, or other contractual relationships with persons, which may have access to information or be involved in situations/conditions covered by the preceding paragraphs, substituting "Subcontractor" for "Contractor" where appropriate.

The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this Contract.

Compliance with this clause is a material requirement of this Contract.

1.6.3 Mitigation

The Contractor agrees whenever an actual or potential OCI is discovered, it shall make immediate and full disclosure in writing to the CO. The disclosure shall include at least:

- Full disclosure of all the relevant facts;
- Description of the actual or potential conflict of interest;
- Discussion of how the conflict of interest would be mitigated, avoided, or neutralized;
- Any effects on the quality and timeliness of supplies or services to be delivered under the mitigation plan;
- Cost of the mitigation, avoidance or neutralization; and
- All other information requested by the CO to determine the existence and appropriate resolution of the OCI.

The information shall be submitted to the Contracting Officer for review and CPO approval of any mitigation plan. No further work will be done or charged until the Contractor is directed to do so by the CO. If a mitigation plan is accepted as a means to avoid, mitigate or neutralize an actual or potential OCI, it shall be added to the contractual instrument at inception or by bilateral modification.

Notwithstanding this notification, the Government may terminate any affected instrument (e.g. Task Order or the entire BPA) for the convenience of the Government if determined to be in the best interest of the Government

1.7 Place of Performance

The majority of the work will be performed onsite at the OCHCO program offices located at 1201 New York Ave, NW, Washington DC.

1.8 Period of Performance

The performance period for the overall Blanket Purchase Agreement shall be 3 years (including option years), to begin upon date of award.

1.9 Travel

The Government anticipates that there may be some limited travel on the part of the Contractors outside the Washington, DC, and metropolitan area. Task Orders will specify travel requirements, if applicable. This limited travel, if necessary, will be at rates established by Government travel regulation. Local travel will not be reimbursed. All Contractor travel and per diem expenses are subject to Government travel management policy and Federal Travel Regulation, and reimbursable in accordance with current allowances as specified on the GSA website.

1.10 Security Requirements

The Department of Homeland Security (DHS) has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to sensitive DHS information, and that the Contractor will adhere to the following.

Suitability Determination

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the 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 assigned to the contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

Contract employees awaiting 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.

Background Investigations

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing 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 Security Office. Prospective Contractor employees shall submit the following completed forms to the Security Office through the COTR no less than 30 days before the starting date of the contract or 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)
- Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement
- Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the 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. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to or development of any DHS IT system. DHS will consider only U.S. Citizens and LPRs for employment on this contract. DHS will not approve LPRs for employment on this contract in any position that requires the LPR to access or assist in the development, operation, management or maintenance of DHS IT systems. By signing this contract, the contractor agrees to this restriction. In those instances where other non-IT requirements contained in the contract can be met by using LPRs, those requirements shall be clearly described.

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The Security Office may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to DHS' Security Office. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The Security Office must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the Security Office through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

Information Technology Security Clearance

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub.*. 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).

Information Technology Security Training and Oversight

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO)

1.11 Government Furnished Property (GFP)

Government-furnished property (GFP) may be furnished during the performance of this Blanket Purchase Agreement. A listing of all GFP will be provided by task order. The Contractor shall ensure proper handling and use of GFP during contract performance in accordance with FAR clause 52.245-2 Government Property –Fixed Price Contracts

1.12 Key Personnel

Key personnel on the BPA are defined as the Contractor's BPA Program Manager (PM) and Lead Organizational Change Manager, as well as personnel on an individual Task Order that the Contractor has designated as being essential and the Government has accepted as "key" to the work performed. Key personnel shall be available to support the requirements of Orders issued under the BPA and ensure that all work performed meets the requirements set forth in the Order.

1.12.1 Substitution or Diversion of Key Personnel

The personnel specified as key personnel in a given Order are considered essential to the work performed under the BPA. The Contractor shall not substitute key personnel without written permission of the CO. Before substituting or replacing the specified individuals, the Contractor

shall notify the CO no less than 60 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 proposed substitutions shall possess qualifications equal or superior to those of the key person(s) being replaced. The Contractor shall make no diversions or substitutions without the written consent of the CO. The list of key personnel set forth in this clause may be amended from time to time during the BPA either to add or delete personnel to the Order or BPA itself, as appropriate.

In the event that a change in key personnel is caused by an individual's sudden illness, death, or termination of employment, the Contractor shall promptly notify the CO and provide the information required by the key personnel clause.

1.12.2 Designation of Key Personnel by Order

The Government reserves the right to identify or require the designation of key personnel in any Order during BPA performance.

1.12.3 Employment of Key Personnel

The Key Personnel designated in Section 2.12 shall be full-time employees of the Contractor team (i.e., either the prime Contractor or Subcontractors, if any are proposed) at the time of BPA award. The Contractor shall furnish the name, phone number, and resume of those personnel and other pertinent information as required by the Government at the time of award. All other key personnel shall be full-time employees of the Contractor team (i.e., either the prime Contractor or Subcontractors, if any are proposed) at the time of BPA award. If the Contractor proposes to use any individuals to fulfill key positions who are not current employees of the Contractor's team, then the Contractor shall furnish a letter of commitment signed by the individual which clearly states their availability for employment and their commitment to accept employment if approved/selected by the Government.

1.13 Non-Disclosure Statement

All contractor employees who will have access to financial, commercial, privileged, or confidential information received in connection with this BPA are required to sign the following statement prior to having access to the information. The contractor is responsible for ensuring the statements are completed and forwarded to the designated COTR.

NON-DISCLOSURE STATEMENT Employees of

I certify that I will make no unauthorized disclosure or release of any financial, commercial, privileged, or confidential information concerning the government, any person or firm and any subcontractor involved in this effort.

This includes the partial or complete contents of any document or meeting which includes financial, commercial, privileged, or confidential information, provided in connection with the program. It also includes any evaluations of products, plans or revisions which include such information.

I further certify that I will not discuss with any unauthorized person findings or decisions, contractors' approaches, or any data generated during the contracting and program management processes.

I understand that disclosure of individual and corporate cost data to Government Task Managers (GTMs), Technical Points of Contact (TPOCs), users and others is always unauthorized except in the rare instance where disclosure may be specifically allowed by the contracting officer on a case-by-case basis, despite of the otherwise legitimate needs of GTMs, TPOCs, users and others.

I understand that unauthorized disclosure of any financial or commercial, privileged or confidential information concerning any person of firm may subject me to disciplinary or adverse administrative action.

Print Name: _____ Date: _____
Signature: _____ Title: _____

1.14 Section 508 Requirements

The following minimum clause is referenced, and applies to the Order(s) to be issued as a result of this acquisition.

39.203(b) and (c) (2) for Electronic and Information Technology; Compliance with Section 508 of the Rehabilitation Act of 1973, 1988 Amendments.

Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities and members of the public with disabilities seeking information or services from a Federal agency, have comparable access to and use of information and data as employees and members of the public who have no disabilities, unless an undue burden would be imposed on the agency. By submitting a bid or offer in response to this solicitation, the Contractor makes an affirmative statement that the product or services to be provided are in compliance with the Electronic and Information Technology Accessibility Standards (36 CFR 1194) as specified in the Statement of Objectives (SOO) or in the appendices.

1.15 Clauses

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment

information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment;
or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause.

Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment

of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

IR1052-01-001 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief

Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act.

Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to:

Internal Revenue Service
Office of Financial Applications Support and Technology
P. O. Box 3339,
Cincinnati, Ohio 45201-3339
Or Fax to: (513) 263-5020

The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology, points of contact, Joan Aker or Nancy Estep at (513) 263-5069/5055, if not included in this solicitation/award.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to: CFOBFC.CCRPaymentinformation@irs.gov

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended. Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology at telephone (513) 263-5069/5055 or e-mail Nancy.V.Estep@irs.gov or Joan.Aker@irs.gov. Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and contractors must obtain the waiver from EFT payments, prior to award being made.

IR1052-01-002 PAID SYSTEM

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access. Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (b) (6)

1.16 Contractor Teaming Arrangement

The GSA Federal Supply Schedule contractor awarded this BPA has proposed and the Government has accepted a "Contractor Teaming Arrangement" as defined by the provisions of the GSA Schedule Contract. This arrangement provides a combination of multiple vendors providing services that are currently under their respective Federal Supply contracts in order to meet the requirements of this BPA. All participants in the teaming arrangement are currently Schedule contractors and must remain so throughout the term of the BPA. The terms and conditions of the lead contractor's existing GSA schedule shall apply to this BPA. The lead contractor shall be the primary point of contact and the responsible entity for all aspects of this BPA and subsequent task orders issued.

The lead contractor will develop, propose, negotiate, award and administer all task orders issued under this BPA regardless of the extent work is performed by other teaming partners. The prime is fully responsible for all contract performance and all payments for services rendered and accepted by the Government will be provided to the prime contractor. Proposals developed for task orders issued under this BPA shall specify the teaming partner, labor category, labor rates for each element of work ordered. Labor category and rates for each teaming partner are identified in Section 3 and shall be used for all task orders issued under this BPA.

The following lists the teaming partners and their respective GSA schedule contracts:

Prime Contractor/Team Lead:

Northrop Grumman

Information Technologies Schedule 70

GS-35F-4506G

Teaming Partners:

BearingPoint	Schedule 70	GS-35F-4338D
BearingPoint	MOBIS	GS-23F-9796H
GRA	MOBIS	GS-23F-8119H
Watson Wyatt Worldwide	MOBIS	GS-10F-0170P
STG International, Inc.	Schedule 70	GS-35F-5873H
Spectrum Solutions, Inc.	Schedule 70	GS-35F-0017P

2.0 Statement of Objectives (SOO)**2.1 Overview**

The Department of Homeland Security (DHS) was formed in March 2003 through the consolidation of 22 domestic agencies into one coordinated department to protect the nation against threats to the homeland. The DHS organizational structure has five major directorates: Border and Transportation Security, Emergency Preparedness and Response, Science and Technology, Information Analysis and Infrastructure Protection and Management. In addition to the five directorates, several other critical agencies were folded into the new department or were newly created, including the U.S. Coast Guard, U.S. Secret Service, and Bureau of Citizenship and Immigration Service. Additional background information regarding DHS mission, resources, and component agency alignment is available at www.dhs.gov.

The Homeland Security Act of 2002 authorizes the Secretary of DHS and the Director of OPM to develop new human resources systems for the Department in the core areas of pay, performance management, classification, labor relations, adverse actions and appeals.

In April 2003, the Secretary and OPM Director assembled a design team composed of DHS managers and employees, HR experts from DHS and OPM, and representatives from the agency's three largest unions. The design team's mission (and resulting deliverable) was to develop a broad range of options for consideration by the DHS Secretary and OPM Director. The design team has assembled a considerable body of research on promising and successful HR policies and practices for private sector companies, non-profit organizations, state and local governments, and other federal agencies. In addition, the team conducted a review of selected literature and solicited input from a number of highly regarded experts in the HR systems discipline. Finally, the team conducted a series of Town Hall and focus group meetings around the country to obtain views on which systems are working well in DHS and which systems need improvement. These activities were completed in October and resulted in the identification of 52 options for a DHS Human Resources Management System. Background information on the design team and decision making process is available at http://www.dhs.gov/dhspublic/interapp/editorial/editorial_0345.xml

Decisions made by the Secretary and the Director, OPM are reflected in proposed regulations that were issued for public comment on February 20, 2004. Contents of the regulations provide an excellent summary of the process to date, as well as the proposed changes to HR policies and systems to be covered by this contract. Regulations can be viewed at:

<http://a257.g.akamaitech.net/7/257/2422/14mar20010800/edocket.access.gpo.gov/2004/04-3670.htm>.

This redesign effort is one of the most visible projects being undertaken in Homeland's formation. A successful redesign of core HR systems and services is of personal interest to Secretary Ridge, and the President, and is anticipated to be a cornerstone accomplishment for future government-wide civil service reform.

2.2 Scope

The OCHCO Human Resources Design and Implementation System (HRMS) program effort will encompass objectives that include the following disciplines:

1. Program Management/Integration
2. Pay, Performance, and Classification
3. Labor Relations, Adverse Actions and Appeals
4. Training, Communications and Organizational Change Management
5. Human Resources Information Technology
6. Shared Services

A full range of services, as related to envisioning and planning for a transformation of HR across the Department will be required. To accomplish this undertaking, the OCHCO may require support in the following types of activities:

Program Management/Integration

- Program management support and planning, reviewing, and leading the activities of a multidisciplinary team to design and monitor projects and studies related to DHS HR information technology, organization development, strategic workforce planning, and business process reengineering. Short-term emphasis will be placed on business process support for core design team efforts in pay, performance, classification, labor relations, adverse actions, and appeals.
- Leading and facilitating a variety of working groups to spawn creative thinking, solicit alternative innovative solutions, and reach consensus for complex organizational development issues.
- Monitoring program performance and adjusting assignments, sequencing priorities and schedules based on factors such as needs and requirements of customer organizations, system interrelationships, impact on operations, and Departmental requirements.

In-depth Functional Expertise (Pay, Performance, Classification, Labor Relations, Adverse Actions, Appeals)

- Providing cradle-to-grave implementation support required to deploy the new HRMS policies across the Department.
- Conducting advanced market research in the areas of compensation and performance management system reform. Concurrent with the public comment period on proposed DHS

regulations, the contractor will conduct and document detailed research around various reform proposals and their impact on DHS policy and HRMS implementation. Research will be for the purpose of teeing up key system design and policy issues and preparing the organization for implementation of final policy decisions once regulations are finalized. Detailed design for compensation and performance systems will be an initial priority.

- Supporting research and program support activities to support potential reform in the DHS labor and employee relations arena. Based on specific direction set forth in the published regulations, the contractors may assist the government in drafting notional operational procedures and implementation plans for a new labor and employee relations model.
- Assessing the impact of new programs and legislative changes on existing business systems, processes, and resources.

Training, Communications and Organizational Change Management

- Assisting in the establishment and execution of an overall training, communications, and organizational development plan to support the deployment of a new human resources management system within DHS, including an overall training strategy and delivery schedule and assistance with communications content and messaging. As a broad-sweeping change initiative, the HRMS redesign effort will require training and communications solutions that reach all DHS employees and managers, as well as more targeted communications/training approaches for DHS leadership and HR practitioners. A heavy emphasis will be placed on leadership training. Additionally, as one of the first Department-wide change initiatives requiring all employee training, DHS may require a wide range of contract support services to develop/identify a secure, unified training delivery system that will meet learning requirements beyond the HRMS.
- Presenting in meetings with high level officials from the Department, other agencies, vendors, and members of external organizations, which includes presenting results of assessments and studies that may be complex or controversial, negotiating agreements, and influencing approval and implementation of Department wide business solutions and system plans that accommodate objectives of the President's Management Agenda, e-Gov programs, and other such initiatives.

Human Resources Information Technology

- Assisting the CHCO and CIO organization in the formulation of an overall HRIT strategy to support the HRMS redesign, including business requirements and technology alternatives to meet the government's requirements for enterprise solutions and advanced, strategic technology solutions to support the HRMS redesign implementation and administration. Technology and reporting solutions to facilitate access to Departmental organizational data that will be required for the HRMS redesign will be an immediate priority. Support will be required for implementing recommended enterprise solution.
- Work with the CHCO and CIO's Office of Information Application Delivery to define functional requirements that serve as the basis for designing innovative technology solutions to accommodate the implementation of the new processes and enabling technology. This includes consolidating the 80 plus disparate legacy systems for HR transaction processing

through COTS enterprise solution and integrating “plug-in” technologies for strategic HR initiatives and services.

- Provide the CIO Enterprise Architecture team access to the information and artifacts required for building out the HRMS architecture and integrating it into the Department’s overall architecture
- Providing full life cycle management activities to support the implementation of HR enterprise technology across the Department, including potential modernization of all HRIT solutions and retirement of disparate, legacy applications.

Shared Services

Optionally, assisting the CHCO in consolidating the Department’s HR services by designing and implementing a shared services model, including establishing baseline metrics support.

The support areas identified above shall be performed in accordance with guidelines of applicable Department and Government-wide policies and standards.

2.3 OCHCO HRMS Process Design and Implementation Program Major Milestones

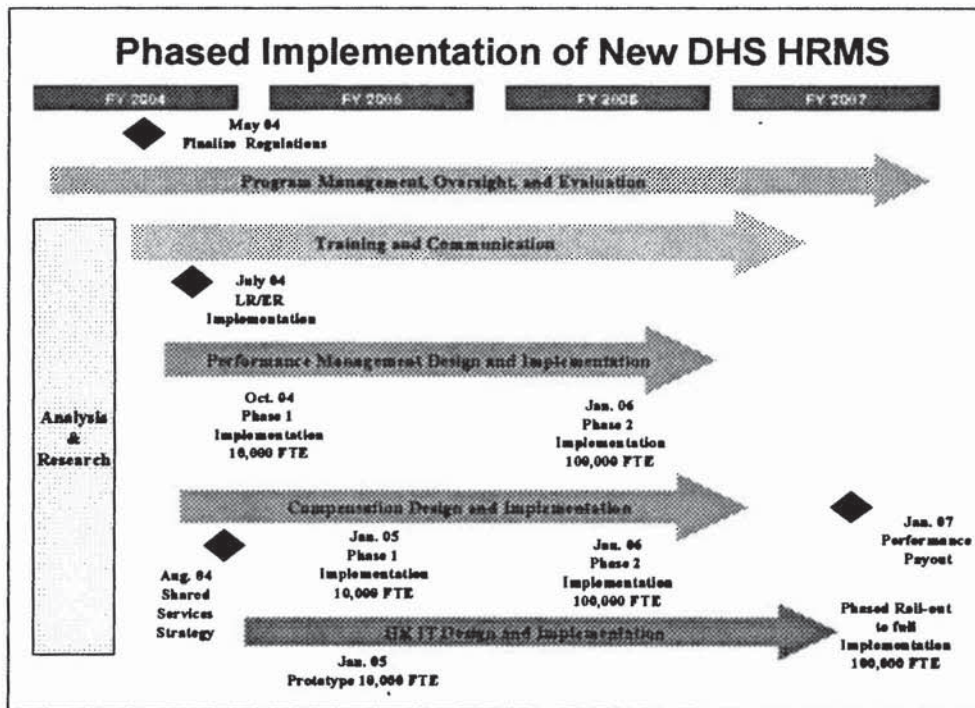
The overall requirement of this SOO and strategic objectives of the OCHCO is to implement the new HRMS regulations, processes, and enabling technology across the Department using creative and innovative strategies and solutions.

The proposed major milestones for this requirement include the **implementation of the new HRMS**:

1. ***Employee and labor relations*** regulations, policies, procedures, and operational components (e.g., Labor Relations Board) by July 2004.
2. ***Performance management*** regulations and processes across 2 organizational components (not to exceed 10,000 FTE) by October 2004. Full implementation across the remaining organizational components of the Department (an additional 100,000 FTE) will occur before or by October 2005.
3. ***Compensation*** regulations and processes across 2 organizational components (not to exceed 10,000 FTE) by January 2005. Full implementation across the remaining organizational components of the Department (an additional 100,000 FTE) will occur before or by January 2006.
4. ***Training, communications and change management*** materials to support full deployment of HRMS to the DHS workforce as a whole, as well as prototype organizations in particular. Deliverables will be on-going throughout the prototype, with key training and communications deliverables to support prototype deployment occurring by August 2004.
5. ***Interim HRIT reporting solution*** to facilitate access to Departmental organizational data that will be required for the HRMS redesign immediately following contract award.

6. **HRIT prototype solution** to support the new HRMS processes across 2 organizational components (not to exceed 10,000 FTE) by January 2005. Full implementation across the remaining organizational components of the Department (an additional 100,000 FTE) will occur before or by January 2007.

Exhibit 1 depicts the sequencing and milestones for the objectives identified above.



2.4 Partnering Philosophy

A major intent of this Statement of Objectives (SOO) is to create a “partnership” among OCHCO, OCIO and the contractor. OCHCO intends to structure the contract in a manner that ensures that the contractor’s goals and objectives are in alignment with those of the agency. Superior performance on the contractor’s part will directly and indirectly link to superior OCHCO mission accomplishment through the implementation of innovative HR transformation strategies that achieve timely breakthrough efficiencies. Within the context of the OCHCO/contractor partnership, OCHCO does not use the terms “partner” and “partnership” as legal terms. The OCHCO/contractor partnership will reflect the attributes of an open, collaborative, and customer-oriented professional relationship. In addition to meeting program objectives, the contractor is encouraged to:

- Establish timely and effective business partnerships with vendors to provide OCHCO with the appropriate level of expertise and experience.

- Effectively collaborate with and leverage subject matter expertise of OCHCO design team, which has been established to support the HRMS design and implementation objectives identified herein.
- Consistently take steps to understand OCHCO's crucial business issues and opportunities.
- Work with OCIO oversight to ensure alignment of the HR solution to the Departments technical direction (e.g. enterprise architecture, security, infrastructure, and enterprise solutions).
- Share the risks and responsibilities of joint implementations and initiatives.
- Ensure its products and services deliver tangible and meaningful business benefits.
- Work collaboratively with other contractors, government agencies, and business partners to ensure project success and identification of creative and innovative solutions.
- Resolve the complexities and difficulties that are characteristic of implementing, integrating, maintaining new business processes across a newly formed, diverse, and large organization.

Under a performance-based contract structure, contractor performance expectations will be linked to stated OCHCO strategic objectives and responsibilities as reflected in Section 3.2 and in the context of the proposed major milestones as stated in Section 3.3.

2.5 Approach, Deliverables, and Quality Requirements

OCHCO shall work with contractor personnel to provide guidance, direction, context, and review of relevant Government documents and contractor developed documents to meet the Objectives outlined above. The contractor, however, shall work jointly with DHS Departmental and component staff in designing policies, implementation plans, technology solutions and communications and training materials to support full deployment of DHS human capital flexibilities.

Each documentation, training material, or report delivered will be provided to the OCHCO as printed and an electronic document (Microsoft Word format). Each deliverable and all training material will be subject to review by the OCHCO office. Approval of any draft or intermediate deliverables and training materials, as applicable, by the designated COTR, which will occur within five (5) working days of receipt. The Contracting Officer's Technical Representative (COTR) will notify the contractor of any critical defect discovered in any deliverable or in the training material. Written deliverables and training materials are to be free of spelling errors or clerical defects and true in nature. Critical defects are defined as "Any defect that might mislead the Government in interpreting and understanding the written documentation."

Approval of any final documentation, training materials, or report deliverable by the COTR will occur within 15 working days of receipt. The contractor shall clarify any questions the COTR may have within 5 working days of notification by the Government. Only upon final approval of any final documentation, training materials, or report deliverable shall the contractor be authorized to proceed with any recommended actions provided by the contractor.

3.0 Rate Tables

Labor categories and labor rates to be used for all task orders issued under this Blanket Purchase Agreement (BPA). See attached listings.