

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 25

1. REQUISITION NUMBER: NOT Applicable  
PAGE OF: 1 16  
2. SOLICITATION NUMBER: [ ]  
3. SOLICITATION ISSUE DATE: [ ]

2. CONTRACT NO. KRF00FA-04-D-00001  
3. AWARD EFFECTIVE DATE: [ ]  
4. ORDER NUMBER: [ ]

7. FOR SOLICITATION INFORMATION CALL: **Paul Attorri**  
8. TELEPHONE NUMBER (No collect calls): **202-401-3099**  
9. OFFER DUE DATE (LOCAL TIME): [ ]

10. THIS ACQUISITION IS:  
 UNRESTRICTED  
 SET ASIDE  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 8(a)  
MAJOR: B17110  
PRICE STANDARD: 1,500  
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  
 USE SCHEDULE B  
12. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700)  
13. RATING: [ ]  
14. METHOD OF SOLICITATION:  
 RFQ  IFB  RFP

15. DELIVER TO: [ ]  
See Task Orders

16. ADMINISTERED BY:  
Department of Homeland Security  
Office of Procurement Operations  
248 Murray Drive  
Bldg. 410  
Washington DC 20528

17A. CONTRACTOR OFFEROR: **TKC COMMUNICATIONS LLC**  
CODE: 8728459410000  
FACILITY CODE: [ ]  
18. PAYMENT WILL BE MADE BY: **IAIP**

TKC COMMUNICATIONS LLC  
711 H STREET SUITE 510  
ANCHORAGE AK 995013457

Department of Homeland Security  
IAIP  
248 Murray Lane, SW  
Building 410  
Attn: Joe Stivers, Room 3110  
Washington DC 20528

19. TELEPHONE NO.: [ ]  
20. CHECK IF RESISTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER: [ ]  
21. SELECT ADDRESS TO ADDRESS SHOWN IN BLOCK 16a UNLESS BLOCK BELOW IS CHECKED.  USE ADDITIONAL

15. ITEM NO.	23. SCHEDULE OF SUPPLIES/SERVICES	24. AMOUNT		
		21. QUANTITY	22. UNIT	23. UNIT PRICE
	Tax ID Number: (b)(4) DUNS Number: 872845941+0000  The contractor shall provide administrative and programmatic support services in accordance with the Statement of Work and Task Orders.  Period of Performance: 06/21/2004 to 06/20/2009  (Use Reverse and/or Attach Additional Sheets as Necessary)			

25. ACCOUNTING AND APPROPRIATION DATA: See Task Orders  
26. TOTAL AWARD AMOUNT (For Govt. Use Only): **\$0.00**

27a. SOLICITATION INCORPORATED 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 INCORPORATED 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 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 REP. OFFER DATED: [ ] YOUR OFFER ON SOLICITATION (BLOCK 8), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: [ ]

30a. SIGNATURE OF OFFEROR/CONTRACTOR: *Frank Barone*  
30b. NAME AND TITLE OF SIGNER (Type or Print): **Frank Barone**  
30c. DATE SIGNED: **6-16-04**  
31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER: *Paul A. Attorri*  
31b. NAME OF CONTRACTING OFFICER (Type or Print): **Paul A. Attorri**  
31c. DATE SIGNED: **6-18-04**

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1448 (REV. 42008)  
Prescribed by GSA - FAR (48 CFR) 53.212

**SECTION B  
SUPPLIES OR SERVICES AND PRICE/COSTS**

B.1 This IDIQ contract is for a total of not-to-exceed \$25,000,000 over its five year period. All costs and prices will be negotiated on a task order basis. This contract itself does not order any supplies or services - that will be accomplished by task orders issued against the contract. The contractor shall not start any work until issuance of a task order from the Contracting Officer.

B.2 For Hardware/Software/Equipment, task order prices shall be a minimum of 2.0% off all hardware, software products, and other equipment as required that is on any General Services Administration's Federal Supply Schedule Contract current at time of Delivery Order issuance. The contractor will provide a specific price proposal for each Task Order Statement of Work furnished by the government. The contractor's proposal will indicate the discount off the current GSA schedule rate for the required products; established catalog or market rate for specific supplies or services performed under standard commercial terms and conditions.

B.3 For Labor Rates/Categories, task order Labor Rates proposed will not exceed the contractor's GSA Schedule Rates for categories approved and awarded on its schedule. Where Task Order Labor Rates and Categories are proposed by the contractor that are not on the contractor's GSA Schedule, the contractor agrees to demonstrate reasonableness by way of reference and by providing Market Research of other approved GSA Schedules for the specific labor rates and categories. Any applicable wage determinations required by the Service Contract Act will be performed prior to issuance of a task order for those services.

B.4 Required Travel: Any travel under this contract must be pre-approved in writing by the Contracting Officer or the Contracting Officer's Representative and in accordance with the Federal Travel Regulations. Additionally, travel costs shall bear no administrative fee by the contractor.

**SECTION C  
STATEMENT OF WORK**

See Attachment 1.

**SECTION D  
PACKAGING AND MARKING**

Packaging and marking requirements will be identified in the individual task orders.

**SECTION E  
INSPECTION AND ACCEPTANCE**

Inspection requirements for this contract are identified in clause 52.212-4, Contract Terms and Conditions -- Commercial Items. Any additional inspection and acceptance requirements will be determined for the individual task orders.

**SECTION F  
DELIVERIES OR PERFORMANCE**

F.1 This contract will be for a period of five calendar years from the date of issuance. The contract has a five year base period. There are no option years.

F.2 Delivery requirements for this contract are generally addressed in the SOW and in clause 52.212-4, Contract Terms and Conditions -- Commercial Items. Additional delivery requirements will be determined for the individual task orders.

**SECTION G  
CONTRACT ADMINISTRATION DATA**

**G.1 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE  
(DEC 2003)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(c) The COTR for this contract is:

Richard A. Russell  
Director, Information Sharing & Collaboration Program  
Department of Homeland Security  
(b)(6)

**G.2 PROJECT MANAGER**

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

Name: (b)(4)  
Phone:  
Fax:  
Email:

**G.3 ADMINISTRATIVE CONTRACTING OFFICER**

The Contracting Officer for administration of this contract/task order is:

Paul Attorri, 202-401-3099

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 contract, and notwithstanding any clauses contained elsewhere in this contract, 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 contract price to cover any increase in cost incurred as a result thereof.

#### **G.4 INVOICES**

(a) The original invoice shall be submitted to the Accounting Office designated below. To improve the timeliness of the inspection and acceptance of delivered goods and/or services and receipt of payment by the Contractor, copies of the invoice, clearly marked as information copies shall be submitted to the COTR and the Contract Administrator concurrently

Department of Homeland Security-Information Analysis and Infrastructure Protection  
245 Murray Lane, SW, Bldg 410  
ATTN: IAIP Business Office/James Bittner  
Washington, DC 20528

(b) Invoices shall include all the documentation required for the payment, depending on the applicable payment clause for the individual task order.

(c) Payment will be made based on receipt of a proper invoice and satisfactory contractor performance. The elements of a proper invoice are described at FAR 32.905. In addition to these items, the invoice must include (i) the award document number (it is the identifier that begins with "HSHQP"), (ii) the requisition/purchase request number (generally the number in block 4) and (iii) the name of the Contracting Officer's Technical Representative (COTR) or other receiving official.

#### **G.5 TASK ORDER PROCEDURES**

(a) The contractor will provide to the Contracting Officer a specific price proposal for each task order Statement of Work furnished by the government. Prices will be negotiated before award of each task order. Discounts established in Section B of this contract shall be applicable.

(b) Written task orders shall be issued by the Contracting Officer. The contractor shall not provide any services or supplies except as provided for in advance by a written task order signed by the Contracting Officer.

(c) All task orders issued under this contract shall be within the scope of the contract's Statement of Work.

(d) The combined value of all task orders issued under this IDIQ contract shall not exceed \$25,000,000.

#### **G.6 MINIMUM GUARANTEE**

The government shall place orders of at least \$2,000,000 total under this IDIQ contract.

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**H.1 ADDITIONAL SECURITY REQUIREMENTS - CLASSIFIED INFORMATION**

Additional security Requirements are contained in Attachment 2.

**H.2 PARTNERSHIP AGREEMENT BETWEEN THE SBA AND THE DEPARTMENT OF HOMELAND SECURITY**

(a) This contract and its subsequent task orders are being issued in accordance with the Partnership Agreement between the U.S. Small Business Administration (SBA) and the Department of Homeland Security. Even though the SBA is not identified in Section A of the contract, it is still the prime contractor on the contract.

(b) The DHS CO shall provide advance notice to the SBA (as the prime contractor) prior to issuance of a final notice termination the contract in whole or in part.

(c) The DHS Contracting Officer shall obtain the SBA's approval of novation agreements submitted by the 8(a) participant.

(d) The cognizant SBA district office for this contract is:

U.S. Small Business Administration  
Anchorage District Office  
510 L Street, Suite 310  
Anchorage, Alaska 99501-1952

**SECTION I**  
**ADDITIONAL CLAUSES**

**I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS	
52.216-18	ORDERING "from date of contract award through final date of the contract period."	OCT 1995
52.216-19	ORDER LIMITATIONS (a) Not applicable (b) Not applicable (d) "3 days"	OCT 1995
52.216-22	INDEFINITE QUANTITY (d) 120 days  (d) "Not Applicable"	OCT 1995
52.219-11	SPECIAL 8(A) CONTRACT CONDITIONS	FEB 1990
52.232-1	PAYMENTS	APR 1994
52.232-7	PAYMENTS UNDER TIME & MATERIALS AND LABOR-HOUR CONTRACTS	DEC 2002
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996

## **I.2 HOMELAND SECURITY ACQUISITION REGULATION CLAUSES INCORPORATED BY REFERENCE**

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

3052.215-70	KEY PERSONNEL OR FACILITIES	DEC 2003
3052.237-0	QUALIFICATIONS OF EMPLOYEES	DEC 2003
3052.242-71	DISSEMINATION OF CONTRACT INFORMATION	DEC 2003
3052.245-70	GOVERNMENT PROPERTY REPORTS	DEC 2003

## **I.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2004)**

The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I (Mar 1999) of 52.219-5.
- (iii) Alternate II (June 2003) of 52.219-5.
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).



- \_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- X (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).
- X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- \_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- \_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- \_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- \_\_\_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- X (22) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (23)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- \_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_ (24) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- X (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- X (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- \_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_\_ (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- \_\_\_ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..
- \_\_\_ (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### **I.4 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES [DEC 2003]**

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission. The security requirements include, but are not limited to, how the Department of Homeland Security's sensitive information is to be handled and protected at the Contractor's site, (including any information stored, processed, or transmitted using the Contractor's computer systems), the background investigation and/or clearances required, and the facility security required. This requirement includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and (2) Access to DHS networks or computers at a level beyond that granted the general public, (e.g. such as bypassing a firewall).

(b) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and a certification that all DHS information has been purged from any contractor-owned system used to process DHS information.

Organizational elements shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(c) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), and the Government Information Security Reform Act of 2000, and the Federal Information Security Management Act of 2002. The plan shall meet IT security requirements in accordance with Federal policies and procedures that include, but are not limited to OMB Circular A-130, Management of Federal Information Resources, Appendix III, and Security of Federal Automated Information Resources;

(d) Within \_\_\_ days after contract award, the contractor shall submit for approval an IT Security Plan. This plan shall be consistent with and further detail the approach contained in the offeror's proposal or quote that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer.

Accreditation will be according to the criteria of the Homeland Security Information

Technology Security program Publication, DHS MD 4300.Pub., Volume I, Policy Guide, Part A, Sensitive Systems, which is available from the Contracting Officer upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The contractor shall comply with the approved accreditation documentation.

(End of clause)

## **I.5 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES [DEC 2003]**

### **(a) Prohibitions.**

Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause. The Secretary shall waive the prohibition with respect to any specific contract if the

Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

### **(b) Definitions. As used in this clause:**

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

“Foreign Incorporated Entity” means any entity which is, or but for subsection (b) of Section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

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

(1) The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

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

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

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

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

domestic corporation.

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

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.

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

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

(d) Special Rule For Related Partnerships. For purposes of applying Section 835(b) of Public Law 107-296 to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

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

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

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

(f) Disclosure.

By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.

(g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

(End of provision)

## **I.6 3052.237-71 INFORMATION TECHNOLOGY SYSTEMS ACCESS FOR CONTRACTORS [DEC 2003]**

(a) No contractor personnel shall start work under this contract that involves actual or potential access to sensitive information until (1) approved for access, (2) they have received a security briefing, or current refresher, about Information Technology (IT) security, from the appropriate Organizational Element (OE) Information Systems Security Officer (ISSO); and (3) have signed a non-disclosure agreement form. This user security agreement is provided as an Attachment to this solicitation. By signing the user security agreement,

the individual will be acknowledging their responsibility to properly use and safeguard all DHS OE information technology resources and information related thereto. The Contracting Officer Technical Representative (COTR) for this contract shall arrange the aforementioned security briefing. The ISSO is responsible for retaining the non-disclosure documents signed and submitted by the contractor employees as well evidence of security training.

(b) The contractor shall have access only to those areas of DHS OE information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Information technology assets includes computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and Internet sites. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract.

(c) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, nor is it Government Furnished Equipment (GFE).

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

(End of clause)

#### **I.7 3052.237-72 CONTRACTOR PERSONNEL SCREENING FOR UNCLASSIFIED INFORMATION TECHNOLOGY ACCESS [DEC 2003]**

(a) Contractor personnel requiring privileged access or limited risk assessment level. Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to DHS missions, as indicated in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (Initial Public Draft).

(b) The Contractor shall afford DHS, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DHS data or to the function of computer systems operated on behalf of DHS, and to preserve evidence of computer crime.

(c) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

**SECTION J  
LIST OF ATTACHMENTS**

**ATTACHMENT 1: STATEMENT OF WORK**

**ATTACHMENT 2: SECURITY PROVISIONS FOR CLASSIFIED  
REQUIREMENTS**

## STATEMENT OF WORK

**1.0 Objective.** This requirement is for support of the Information Sharing and Collaboration Program (ISCP) of the U.S. Department of Homeland Security (DHS) pursuant to Homeland Security Act and Executive Order 133311 to develop, implement and manage a capability to enable classified and unclassified information sharing throughout the DHS, and with critical partners, especially the Federal, State / Local, Tribal, and the Private Sectors as appropriate. The focus will be establishing a capability for the Under Secretary for the Information Analysis and the Infrastructure Protection Directorate (IAIP). The necessary support, logistics, technical and subject matter experts (SME) will be provided to ensure success of the ISCP. This program will be established consistent with appropriate Executive Orders, Federal Regulations, and Directives.

**2.0 Background.** The ISCP has been tasked with several projects in support of classified and unclassified but sensitive information sharing and security that make proximity to 3801 Nebraska Ave, Naval Annex Center (NAC), critical. The various working groups must engage in work in support of the development, evaluation, implementation and protection of critical technologies to improve information sharing, analysis, fusion and security as required achieving the DHS mission, goals and objectives. The ISCP Director and his team have identified key challenges to fulfilling the mission:

- Making it easier to share information with other agencies
- Capture rather than store data
- Ability to detect threats
- Identify Risk models from other agencies
- Integrated Data flow
- Knowing what is in place now - from an architecture perspective
- Where to head - from an architecture perspective
- Use open standards when possible
- Maximize GOTS/COTS but recognize development requirements
- What tools are available - how good are they? - will the companies be around? -- are the companies foreign owned?
- Security of the environment

In order to address these challenges, ISCP in concert with the DHS CIO and appropriate others will need to advance and develop actions in technology, organization, policy and governance. Since homeland security data originates from many sources, a robust information integration infrastructure will be required. Security restrictions will require careful control, access, and dissemination. Data sharing agreements among the participating organizations and cleared government agencies will need to be reviewed, revised, and/or established in order to achieve among other goals the transformation of IAIP into the DHS intelligence and data fusion center.

The ISCP requires a comprehensive and flexible support program to ensure high availability, reliability, and maintainability for the DHS and government wide initiatives. Quality services support needed include: secure and efficient consolidated facilities, information technology infrastructure, telephony, subject matter expertise and administrative support.



**3.0 Description of Requirement.** This requirement is for the services of a Contractor to support the ISCP and multiple working groups involving consultants and contractors. To this end, the Contractor shall address those areas of common consolidation issues as well as the unique consolidation objectives, requirements and procedures that may be experienced by ISCP activities. The Contractor shall be available to assist program management for both technical and administrative projects; develop and deploy sophisticated tools for enhanced secure information sharing; assist in putting in place a laboratory test bed environment in accordance with Science and Technology Directorate standards and requirements; and present new technologies that enable advanced program development. The Contractor shall provide the required information security measures and physical security for the ISCP.

**3.1 Administrative and Programmatic Services.** The Contractor as directed shall provide Administrative and Programmatic support services to the DHS in the following areas of expertise:

- Administration (Senior and Office)
- Liaison and Subject Matter Expertise (National Security, Intelligence, Law Enforcement, Counterintelligence and Risk Assessment, Legal Policy and Analysis)
- Technical Management Consulting
- Budget (Management, Analysis, Operations, Tracking, Reporting)
- Strategic Planning and Support for Technology Programs/Activities
- Business Process Analysis and Reengineering Support
- Data Management and Operations
- Modeling, Engineering, and Development
- Business Process, Strategy, Planning, and Support Operation.

The Contractor shall provide the support to the ISCP in the following task areas:

Support Area	Support Activities	Features/Benefits
Office Management	Fax services, word processing, travel services, mailroom delivery, temporary clerical support, calendar and conference room scheduling, overnight shipping, records mgmt, and transportation	Offloads administrative activities freeing customer time by providing as required services based on workload during peak activity time frames or when regular personnel are on leave
Conference Services	Meeting agenda, attendee mailing list, registration, logistics, food service, audio-visual, publications, room setup, messages	Comprehensive meeting arrangements relieve customer of logistic problems so customer can focus on content and meeting objectives
Reception	Greet visitors, security, check-in, host notification, maintain lobby, answer and direct phone calls, receive messages and deliveries	Provides multiple logistic functions while providing visitors with a focal point of contact
Word Processing	Word processing and scanning services, generation of tables and charts, illustrations, report preparation, document revisions, preparation of bound documents	Provides professional appearance to reports, specialized support generates expertise in advanced applications
Communications and Outreach	Website and brochure development, public meeting organization, video production, public relations, communications plan development	Documents program accomplishments
Photography	Film processing, photography (studio, location, and aerial), photo archives, electronic image scanning	Improved quality of photos taken of specialized subjects, ability to locate and retrieve photos from a large collection, ability to manipulate photos electronically to produce special effects
Multimedia	Artistic design, video and audio production, animation, storyboarding and scripting, video editing	Professional quality presentations and animation in various formats for audiences to view. Storyboarding adds depth to the script
Technical Writing	Speech writing, report and document editing, proofreading, reference research, typesetting, report production, report distribution, media news releases	Concisely worded documents convey meaningful messages to stakeholders. Fewer typographical and grammatical errors increase credibility of the message, reports disseminated to stakeholders
Graphics	Computer aided drafting, illustrations, graphs, slide-show development, trade-show booth preparation, logo design, publication design, signs/poster design	Professionally developed graphics add appeal to reports, slide presentations, trade booths. Improves the effectiveness of the message to be conveyed.
Duplicating	High-volume duplicating services, binding, copy machine maintenance	Able to duplicate electronic documents as well as hard copy. High volume printing makes high quality copiers cost-effective. Avoids need to send jobs off-site, saving time and effort.

**3.2 Specific Subject Matter Experts and Synergy.** DHS has an ongoing requirement for high level independent and objective strategic planning and conceptualization regarding the future state of ISCP. Report production support and research assistance will be required as directed by the Government. These other support services and individuals shall be in direct support of the ISCP. The Contractor shall obtain the services of SMEs, expert consultants and contractors as appropriate from both the private and governmental sectors to provide a consistent synergistic forum for providing unconventional thinking, expert advice and early notice of advances in related science and technology, policy and procedures, approaches and viewpoints to the ISCP and senior leadership. The Contractor shall obtain the services of expert consultants to provide a consistent synergistic forum for providing unconventional thinking, expert advice and early notice of advances in related science and technology, policy and procedures, approaches and viewpoints to the ISCP and senior leadership. The Contractor shall establish a charter and selection criteria for expert consultants to support to the ISCP in the following task areas related to Homeland Security Information Sharing, Collaboration and Security Policy:

**3.2.1 Activity Review.** Evaluate major ISCP related issues, activities, programs and plans.

**3.2.2 Methodology.** Recommend approaches to major new requirements, such as Concept of Operations (CONOPS), User Needs Assessments (UNAs) and Problem Diagnosis (PD).

**3.2.3 ISCP Team.** Connect to key people in the Intelligence Community (IC), Department of Defense (DoD) and private industry where needed.

**3.2.4 DHS Coordination.** Link DHS Executive Leadership, the Director ISCP, and others as designated by the Director, to monitor progress on ISCP related activities, implementation, and make key recommendations.

**3.2.5 Technology Review.** Assess the DHS evaluations of specific technologies including hardware, software and communications deployments that could be used to perform ISCP tasks.

**3.2.6 ISCP Review.** Provide organizational and policy change recommendations.

**3.3 Technology, Communications, Strategic Systems Security, and Enterprise Architecture.**

The Contractor shall provide SME to develop, implement, and manage a capability that employs technology communications and security to meet the ongoing mission.

**3.3.1 Technology.** Provide support to the ISCP in the following areas:

- Support strategic planning initiatives as the basis for creating an Information Technology Strategic Plan
- Provide systems engineering support to create and maintain an enterprise architecture
- Support the project portfolio concept by ensuring projects comply with SDLC processes, support operations, and meet business case criteria
- Ensure the application of a parallel near-term and long-term systems approach to meet immediate needs while building integrated solutions
- Ensure technology is refreshed at appropriate intervals and is actually required
- Ensure appropriate funding is distributed at the right levels through systems engineering analysis compared to operational objectives

Ensure adequate engineering and documentation to meet federal enterprise architecture and budget justification requirements.

**3.3.2 Communications:**

**Provide support to the ISCP as directed in the following areas:**

Communication and Outreach: Website and brochure development, public meeting organization, video production, media interface, public relations Effective outreach to external stakeholders documents program accomplishments, stakeholder buy-in/support, technology transfer; Training: Training needs assessment, training module design, meeting facilitation, computer-based training tools, on-site or on-location programs, training effectiveness evaluation; Computer-based training enables employees to receive training at their convenience. Standard workplace safety, computer security, sexual harassment and equal employment opportunity modules already available; National and International Tele-communication; Requirements analysis, network performance analysis/measurement, design, implementation, performance measurement, operations. Security design, implementation, monitoring; and to Ensures value solution tied to service level agreements for performance and availability within the designed security framework.

**3.3.3 Strategic Systems Security.** The work to be performed under this contract will vary from unclassified (but Sensitive) to TS/SCI. The Contractor is responsible for ensuring compliance with applicable policies and procedures. All Contractors should recognize that DHS will be developing and implementing additional security handling requirements as the Department develops over time, and contractors will have to comply with these new policies as they are put into effect.

Training	Training needs assessment, training module design, meeting facilitation, computer-based training tools, on-site or on-location programs, training effectiveness evaluation	Computer-based training enables employees to receive training at their convenience. Standard workplace safety, computer security, sexual harassment and equal employment opportunity modules already available
National and International Tele-communication	Requirements analysis, network performance analysis/measurement, design, implementation, performance measurement, operations. Security design, implementation, monitoring	Ensures value solution tied to service level agreements for performance and availability within the designed security framework

These are identified key challenges to fulfilling the mission:

- Making it easier to share information with other agencies
- Capture rather than store data
- Ability to detect threats
- Identify Risk models from other agencies
- Integrated Data flow
- Knowing what is in place now - from an architecture perspective – automatic network discovery

- Where to head - from an architecture perspective
- Use open standards when possible
- Maximize Cots but recognizes of development requirements
- What tools are available - how good are they? - will the companies be around? -- are the companies foreign owned? – are the tools deployed already
- Security of the environment

As IAIP continues rapid development of systems and capabilities, it will grow to at a level of complexity and maturity that greater formalism and adherence to a defined strategy and architecture is required. To meet this requirement the contractor shall emulate the Systems Engineering and Architecture (SEA) Project to “Create and implement a Strategic Planning, Enterprise Architecture and Systems Development Life-Cycle (SDLC) process to ensure technology is applied appropriately across IAIP.”

The contractor as directed by the Government shall assemble a highly talented and motivated team that in a very short time will be able to develop and deploy sophisticated tools for enhanced identification and detection. These tools have directly supported the counter terrorist activities of the, Department of Homeland Security and other governmental organization

**3.3.4 Enterprise Architecture.** As DHS continues rapid development of systems and

Training	Training needs assessment, training module design, meeting facilitation, computer-based training tools, on-site or on-location programs, training effectiveness evaluation	Computer-based training enables employees to receive training at their convenience. Standard workplace safety, computer security, sexual harassment and equal employment opportunity modules already available
National and International Tele-communication	Requirements analysis, network performance analysis/measurement, design, implementation, performance measurement, operations. Security design, implementation, monitoring	Ensures value solution tied to service level agreements for performance and availability within the designed security framework

capabilities, it will grow to a level of complexity and maturity that greater formalism and adherence to a defined strategy and architecture is required. To meet this requirement the Contractor as directed shall emulate the Systems Engineering and Architecture (SEA) Project to “Create and implement a Strategic Planning, Enterprise Architecture and Systems Development Life-Cycle (SDLC) process to ensure technology is applied appropriately across IAIP.”

**3.4 Consolidation Program Management.**

**3.4.1 Place of Performance.** Work will be performed on Government and Contractor sites. The Government expects that planning, analysis, design, development and management activities would occur on Contractor site. The Contractor expects that implementation activities, including management thereof, would occur at the Government site. Contractor personnel will be provided access to Government facilities as required for executing task orders under this SOW. A key and important aspect of this is the near co-location of the support Contractors and Subject Matter Experts with the NAC.

**3.4.1.1 Technology Hub Facility Management.** The Contractor shall oversee a traditional commercial lease for Consolidation activities that include the negotiation and execution of a lease to provide Contractor operations. The building should be located in the Washington DC Metro Area and have the requirements in this order: 1) Close proximity to the NAC, 2) Single Building, 3) Security, and 4) Metro or mass transportation access. The lease should be for approximately 15,000-20,000 Sq Ft, and for a base period with appropriate option periods that facilitate an advantageous price and location. This space will support a current Contractor staff of 50 with projections for average annual growth of 5%-15% or as program requirements dictate over the next five years. As well, the space must support transient personnel and work sessions/meetings/conferences that will require conference room/work room/private room areas. This lease is critical for the maximization of government resources and assets. The Contractor will provide the Government with recommendations on a competitively negotiated space.

**3.4.1.2 Facility Database.** The Contractor shall expand the existing database to encompass the organization and other tenant organizations. This database shall address the organization by tenant activity, functional organization and various room types with uses available in the base building. The Contractor will interface with the required Government and Contractor and Landlord entities to fully understand the requirements that exist in the execution of this lease. The Contractor shall manage the leased space for the Government as specified by operational necessity.

**3.4.1.3 Facility Management.** The Contractor shall coordinate as appropriate with other Contractors, the Government and the landlord to assure adequate space planning, building modification, reconfiguration, adequate lighting, electrical, telecommunications services, and proper ventilation for the facility. The Contractor shall provide the Government with floor plans as they are developed and notification when space is permanently allocated or reconfigured.

The Contractor shall coordinate with the other Contractors, the Government and the landlord all major repairs, scheduled service, installations, and shut downs of technology, telecommunications, shipping and receiving, logistics/property management and facilities-related GFE with the end user community and vendors. The Contractor will be responsible for and will coordinate all base building modifications, outages, and anything that affects the day-to-day activities of DHS ISCP.

**3.4.1.4 Space Revitalization.** The Contractor will provide the necessary support to fully engineer, build out, integrate and operate a facility that incorporates data-center operations, call/communications center, analytical operations, executive offices, information technology laboratory facilities, video teleconferencing and administration, and programmatic support spaces. The facility will be approximately 15,000-20,000 Sq Ft and be located in the area within easy access to the NAC. The facility will incorporate the following: metro access, parking, security access control areas, back up capability to support 24/7 operations as may become necessary, cooling capability to support these operations. Design reviews and validations of all changes will be approved prior to commencement of any modifications.

**3.5 Information & Data Management Support.** The Contractor as directed shall provide services to the DHS ISCP, related contractors and other Federal participants in the following areas of expertise:

- SMEs
- Foreign, Disclosure and FOIA/Privacy Analysis
- Systems Configuration/Technical Interface
- Metadata Tagging and Tracking -Offensive and Defensive
- Independent Verification & Validation
- Geospatial Data Management Support
- Data Quality Assurance Support and Protection

**3.6 Analysis Support.** The Contractor as directed shall provide services to the DHS ISCP and related contractors and other Federal participants. This support is based upon 24/7 Concept of Operations at a Government facility. Analysis in the following areas of expertise:

- Policy Analysis
- Strategic Analysis
- Analysis Management
- Technical Analysis
- SMEs

**3.7 Planning & Integration Support.** The Contractor as directed shall provide services to the DHS ISCP and other Federal participants for information systems technology in the following areas of expertise:

- Executive IT Policy recommendations and review of existing Federal policy as it relates to DHS ISCP, its mission as well as the sharing of knowledge, systems, source data and resources with other Federal Agencies
- Information Sharing, Intelligence and Law Enforcement Community Liaison (to facilitate IT Systems knowledge sharing between agencies)

**3.8 Transaction Processing Support.** The Contractor as directed shall provide services to the DHS ISCP and other Federal participants in the following areas of expertise:

- Data Acquisition in Support of Transaction Processing Initiative (TPI)
- Data integration and Development

**3.9 Special Requirements.** The Contractor as directed shall provide services to the DHS ISCP and DHS Headquarters and other Federal and DOD participants for policy analysis of information systems applications as associated with community objectives. This effort will be accomplished by conducting research and analysis of applicable regulations and guidance for secure systems used in the intelligence and law enforcement community, participating in related conferences and meetings, providing recommendations for executive level consideration, preparing and/or conducting executive level briefings of analysis and recommendations.

**3.10 Systems Integration and Technical Engineering.** The Contractor as directed shall provide new operational capability to support system integration and technical engineering for initial and sustained operations. This effort includes requirements definition, implementation, testing, planning, scheduling, project management and oversight, acceptance, accreditation support and interfacing with internal systems. This support will be conducted in coordination with other DHS organizations as required.

**3.11 Quick Reaction Support for Risk Assessment Planning and Analysis.** The Government anticipates the need to meet urgent or emergent needs: to provide strategic or detailed risk assessment planning; process or analyze risk assessment data from the map-based visualization tool; derive risk assessments from resultant data or output; and interact with the public concerning specific subject matter. The Contractor shall provide quick reaction; vulnerability assessment, risk assessment planning; processing; analysis; assessment; and public access, telephone help line support to ISCP and other participants. Personnel selected will have significant experience in one or more of the following areas (or areas not currently known or specified):

- Threat Analysis
- Foreign Intelligence
- Counterintelligence
- Risk Assessment
- Vulnerability Assessment
- Critical Infrastructure Protection
- Contingency Planning
- Anti-Terrorism
- Counter-Terrorism
- Military Operations
- Investigations
- Security (Electronic and Physical) Operations/Planning/Assessment
- Technology Protection
- Force Protection
- Operational Analysis
- Document Scanning/Imaging
- Data Extraction from scanned or imaged documents
- Data Analysis
- Data Management and Operations
- Data Recording/Reporting
- Data Dissemination

Personnel selected will have significant academic experience (four-year degree), or equivalent, and extensive, professional experience in one or more of the following areas (or areas not currently known or specified):

- International Studies/Relations/Affairs
- Political Science
- Foreign Languages
- History
- Intelligence Studies
- Security
- Pre-Law or Law
- Public Administration
- Criminal Justice
- Economics
- Geo-economics
- Accounting
- Science
- Biology



- Nuclear Physics
- Chemistry or Chemical Engineering
- Environmental Science
- Communications Technology
- Imaging Technology
- Geography
- Cartography
- Remote Sensing
- Research and Analysis
- Computer Science

*Staffing Process:* Due to the very specialized nature of the requirements, the DHS ISCP and as required other Federal participants retain the right to interview all (or none) of the personnel proposed for this task. It is expected that reviews of resumes for proposed personnel will lead to arranging interviews prior to authorization from DHS ISCP and other Federal participants for bringing quick reaction personnel on staff. In every case, highly specialized skills and/or training may be considered in lieu of any specified years of experience noted in a Request for Quote resulting from a need to increase staff. For example, such skills could include specific language skills, an elevated degree of cultural knowledge in an area of interest, or specific technical expertise.

**3.12 Independent Verification and Validation (IV&V).** IV&V should be a continual/permanent activity as required to test new ISCP systems applied to each build (version) over the lifetime of the system

The performance of IV&V is one way to reduce the risk that the software system will not perform as expected. IV&V provides an independent evaluation of the software being developed and provides suggestions to improve the product, processes, and resources. The definitions provided by the IEEE-STD-729 are useful in understanding the role of IV&V [IEE83].

a. Verification is the process of determining whether or not the products of a given phase of the software development cycle fulfill the requirements established for that phase.

**Major verification activities include:**

1. Concept definition evaluation
2. Requirements analysis
3. Design evaluation
4. Code evaluation
5. Document verification.

b. Validation is the process of evaluating software at the end of the software development process to ensure compliance with software requirements. This would be done for each build.

**Validation activities involve:**

1. Testing
2. Installation and checkout activities

The Contractor shall provide guidance and serve as the lead on IV&V. In that capacity they will:

- Monitor and report all IV&V activities
- Serve as primary contact with developer and Government on IV&V matters
- Review (and develop) the criteria system specification and system design
- Support the test director in carrying out the testing
- Conduct Designated Reviews
- Consolidate comments on each deliverable and make recommendations to the Government
- Participate in evaluation of system
- Participate in developmental and system/operational testing
- Participate in test reporting

**3.13 National Security and Policy Advisors.** The Contractor shall provide personnel experienced in the development, execution and management of U.S. national security policy as related to interagency interaction. These personnel shall be highly knowledgeable of the procedures and statutes by which such policy is formulated and the roles and functions of the various governmental entities that participate in that process, of Information sharing such as: intelligence, counterintelligence and the law enforcement community.

**3.14 Training Requirements / Tasks.** The following describes the necessary level of Training Support the Contractor will provide to the DHS as required. This effort includes defining learning objectives, instructional design, training application development, training, metrics, evaluations, and direct end-user support as directed by the DHS ISCP. The DHS ISCP is a new, dynamic organization and as such, will require Training for all personnel for indoctrination and ramp-up. The following briefly summarizes the groups and types of training envisioned for this requirement:

- Indoctrination training consisting of general instruction is required for every member of the ISCP including: Mission, Objectives, CONOPS, Organization, Security, Facility, Safety, Administration, and Operations.
- Role specific training is detailed training for each ISCP Service Representative Group Screening Group, Dissemination Group, Expedite Group, Customer Service Group, etc.
- Customer training is for ISCP customers (DHS, DOJ, DOD, FBI, other Federal Agencies, State and Local Law Enforcement, etc.) on capabilities, limitations, and protocols in exploiting the DHS for screening of required information subsets in the sharing and collaboration environment.

**3.15 Strategic and Nearer-Term Requirements and Project Definition.** The Contractor shall support a ISCP Requirements Definition Team to collect, identify, define, aggregate, conceptualize, and prioritize strategic and nearer-term requirements. The Contractor shall assist in grouping and further refining requirements to support definition of projects, and assist with the determination of whether a project (or group of projects) warrants the investment of personnel resources and funding.

Project definition should include, to the maximum extent possible, identifying the customer, user, mandate, and basic operating concept. Additionally, it should provide a preliminary investigation of alternatives and risk analysis, and a high-level cost-benefit analysis to determine if the project has a favorable return on investment. Project information should show the expected cost increase or decrease and the capabilities or benefits gained, and are critical to the process of deliberate and informed project approval, with the advance knowledge of the scope of a project before committing funding and resources.

The Contractor shall provide SMEs to provide recommendations to the ISCP for approving and scheduling projects. Support will include expertise in the following areas:

- Concept Development
- Requirements Analysis
- Operational Analysis
- Security Analysis
- Business Process Analysis
- Data Mining, Ingest, Analysis, Recording, Reporting, Dissemination, Management, and Operations
- Document Scanning/Imaging (including related Data Extraction)
- Risk Assessment

**3.16 IT and Services Operations.** The Contractor shall provide the following as necessary for the conduct of operations.

IT Services Area	Support Activities	Features/Benefits
Records Management	Requirements assessment, solution design, integration of applications/storage solutions, proof of concept, testing, operations, maintenance and measurement	Ensures right solution, process and technical, is applied to record and retrieve only required data within performance measurement system
Website Development	Requirements analysis, design, prototyping, demonstration, development, integration testing, performance testing, implementation, operations	Rapid user requirement definition through prototyping puts in place solutions that can be rapidly changed
Help Desk Support	Process definition, training, rapid response, rapid closure, performance measurement, reporting, staffing, operations, core problem analysis, system monitoring	Performance measurement based with core problem analysis focuses on resolving problems before they occur and avoiding user impact
Software Development	Requirements analysis, design, prototyping, demonstration, development, integration testing, performance testing, implementation, operations, documentation, virus protection	Rapid user requirement definition through prototyping puts in place solutions that can be rapidly changed in a secure documented environment
Database Support	Database development, creation, requirements analysis, structure analysis, meta analysis, administration, performance measurement, report preparation, maintenance	Performance measurement ensures problems are identified during design or operations and resolved, ad hoc reporting capability
Training	Requirements analysis, curriculum creation, staffing, administration, conduct, survey	Ensures users get specifically what, when and how they need it utilizing web based capabilities

Facilities Management	Inventory assessment, technology refresh, add, change and move logistics, maintenance, repair, storage	Ensures devices are performing per requirement and maximizes cost efficiencies versus refresh
Equipment	Requirements analysis, integration design, prototyping, technology refresh, installation, training (not covered above), operations	Ensures all components are integrated into enterprise solution maximizing return on investment
Local Area Network Administration	Requirements analysis, integrated system design, implementation, testing, operations, repair, performance measurement, root core problem analysis to find source problem	Performance measurement ensures efficient and effective utilizing of resources, fix the root cause problem
Office Automation	Requirement analysis, design, prototyping, implementation, testing, training (not included above), performance measurement	Ensures users have available the automation tools they require to perform their functional work effort
Datacenter Operations	Build-out, upgrade, technology refresh, operations, monitoring, problem resolution, security, performance measurement	Ensures availability and capacity meets service level agreements; manages to cost efficiency
Enterprise Security	Requirements analysis, design, prototyping, implementation, testing, operations for physical and logical enterprise security solutions	Enables the right physical and logical solutions to be integrated to satisfy user requirements
Continuity of Operations	Requirements analysis, Time to recover, time to restore, design, implementation, testing, operations of recovery and continuity solutions	Enables users to ensure their data and applications are available when they require, service level based

**4.0 Quality Assurance.** The Contractor shall ensure overall quality of all work performed under this contract. All support and related activities performed under this contract shall be carefully planned, controlled and documented. All documentation shall provide traceability to enable Government review and verification. The Contractor shall ensure that all technical support activities performed under this contract are accomplished using appropriate technical and safety standards. If deficiencies are found, the Contractor shall provide for timely and corrective action.

**4.1 Other Considerations.** Responses to this contract shall include a technical approach describing how the proposed resources will complete the requested work. Responses should contain a management plan for accomplishing the tasks in Section 3.0

**5.0 Program Reports.** All programmatic data for the work performed under this contract shall be submitted to the ISCP COTR by the 10th of each month.

**5.1 Monthly Status Report.** The Contractor shall submit, on a task order basis, a monthly status report to the Contracting Officer, the Contracting Officer’s Representative. Each report shall include, at a minimum, actual hours worked to date (in total and by position/labor category and name); costs incurred to date (based on actual hours worked); work accomplished, current issues and recommended or implemented resolutions and results; and work pending.

**5.2 Deliverables.** The Contractor is responsible for preparing and submitting the following deliverables by the due dates indicated. All deliverables shall be submitted to the Contracting Officer’s Representative in both hardcopy and electronic format. Contractor provided template

is authorized. Industry standard and Commercial-Off-The-Shelf (COTS) software shall be used when possible.

**5.3 Post-Award Meeting.** Five (5) days after award of the IDIQ contract, the COTR will host a post-award meeting. At such time the Contractor shall provide and present a detailed work management plan identifying how the various tasks will be accomplished.

**5.4 Concept/Recommendation Reports and Presentations.** For each of the tasks listed above, the Contractor, when and as directed by the COR, shall prepare and submit reports and/or presentations to the ISCP outlining concepts, best practices, risks, benefits and costs of their assessments and recommendations.

**5.5 Status Meetings.** The Contractor shall conduct monthly status meetings with ISCP Team representatives at a time and day to be mutually determined by both the Government and the Contractor.

1	Monthly Status Report	Monthly (10 <sup>th</sup> Day)
2	Facility Database	30 Days ARO, and as required
3	Space Revitalization Reports	10 days ARO and monthly or as required

**6.0 Performance Site Locations.** The building should be located in the Washington DC Metro Area and have the requirements in this order: 1) Close proximity to the NAC, 2) Single Building (not spread out to multiple buildings, 3) Security, and 4) Metro or mass transportation access.

**7.0 Travel.** All Contractor travel must be approved by the COTR in advance and in writing and shall be subject to the Joint Travel Regulation or Federal Travel Regulation, as applicable, on the date(s) traveled. Travel locations will include, travel between DHS in the NCR and other DHS offices, SSC Charleston, industry team member sites. Travel destinations, rationale, and costs shall be documented in the monthly status report.

Travel in support of the external staff support expenses for members of the Advisory Group to US locations; for members of the Advisory Group to UK for discussions with MI5, MI6, GCHQ, and Scotland Yard and other travel expense must be approved in advance.

**8.0 Contractor Furnished Equipment, Property, Information.** The Contractor will provide the requirements and fair market value analysis, implementation and operations of the following equipment, property or information:

- All computer systems and networks required for Contractor operations and testing, including installation to the requirements of the level of the security classification of site
- All secure telephone and communication devices and any non-standard communication devices.
- All communications equipment and interfaces to outside communications vendors, including installation to meet the conditions required by the security classification of sites.
- All furniture, computers and other associated office equipment.

**9.0 Security Classification.** The Contractor shall provide personnel as required to handle classification up to and including TS/SCI level. These personnel shall have a TS clearance with current SSBI, if possible the Contractor shall identify personnel already adjudicated for SCI.

**10.0 Policy and Procedures.** All Contractors working at the site and/or on the contract must comply with the Government Consolidation and Administrative policy and procedures as promulgated.

**11.0 Non-Disclosure Agreements.** Due to the interrelationship of our Contractor workforce assigned to the function, all Contractors assigned shall sign a non-disclosure agreement approved by the DHS Office of General Counsel.

**12.0 Personnel Staffing and Qualifications.** It is the Contractor's responsibility to select appropriate personnel who meet or exceed the minimum education and experience requirements applicable from their GSA Federal Supply Schedule contract. However, the Government reserves the right to review resumes of proposed personnel prior to their placement on this effort. It is considered essential for successful performance that all Contractor personnel possess experience in and understanding of Consolidation administration as it pertains to the Intelligence Community. The Contractor shall be responsible for technically managing their employees' performance and products and to keep them informed of all corporate and Government technical changes and methods of operation. As all operational details cannot possibly be identified in advance, Contractor personnel may be assigned specific duties falling within this general scope as later identified by the Government.

### **13.0 Points of Contact**

#### **13.1 ISCP Program Management**

Mr. Richard Russell

(b)(6)

#### **13.2 Contracting Officer's Representative**

COR TBD

Address

Voice:

Email: as COTR is assigned

### **14.0 Management Considerations:**

**14.1. Start Work Meeting.** The Contractor shall provide a detailed work management plan identifying how the tasks will be accomplished and will be presented and discussed in detail at the Start Work meeting five days after contract award. Resumes will be provided prior to the start. The Start Work meeting will be conducted by the COR.

**14.2. CLIN Structure.** The Contractor shall provide for the tracking of separate funding by other activities which may share tenant space with considerations should be space, facility management, and space revitalization. Funds shall also be tracked by task order.

**14.3 Other Direct Costs and Materials.** A variety of “Other Direct Costs” items shall be furnished as required as part of this tasking. These costs may include, but not be limited to: materials, equipment, information, communications services, subscriptions services, conferences and seminar and the costs associated with utilization of the Integrated Product Center laboratories, base building support for above those required for normal operations, GFE and CFE life cycle maintenance and other costs as required regular and over night shipping services, Video Teleconferencing (VTC), long distance and other telephone/line services, office automation equipment and software. All purchases exceeding the micro-purchase card amount (\$2,500.00) shall be reviewed and approved by the appropriate government representative prior to execution. Any materials purchased utilizing the ISCP funding dollars shall be owned by ISCP and delivered to the appropriate ISCP government representative upon completion or termination of this tasking.

**15. Type of Contract.** This is an Indefinite Delivery Indefinite Quantity (IDIQ) contract. No services or supplies are ordered by issuance of this contract. Supplies and services will be ordered by subsequent task and/or delivery orders issued by the Contracting Officer under the IDIQ contract. Firm-Fixed-Price and Time & Materials task orders are planned.

**16. Coordinating Contract Requirements.** Contractor managers(s) will coordinate work requirements with the Program Manager and COTR designated in the contract. The contractor managers(s) will direct and supervise all contractor employees to perform the contract’s requirements.

**17. Period of Performance.** This contract is for a period of five calendar years from the date of its issuance. There are no option years.

**SECURITY  
FOR  
CLASSIFIED REQUIREMENTS**

**1. GENERAL**

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

The Contractor shall abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, an attachment to the contract, and the National Industrial Security Program Operating Manual (NISPOM) for protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor is required to have access to classified information at a DHS or other Government Facility, it shall abide by the requirements set forth by the agency.

**2. CONTRACTOR PERSONNEL**

**2.1 EMPLOYMENT ELIGIBILITY**

The Contractor shall ensure that each employee working on this contract possess a social security card that has been approved and issued by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his employees as well as Subcontractor(s) and their employees.

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

**2.2 CONTINUED ELIGIBILITY**

DHS reserves the right to deny and/or restrict entrance to government facilities, prohibit employees from assigned work under the contract, deny and/or restrict handling of classified documents/material to any Contractor employee who DHS determines to present a risk of compromising classified government information.

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

The Contractor shall report to the DHS Security Office any and all adverse information brought to their attention concerning employees performing under this contract. Reports based on rumor or innuendo



shall not be included. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employee's and social security number, along with the adverse information being reported.

### 2.3 TERMINATION

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

### 2.4 SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as a Security Officer. The individual shall interface with the DHS Security Office through the COTR on all security matters, to include physical, personnel, and protection of all classified documents/material handled by the Contractor.

The COTR and DHS Security Office will have the right to inspect procedures, methods and facilities utilized by the Contractor to comply with security requirements of the contract. Should the COTR or DHS Security Office determine the Contractor is not in compliance with the security requirements of the contract, the Contracting Officer will notify the Contractor, in writing, of the appropriate action that will be taken to rectify any non-compliance to the contract security requirements.

## 3. REFERENCES

### 3.1 DHS Office of Security

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

### 3.2 Defense Security Service

Defense Industrial Security Clearance Office (DISCO)  
2780 Airport Drive Suite 400  
Columbus, Ohio 43219-2268  
Phone: (614) 827-1634  
Fax: (614) 827-1635