

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

21

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

1. DATE OF ORDER 08/24/2009		2. CONTRACT NO. (If any) GS-35F-0360J		6. SHIP TO:	
3. ORDER NO. HSHQDC-09-F-00133		4. REQUISITION/REFERENCE NO. RUP0-09-00088		a. NAME OF CONSIGNEE Department of Homeland Security	
5. ISSUING OFFICE (Address correspondence to) U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528				b. STREET ADDRESS 245 Murray Lane Bldg. 410	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20528
a. NAME OF CONTRACTOR PLANET TECHNOLOGIES INC		f. SHIP VIA			
b. COMPANY NAME		8. TYPE OF ORDER			
c. STREET ADDRESS 20400 OBSERVATION DR SUITE 204		<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:		<input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY GERMANTOWN		e. STATE MD	f. ZIP CODE 208764087		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE U.S. Dept. of Homeland Security			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL <input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> e. HUBZone		<input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> f. EMERGING SMALL BUSINESS	
<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 013020685+0000 The Contractor shall provide support to the Department of Homeland Security, Office of Procurement Operations (OPO) for information technology services in accordance with the attached Statement of Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME CFO/DOB - Room 3621				\$252,021.00		▲
b. STREET ADDRESS (or P.O. Box) Attn: DOB Invoice Team 245 Murray Lane, SW Bldg. 410 OFO-Invoice@dhs.gov				\$252,021.00		
c. CITY Washington	d. STATE DC	e. ZIP CODE 20528				

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

PAGE NO

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

DATE OF ORDER 08/24/2009	CONTRACT NO. GS-35F-0360J	ORDER NO. HSHQDC-09-F-00133
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Objectived (SOO). This is a Fixed Priced Task Order.</p> <p>The Contractor's proposal dated 13 July 2009 is hereby incorporated by reference. Admin Office: U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528</p> <p>Accounting Info: RWC9016-RWC-WR-99-01-00-000-02-06-0900-00-00-00-00-GE-OE-25-14-FY2009 Period of Performance: 08/31/2009 to 08/30/2012</p>					
0001	<p>Electronic Procurement Information Center (EPIC) Initiative. Base Period: 08/24/2009 - 08/23/2010 Product/Service Code: D314 Product/Service Description: ADP SYSTEM ACQUISITION SUPPORT SERVICES</p> <p>Delivery: 08/24/2009</p>	12	MO	21,001.75	252,021.00	
0002	<p>Electronic Procurement Information Center (EPIC) Initiative. Option Period I : 08/24/2010 - 08/23/2011 Amount: \$252,021.00 (Option Line Item) Product/Service Code: D314 Product/Service Description: ADP SYSTEM ACQUISITION SUPPORT SERVICES</p>	12	MO	21,001.75	0.00	
0003	<p>Electronic Procurement Information Center (EPIC) Initiative. Option Period II : 08/24/2011 - 08/23/2012 Amount: \$252,021.00 (Option Line Item) Product/Service Code: D314 Product/Service Description: ADP SYSTEM ACQUISITION SUPPORT SERVICES</p> <p>The total amount of award: \$756,063.00. The obligation for this award is shown in box Continued ...</p>	12	MO	21,001.75	0.00	

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

\$252,021.00

SECTION I

SUPPLIES OR SERVICES

Statement of Objectives Office of Procurement Operations Electronic Procurement Information Center (EPIC) Portal Initiative

I. Introduction:

This Statement of Objectives describes the basic objectives of the EPIC Portal Initiative of the Department of Homeland Security (DHS), Office of Procurement Operations (OPO).

II. Background:

During fiscal year 2009, the Office of Chief Procurement Operations (OCPO) developed an Electronic Procurement Information Center (EPIC) Portal for all OCPO offices (including OPO) using Microsoft SharePoint document collaboration software. OCPO provided its offices with a standard page layout using "out of the box" SharePoint functionality and provided system/site administrator training and access to the OCPO Portal for all OCPO users. The OCPO EPIC Portal resides on the DHS Office of the Chief Information Officer (OCIO) Enterprise Microsoft Office SharePoint Server 2007 server at the DHS data center.

OPO will use this page design to set the style and framework for additional OPO pages and SharePoint functionality. OPO intends to leverage the EPIC portal to facilitate collaboration, knowledge management, and document management activities among the OPO acquisition community. The near-term implementation plan is to provide access to the OPO EPIC site to all OPO staff. The long-term plan is to provide access to all OPO customers including the program office officials of all DHS Headquarters components, directorates, and program offices.

OPO is comprised of more than 200+ Contracting Officers and acquisition support staff that provide contracting and acquisition services to procure products and services for all DHS Headquarters components, directorates, and program offices.

Today most OPO electronic communications occurs through DHSOnline and email; and most document collaboration occurs through email and the use of shared network drives. DHSOnline is the intranet portal where OPO posts documents, links, and announcements for OPO staff and customers. The shared drive is a mapped network drive where users store documents for collaboration and long-term retention. It is expected that the EPIC portal will eventually replace the shared drive and significantly augment OPO's webpage on DHSOnline by providing additional collaboration features which are available through SharePoint and the MS Office platform. To that end, knowledge management functions can be improved significantly.

High level goals of the OPO EPIC Portal Initiative include:

- Improve document management and collaboration;
- Provide better long-term document storage, retrieval, and retention capability;
- Improve document handling and tracking;
- Reduce document duplication;

- Improve access to information (including capabilities to search documents and version control management, easily navigate to needed documents);
- Retain Intellectual capital as employees turnover; and
- Create better long-term data storage and retention policies.

In turn, improvement in these areas will foster improved communication within DHS and with its components, as well as improved quality of service offerings from OPO.

III. Scope:

The purpose of this effort is to obtain contractor support that will provide technical support services and training services to implement and enhance the OPO EPIC site and use the SharePoint functionalities to improve the EPIC users' online experience. OPO provides the OPO EPIC site as its acquisition Knowledge Management System to provide OPO staff with a productivity tool designed to provide information useful in completing their mission and to help OPO staff save time and work smarter.

Under this effort, the successful offeror will provide technical support in design and development of the OPO SharePoint platform that will result in a one-stop shop for OPO-wide acquisition information. The program will use a structured Project Management approach to all its design and implementation projects.

IV. Constraints:

Selected members of the contractor staff will have limited access to DHS data and computer system networks. To access the DHS data and computer networks, the contractor staff shall obtain a background suitability determination from the DHS Office of Security, Personnel Security Division. (Attachment X provides the Post-Award Instructions for obtaining this determination.) The contractor shall provide a secure Internet connection and Data Security Plan for access to the OPO Portal. OPO may provide secure laptop computers (as required) for the contractor to access the DHS network and the OPO EPIC site.

The contractor shall provide services from their offices within the Washington DC metropolitan area and must participate in frequent meetings on-site at the DHS Office of Procurement Operation facilities in downtown Washington D.C.

V. Program Goals and Objectives:

The successful contractor shall be responsible for the following specific goals and objectives including, but not limited to:

- A. Assist the OPO (i.e., OPO Core Knowledge Management Team) in Supporting, Sustaining and Enhancing the OPO EPIC functionality, the OPO's Knowledge Management site collection.
- B. Formulate Governance to support the OPO EPIC Initiative.
- C. Assist OPO (i.e., OPO Core Knowledge Management Team) with the development of a Marketing and Communications Plan targeting the OPO Workforce, particularly to those employees in geographically dispersed locations.
- D. Assist OPO (i.e., OPO Core Knowledge Management Team) with the development of a Marketing and Communications Plan targeting OPO Customers/Stakeholders throughout DHS such as Program Management Offices, Contracting Offices, etc.

- E. Develop / Provide the OPO Employees with the following KMS training:
 - a. Systems Administrator Training
 - b. Community Owner/ Content Manager Training
 - c. Microsoft SharePoint 2007 Training
 - d. Chief Knowledge Officer/Knowledge Management Officer Training
 - e. KMS End user training (Includes OPO Customers)
- F. Assist all OPO Divisions, as needed, with improving content management within the KMS.
- G. Assist OPO in developing and maintaining vibrant and robust Communities of Practice (COP) to stimulate collaboration in the workforce.
- H. Advise OPO on implementing Multimedia capabilities within the KMS (e.g., use of video and podcasts) to enhance business networking.
- I. Consult with OPO and assist in implementing improved search capabilities within KMS to better organize and manage our content (e.g., to develop site indexes)
- J. Advise and assist OPO with implementing additional SharePoint functionality to improve the OPO KMS (e.g. Blogs, Key Performance Indicators (KPIs), Workflows, Wikis, Dashboards linked to excel services, Image Libraries). These enhancements would be integrated into the OPO KMS in partnership with the DHS OCPO and OCIO office.
- K. Prepare Quarterly Evaluation Reports for OPO relative to KMS, providing an overview of overall usage and trends, strengths, deficiencies, challenges, and opportunities.
- L. Devise a Transition Plan from the contractor to OPO for this effort for FY 2011.
- M. Assist OPO (i.e., OPO Core Knowledge Management Team) with the development and establishment of a Performance Plan to include benchmarking performance objectives and metrics to measure success.
- N. Assist all OPO Divisions, as needed, with establishing and maintaining secure collaborative worksites.
- O. Work with OPO and the DHS Office of the Chief Information Officer, Office of Accessible Systems and Technology (OAST) to ensure Section 508 compliance.
- P. Assist the OPO in administering surveys canvassing the OPO workforce to receive feedback on KMS performance.
- Q. Work with the DHS Office of Public Affairs, as needed, to coordinate issues relating to syncing DHS Web Content (e.g., DHSonline, DHS.gov) with EPIC content.
- R. Develop CMM Level 3 business processes throughout the OPO portal governance and management.

- S. Develop a file naming convention and metadata structure to ensure ease of searching and ease of populating document libraries and that will maintain integrity as the document library grows and is used by OPOs varied users and customers.
- T. Develop system documentation and revision process to ensure continuity of support between OPO management team and OPO support contractors
- U. Implement the following SharePoint functionalities in a phased approach
 - a. OPO Initial Page and "Portal Entry" including providing initial access to 250+ OPO users
 - b. OPO document library
 - c. OPO Acquisition Template Library
 - d. OPO Communities of Practice
 - e. OPO Dashboards (driven by data uploads from OPO acquisition and other information systems)
 - f. Enhanced Collaboration (Workflow and User Collaboration including multiple robust document workflows, wikis, and blogs)
 - g. Operations and Maintenance. Develop high level of automation in the posting and management process, so OPO can focus on content and its core functions rather than system management.

Technical Skill Sets:

- A. Microsoft Certified Professional (Gold-certified Microsoft partner preferred)
- B. The ability to customize COTS MS SharePoint KM Systems and discussion databases
- C. Familiarity with Intranet site development and management
- D. Understanding of KM software platforms
- E. Microsoft Certified Trainer
- F. Technical Writer with the ability to explain complex technical ideas to technical and nontechnical audiences
- G. Experience in Knowledge Management role or related capacity

**SECTION II
PACKAGING AND MARKING**

1.0 MARKING AND DELIVERY

The Contractor and the Contracting Officer's Technical Representative (COTR) will finalize the method in which report deliverables are to be submitted and marked for delivery. Report Deliverables may be required to be submitted electronically and in hard copy.

2.0 BRANDING

The Contractor shall comply with the requirements of any DHS Branding and Marking policies. As a matter of law, federal criminal statutes prohibit unauthorized use of the DHS Seal. In addition, DHS policy prohibits granting authorization for certain commercial uses of the seal. It is permissible to reference DHS in materials if the reference is limited to true, factual statements. The words DHS and/or Homeland Security should appear in the same color, font, and size as the rest of the text in the document. Moreover, such references shall not imply in any way an endorsement of a product, company, or technology.

Requests to use the DHS Seal must be submitted using the DHS Official Seal Usage Approval form. A copy of this form may be requested from the Contracting Officer. The Comments section should be used to describe why use of the seal is being requested, and how it will be used. Completed forms should be sent via e-mail to Deputy Director of Strategic Communications, Brendan Lacivita (Brendan.Lacivita@dhs.gov), and to the Contracting Officer.

**SECTION III
INSPECTION AND ACCEPTANCE**

1.0 NOTICE LISTING CONTRACT 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, in accordance with the clause at FAR 52.252-2, "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>.

Clause	Title	Date
52.246-04	Inspection Of Services- Fixed Price	Aug 1996

2.0 INSPECTION, ACCEPTANCE AND RECEIVING REPORT

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

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

DHS/Washington, D.C.

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

**SECTION IV
DELIVERIES OR PERFORMANCE**

1.0 ORDERING PERIOD/PERIOD OF PERFORMANCE

The Period of Performance (POP) for this task order is from August 31, 2009 to August 30, 2010 with two (2) twelve month option periods.

Option I - August 31, 2010 to August 30, 2011

Option II - August 31, 2011 to August 30, 2012

2.0 PLACE OF PERFORMANCE

The primary place of performance will be at the Contractor facility. Services covered under this task order are considered to be professional in nature. No premium pay for overtime is authorized.

3.0 GOVERNMENT HOLIDAYS:

Holidays observed by the Federal Government:

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

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

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

It is understood and agreement between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement to compensation except as set forth within this task order. If the contractor believes that an unplanned absence has an impact on the price or period of performance it should notify the contracting officer.

**SECTION V
CONTRACT ADMINISTRATION DATA**

1.0 SUBMISSION OF INVOICES - SINGLE PAYMENT OFFICE

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

2.0 CONTRACTING OFFICER

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

The Contracting Officer is:

Cherita Thomas
Department of Homeland Security
Office of Procurement Operations
245 Murray Lane, SW
Room 3051-74
Building 410
Washington, D.C. 20528
Phone: 202-447-5701
Fax: 202-447-5545
E-mail: Cherita.Thomas1@dhs.gov

3.0 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

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

The COTR will be:

Iris Lee Thompson
Department of Homeland Security
Office of Procurement Operations
245 Murray Lane, SW
Building 410
Washington, D.C. 20528
Phone: 202-447-5293
E-mail: Lee.Thompson.Jr@dhs.gov

**SECTION VI
SPECIAL REQUIREMENTS**

1.0 LOGISTIC SUPPORT

The primary place of performance will be at the Contractor facility.

2.0 LANGUAGE REQUIREMENTS

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

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

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

4.0 DISCLOSURE OF INFORMATION

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

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

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

(d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

5.0 SECTION 508 COMPLIANCE

Section 508 refers to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d). Section 508 assessments are required of all systems and are intended to ensure that individuals with

disabilities have comparable access to and use of information and data comparable to the access provided to individuals without disabilities (unless this would pose an undue burden on the Federal Agency). The assessment is not to include physical access at any defined-benefit technology solution-related site. The 508 assessment shall be performed by OPM. The successful Contractor must make accessible to the Government, or its designee, information systems residing in the Contractor's (or as appropriate sub-Contractor's) facilities that support the operations and assets of the Government as part of this task order, so that the 508 assessment may be performed.

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

The following standards are applicable to this procurement:

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

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

6.0 NONPERSONAL SERVICES

- a. The services required under the task order constitute professional and management services. Under this task order the Government will obtain professional services, which are essential to the mission but not otherwise available within.
- b. The Government will neither supervise Contractor holder employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage their employees and to guard against any actions that have the nature of personal services, or give the perception of personal services. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's further responsibility to notify the Contracting Officer immediately.
- c. These services shall not be used to perform work of a policy/decision making or management nature. All decisions relative to programs supported by Contractor's will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

7.0 QUALIFICATIONS OF EMPLOYEES

The Contracting Officer may require dismissal from work of those task order employees deemed incompetent, careless, insubordinate, unsuitable or otherwise objectionable, or whose continued employment he/she deems contrary to the public interest or inconsistent with the best interest of national security. The Contractor must fill out, and cause each of its employees on the contract work to

fill out, for submission to the Government, such forms as may be necessary for security or other reasons.

8.0 SECURITY REQUIREMENTS

1. The procedures outlined below shall be followed in order for the DHS Security Office to process background investigations and suitability determinations, as required, in a timely and efficient manner.
2. Carefully read the security clauses in the contract. Compliance with these clauses is not optional.
3. Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the DHS Security Office. Prospective Contractor employees shall submit the following completed forms to the DHS Security Office. The Standard Form 85P will be completed electronically, through the Office of Personnel Management's e-QIP SYSTEM. The completed forms must be given to the DHS Security Office no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:
 - a. Standard Form 85P, "Questionnaire for Public Trust Positions"
 - b. FD Form 258, "Fingerprint Card" (2 copies)
 - c. DHS Form 11000-6 "Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement"
 - d. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

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

4. DHS may, as appropriate, authorize and grant a favorable entry on duty (EOD) decision based on preliminary suitability checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered a determination that a full employment suitability authorization will follow. A favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access government facilities or information, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office.

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

5. The Contractor shall notify the DHS Security Office 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.

6. When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive

data being processed. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

7. Failure to follow these instructions may delay the completion of suitability determinations and background checks. Note that any delays in this process that are not caused by the government do not relieve the Contractor from performing under the terms of the contract.

8. Your POC at the Security Office is:

DHS, Office of Security
Personnel Security Staff
Attn: Lena Garrett
Washington DC 20528
Telephone: (202) 447-5372

9.0 REPORTS

There are no reports required for this task order.

10.0 TRAVEL AND PER DIEM

Reimbursement of local travel and commuting expenses are not an allowable cost under this task order. Travel outside the local area is not anticipated under this task order.

11.0 PUBLICITY/ADVERTISING OF CONTRACT AWARD

The Contractor agrees not to refer to this award in commercial advertising in such a manner as to state or imply that the items or services provided are endorsed or preferred by the Federal Government or is considered by the Government to be superior to other items or services.

12.0 GOVERNMENT FURNISHED ITEMS

All government furnished equipment (GFE) will be identified in the appropriate TO. All GFE is furnished "as is."

13.0 INSURANCE

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

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

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

**SECTION VII
CLAUSES**

This Task Order incorporates the contractors GSA schedule contract clauses. This task order also includes one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://acquisition.gov/comp/far/index.html> or for DHS specific clauses at <http://farsite.hill.af.mil/VFHSAR1.htm>

Clause	Title	Date
Additional FAR Clauses		
52.204-2	Security Requirements	Aug 1996
52.217-8	Option to Extend Services	Nov 1999
52.224-2	Privacy Act	April 1984
52.227-14	Rights in Data—General Alt IV	Dec 2007
52.227-18	Rights in Data--Existing Works	Dec 2007
52.217-9	Option to Extend the Term of the Contract	Mar 2000
DHS Clauses/Provisions		
3052.204-70	Security Requirements for Unclassified Information Technology Resources	June 2006
3052.204-71	Contractor Employee Access	June 2006
3052.242-72	Contracting Officer's Technical Representative	Dec 2003

HSAR 3052.215-70 Key Personnel or Facilities. (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

All positions under this task order are considered Key Personnel.

3052.228-70 INSURANCE (DEC 2003)

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

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

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

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

(End of clause)

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

Attachment J-1 – Employee/Contractor Non-Disclosure Agreement Form

The Contractor shall complete the form and return to the COTR with a copy sent to the Contracting Officer.

ATTACHMENT J-1
DHS Non-Disclosure Agreement Form

NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEPARTMENT OF HOMELAND SECURITY
NON-DISCLOSURE AGREEMENT
Acknowledgement

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

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature:

WITNESS:

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

Signature:

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