

# **U.S. Department of Homeland Security**

*“With honor and integrity, we will safeguard the American people, our homeland, and our values”*



**Tactical Communications  
Equipment and Services II  
(TACCOM II) Multi-Agency Contract (MAC)**

## **TACCOM II MAC**

**Technical Category 2-Services**

May 3, 2019

# CHAPTER B – CONTINUATION OF SF1449

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## **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1 GENERAL DESCRIPTION**

The contractor shall supply the tactical communications equipment or services as described in Section C.

### **B.2 CONTRACT MINIMUMS / MAXIMUMS**

(a) The Government intends to award multiple IDIQ contracts. The Government's minimum dollar obligation under this acquisition is \$250, per contract awardee for the duration of the contract term. Orders beyond the minimum will be determined by user needs. The Government has no obligation to issue delivery orders to the Contractor beyond the minimum guaranteed amount specified.

(b) The specific products and quantities will be identified on each Order issued under the IDIQ. The exercise of an option does not re-establish the contract minimum.

(c) The total value of all Delivery Orders and Task Orders under all contracts awarded under this solicitation, including orders issued over the five year ordering period and minimum guaranteed amounts, shall not exceed \$3,000,000,000.

### **B.3 CONTRACT TYPE**

Delivery Orders for Equipment will be issued on a firm-fixed-price basis. Task Orders for services will be issued on a firm-fixed price or time and materials basis.

Travel costs associated with services shall be reimbursed pursuant to FAR 52.212-4 Alt 1 para. (i)(1)(ii)(D)(1).

In addition, Contractors may propose incentives within orders, such as quantity or volume discounts.

### **B.4 TASK AND DELIVERY ORDER GUIDELINES**

#### **Technical Category 1: Equipment**

Items within the Contractor's commercial catalog or GSA Schedule and improved or additional equipment and services as specified in Section C.5, which align to the scope of TacCom II, shall be available for delivery under this vehicle. At a minimum, the Contractor must provide and maintain its catalog in a format that contains the manufacturer's name, part number, model number, technical specification, standard commercial warranty information, commercial list

price, GSA schedule price (if applicable), and DHS price/DHS applicable discounts. The Contractor's catalog shall include all available options and accessories. The Contractor shall provide this catalog to DHS within 30 days of receiving award on TacCom II. DHS shall post these catalogs to its TacCom intranet webpage on DHS Connect.

Prices for all products and services delivered under this contract shall be discounted according to the ceiling prices accepted in the Contractor's IDIQ proposal, and as incorporated into this Section of the contract. Prices within the Contractor's commercial catalog or GSA Schedule catalog are not incorporated into this contract.

### **Technical Category 2: Services**

Services shall be provided in accordance with the labor categories defined in Attachment TACCOM II LABOR CATEGORIES. Except for ancillary labor as defined under Section B.5., and when using Task Order Unique Labor Categories as defined in Section C.28, when responding to an Order Request for Proposal (ORP) under task order solicitations, the Contractor shall identify both Prime and Subcontractor labor using the TACCOM II LABOR CATEGORIES. Prices proposed in response to an ORP shall not exceed the ceiling rates, as incorporated into Section C of this contract, for any services performed CONUS. Rates for services performed OCONUS will be established as needed at the task order level. IDIQ ceiling rates for labor categories in the Attachment TACCOM II LABOR CATEGORIES identified as covered by the Service Contract Act may be exceeded where the prevailing wage rate for those categories at the time of order exceeds the prevailing rates used to establish the ceiling rate. The official closure date of the RFP that established this contract shall be the date used to determine the prevailing wage used to create the ceiling rates. The Ordering Contracting Officer (OCO) will have the discretion to determine the appropriate wage rate based on the scope of the Task Order.

#### **B.5 ANCILLARY SUPPORT**

Ancillary services are defined as services which directly support a product based requirement under the scope of Technical Category 1. Services include but are not limited to site planning, installation, integration, product training and maintenance associated with the Technical Category 1 product. Ancillary equipment is defined as materials which are necessary to support a service based requirement under the scope of Technical Category 2.

When the predominant proportion of the requirement, expressed in terms of estimated order value, is for Services, the requirement shall be solicited under Technical Category 2. When the predominant proportion of the requirement, expressed in terms of estimated order value, is for Supplies, the requirement shall be solicited under Technical Category 1.

The Contractor should propose and identify each ancillary support requirement separately and shall be identified by a separate CLIN on the order award.

## **B.6 SPECIALIZED PROFESSIONAL SERVICES LABOR**

Specialized professional services labor is defined as bona fide executive, administrative, or professional skills for which the expertise required or duties performed are within the scope of TacCom II, but are so specialized that they are not explicitly defined in any labor category description in Attachment TACCOM II LABOR CATEGORIES. The Contractor may propose specialized professional services labor when proposing ancillary support or Task Order Unique Labor Categories as defined in C.28, if determined appropriate by the Ordering Contracting Officer (OCO).

## **B.7 LABOR SUBJECT TO THE WAGE RATE REQUIREMENTS (CONSTRUCTION) STATUTE**

The construction work under this contract is incidental to the furnishing or supplies, equipment, or services; is merged with non-construction work; or is fragmented in terms of locations or time spans in which it is to be performed. Accordingly, FAR Subpart 22.4, Labor Standards for Contracts Involving Construction, does not apply. A Government need for construction work beyond this scope will be met by means other than this contract.

## **B.8 LABOR SUBJECT TO THE SERVICE CONTRACT LABOR STANDARDS**

(a) The orders under this contract may require work subject to 41 USC 67, Service Contract Labor Standards (formerly known as the Service Contract Act), at any locality in the United States. The orders may also require work within the United States not subject to the Act, as well as work outside the United States.

(b) This contract incorporates a wage determination for San Francisco, California. The contract's ceiling prices accommodate this wage determination.

(c) Any order under this contract requiring work subject to Service Contract Labor Standards will include a wage determination for the work locality. In the unlikely event that an order's wage determination requires the contractor to pay wages or furnish fringe benefits in excess of those in the San Francisco wage determination, that order's rates may exceed the contract's ceiling prices, for the applicable labor category.

## **B.9 SUBCONTRACTING**

Subcontracting shall follow the procedures set forth in FAR Part 12, Acquisition of Commercial Items, and other applicable agency-specific regulatory supplements.

## B.10 SCHEDULE OF SUPPLIES/SERVICES

### B.10.1 SCHEDULE OF SUPPLIES/SERVICES

One Year Base Period			
ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
0001	Tactical Communications Commodities and Services in accordance with (IAW) Section C. - Base Period FOB: Destination		
0001AB	Technical Category 2 – Services	UNDEFINED	UNDEFINED

1 <sup>st</sup> Option Year			
ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
1001	Tactical Communications Commodities and Services IAW Section C. - Option Period 1 FOB: Destination		
0001AB	Technical Category 2 – Services	UNDEFINED	UNDEFINED

2 <sup>nd</sup> Option Year			
ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
2001	Tactical Communications Commodities and Services IAW Section C. - Option Period 2 FOB: Destination		
2001AB	Technical Category 2 – Services	UNDEFINED	UNDEFINED

3 <sup>rd</sup> Option Year			
ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
3001	Tactical Communications Commodities and Services Section C. - Option Period 3 FOB: Destination		
3001AB	Technical Category 2 – Services	UNDEFINED	UNDEFINED

4 <sup>th</sup> Option Year			
ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
4001	Tactical Communications Commodities and Services		

	IAW Section C. - Option Period 4 FOB: Destination		
4001AB	Technical Category 2 – Services	UNDEFINED	UNDEFINED

## **B.10.2 IDIQ CEILING PRICES/RATES**

The labor categories priced in the Section J, Pricing Attachment, were accepted in the evaluation of the IDIQ award. All accepted rates represent fully burdened ceiling rates including all direct labor and indirect costs applicable to that labor category (such as fringe benefits, overhead, and G&A), and profit. The ceiling rates apply to task order performance for locations only in the Continental United States (CONUS).

The rates within the Pricing Attachment include an annual escalation factor of 1.7% for both Government and Contractor site rates beginning with the first option period. The applied factor was determined by the Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) and is based on average annual BLS ECI increases for the previous three years from the date period of performance begins.

IDIQ ceiling rates for labor categories covered by the Service Contract Labor Standards (formerly the Service Contract Act) may be exceeded where the prevailing wage rate for those categories at the time of order exceeds the prevailing rates used to establish the ceiling rate. As one of the highest cost areas where work may be performed, the Government has incorporated into this contract the San Francisco, CA wage determination for purposes of pricing the labor covered under the Service Contract Labor Standards (Attachment WD No. 2015-5637 SCA WD for San Francisco - Revision 8 011618). The actual geographic locations of performance will be determined at the task order level and the applicable prevailing wage determination will be incorporated into the task order solicitation at that time. Labor categories covered by the Service Contract Act (SCA) are marked within the Pricing Attachment and the TACCOM II LABOR CATEGORIES attachments (Attachment 1 and 3).

As established in Section G.10, pricing for solutions not specified in the IDIQ Schedule of Supplies and Services, Section B.10.2, including ancillary support, OCONUS labor rates, Task Order Unique Labor Categories, is not determined at the IDIQ level; therefore, solicitations which include any of these requirements must be determined fair and reasonable at the order level using the techniques at FAR 15.404-1(b)(2) as applicable. Also see Section B.6.

(End of Section B)

## SECTION C – TECHNICAL REQUIREMENTS

(CONTINUATION OF SF 1449, BLOCK 20)

### C.1 GENERAL

#### C.1.1. OBJECTIVE

In support of its mission and strategic goals, DHS requires commercial TacCom commodity solutions for a wide variety of applications throughout the Department and its Components. This acquisition will establish multiple IDIQ contracts to support legacy systems, as well as, providing access to updated technology and interoperable solutions for tactical communications. DHS plans to establish a suite of IDIQ contracts to enable the Department to leverage its Department-wide buying power to obtain the lowest available prices for all products and related services on catalogs offered by the Contractor and improved or additional equipment as specified in C.5. This Statement of Work (SOW) defines the scope of TacCom. The accompanying COMMON REQUIREMENTS LIST is a guideline to current and anticipated tactical communication needs of the government. The list is not an all-encompassing list but indicates anticipated needs. The list may identify vendor specific solutions to inform vendors of what is currently being used or what future items may need to interface with. Specific requirements will be further identified and defined at the order level.

#### C.1.2. SCOPE

The Contractor shall provide DHS with access to a wide and renewable variety of TacCom commodity products (equipment such as subscribers, infrastructure, and test equipment) from multiple Original Equipment Manufacturers (OEMs) as made available from published commercial and GSA catalogs. The Contractor shall also provide related support services such as infrastructure, operation, and maintenance services. As defined in individual delivery orders, TacCom equipment/solutions/capabilities will support DHS CONUS, OCONUS, and at U.S. territories which will be specified in individual orders. The Contractors shall furnish the necessary equipment, supplies, personnel, materials, travel, and other services required to satisfy the ordered TacCom requirements. While the SOW identifies the technical categories, the suite of resulting contracts is intended to satisfy the full range of TacCom related requirements. With the pace of change it is impossible to anticipate how TacCom requirements and individual programs will evolve over the life of the contracts. It is intended that the TacCom contract remains current with market solutions and continues to provide the full range of TacCom equipment/capabilities/solutions and emerging technologies throughout its life. The scope of each individual IDIQ contract will be based upon the Technical Category for which the Contractor proposed and is selected with specific requirements to be set forth in the delivery orders.

- **Equipment, including:**
  - Infrastructure - includes software, communications infrastructure, microwave, control/base stations, repeaters, comparators, encryption equipment, and test equipment
  - Radios and Accessories - includes end-user equipment and all associated accessories
  - High Frequency – includes end-user equipment, associated accessories, and infrastructure to support
  - Maritime - includes tactical communication equipment to outfit and interface with boat crew communication system
  - Satellite - includes end-user equipment, associated accessories, and dishes
  
- **Services, including:**
  - Radio – services required to maintain, program, install, repair, and support rapid deployment of radio subscriber units
  - O&M Services – services required to operate and maintain tactical communications systems
  - Engineering – services required to provide spectrum support, and to architect, design, and implement tactical communications systems
  - General – ability to provide Project Management Services and a variety of other services in other service subcategories and Project Management Support (Radio, O&M Services, and Engineering)

### **C.1.3. CONTRACT AND ORDER MANAGEMENT**

Contract and Order management is a mandatory contractor requirement for all IDIQ holders and orders placed under the TacCom II contract. The objective of contract and order management is to provide the program management, project control, and contract administration necessary to manage a high volume order process so that the cost, schedule, and quality requirements of each order are tracked, communicated to the government, and ultimately attained. The use of commercially available automated tools and the application of expertise on processes and metrics that support order management are encouraged to achieve the above objectives. The objective of the tools is to provide quicker access, improved accuracy, and enhanced accessibility for Contractors/clients; real-time monitoring of status/deliverables; tracking of the quality of work products; and gauging of overall customer satisfaction.

## **C.2 REQUIREMENTS**

This section describes DHS’s technical and management requirements and consideration that must be accommodated by the Contractor in the development of potential solutions. These items relate directly to the TacCom Program Objectives listed in C.1.1. OBJECTIVE.

### **C.2.1. TECHNICAL CATEGORIES (TC)**

The Contractor shall furnish a range of equipment, solutions and/or services necessary to meet requirements of this contract and individual orders as related to the technical categories summarized below. Common features of core equipment requirements to be ordered under TacCom II, as well as services commonly required, are included in Section J, Attachment COMMON REQUIREMENTS LIST. All equipment and services must meet DHS policies, standards, and procedures as identified in individual orders.

#### **C.2.1.1. TECHNICAL CATEGORY 1 – EQUIPMENT**

The Contractor shall provide tactical communications equipment including, but not limited to, multiple variations of the items as specified in the COMMON REQUIREMENTS LIST included in Section J, Attachment COMMON REQUIREMENTS LIST (TAB TC 1 EQUIPMENT).

#### **C.2.1.2. TECHNICAL CATEGORY 2 – SERVICES**

The Contractor shall provide services including, but not limited to, services as specified in the COMMON REQUIREMENTS LIST Spreadsheet included in Section J, Attachment COMMON REQUIREMENTS LIST (TAB TC 2 SERVICES).

### **C.3 NEW EQUIPMENT AND SOFTWARE RELEASE**

The Contractor shall provide only new OEM equipment under this contract unless refurbished items are authorized in writing at the order level by the Government. All equipment shall be standard commercial products, new, undamaged, unblemished, in original unopened factory packaging, unused, not previously rejected, not previously sold, not loaned, not returned, not used for demonstration and not previously used for sales, display or any other purpose, unless otherwise explicitly authorized at the Order-level by the Government. For software products, the Contractor shall provide only the latest commercially available version under this contract unless otherwise expressly approved, in writing, by the Government. The Contractor will assist the Government in obtaining the software technical support (updates, patches, bug-fixes, etc.) for all products purchased under this contract.

### **C.4 OEM MANAGEMENT REQUIREMENTS**

The prime Contractor shall be responsible for the management of their OEMs, suppliers and subcontractors during the term of the contract. Attributes of such responsibility are expected to involve the assessment, selection, coordination, and management of the OEMs, suppliers, and subcontractors who provide the products included in the proposed catalog.

### **C.5 TECHNOLOGY REFRESHMENT REQUIREMENTS**

The Contractor shall be responsible for introducing new equipment (both hardware and software) to their catalog as soon as it is commercially available from the OEM(s).

### **C.5.1 IMPROVED OR ADDITIONAL EQUIPMENT OR SERVICES (TECHNOLOGY REFRESHMENT INCLUDED)**

All commercial offerings available from a vendor that are within the scope of this contract and are made available through their commercial or GSA catalog. In addition, both existing and new technologies as they become available, may be purchased through this contract. Therefore, all new, improved, or additional equipment, features, technology or services will automatically be included in this contract as they become commercially available. The Contractor should update its catalog with new, improved, or additional equipment (both hardware and software) and services to their catalog as they become commercially available from the OEM(s).

## **C.6 WARRANTY REQUIREMENTS**

The Contractors shall provide standard commercial warranties for products under contract for the time specified in the standard commercial warranties consistent with the referenced Commercial Catalog or GSA Schedule warranty. Product warranties shall include a product return policy. Any OEM warranties associated with products delivered under this contract shall be available directly to the ordering agency. Extended warranties may be required by the ordering agency, as specified in individual delivery orders.

## **C.7 REPORTING REQUIREMENTS**

DHS requires reporting and data as detailed below. The Contractor shall provide DHS with electronic copies of all such data upon its request if the data is not otherwise available in the aggregate to DHS as a matter of course.

### **C.7.1. SUBCONTRACTING REPORTS**

(a) Large Businesses TacCom II contract holders shall submit periodic reports which show compliance with the subcontracting requirements established in Section L.7.1.3 INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN and its subcontracting plan. The Contractor shall submit its report via the electronic Subcontracting Reporting System (eSRS) in accordance with the instructions on the website. The Contractor shall ensure that its Subcontractors agree to submit reports via the eSRS when applicable. The Individual Subcontracting Report (ISR) and the Summary Subcontracting Report (SSR) are available online at <http://www.esrs.gov>.

(b) The work of the small businesses identified in the Subcontracting Plan shall be tracked against the Prime's proposed goals.

#### **C.7.1.1 INDIVIDUAL SUBCONTRACTING REPORT (ISR)**

(a) The Contractor shall submit the Individual Subcontracting Report (ISR) in accordance with FAR 52.219-9 electronically via the eSRS within thirty (30) calendar days after the close of each

calendar period as follows: (1) April 30th, for the period October 1st through March 31st; and (2) October 30th, for the period April 1st through September 30th. Each semi-annual ISR reflects cumulative task order subcontracting accomplishments from the inception of the contract through the relevant ISR reporting period.

(b) One (1) ISR is required at the contract level for all subcontract awards accomplished, (which is a roll-up of all task and delivery order awards) and submitted to the TacCom II CO via eSRS for review and acceptance. When failure to meet the goals of the small business subcontracting plan as stated in Section L.7.1.3 INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN, of the contract, the Contractor shall state in the report (either in the remarks field or by separate letter) what good faith effort has been made to meet the goals and/or its future plan to improve small business opportunities for future task orders.

(c) No separate ISR submission at the task order level is required via eSRS. However, when the task or delivery order CO determines that the subcontracting status report is necessary to measure the extent of compliance by the Contractor, the Contractor shall manually submit periodic subcontracting status reports (DD-294) to the task or delivery order CO based on mutual agreement by both parties.

(d) The SSR shall reference the DHS eSRS Coordinator at e-mail address Kyle.Groome@dhs.gov.

#### **C.7.2. ANNUAL SMALL BUSINESS 50% REPORT (APPLICABLE TO SMALL BUSINESS SET-ASIDE ORDERS)**

##### SMALL BUSINESS LIMITATIONS ON SUBCONTRACTING

For firms submitting offers under Small Business Set-Aside orders under TacCom II:

In order to ensure that the required percentage of costs incurred for performance under TacCom small business set-aside orders be expended by the prime contractor, the prime must demonstrate that it has achieved the required percentage for each order. FAR 52.219-14 (total small business set-asides) requires that:

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

For the TacCom II IDIQ, this 50% rule applies to each individual order.

As a condition for final payment for each order that is subject to the clause, the contractor shall submit a report to the order-level CO demonstrating its compliance with the conditions in FAR 52.219-14. The report may be in the contractor’s format but must include sufficient data to be acceptable to the ordering CO.

The order-level CO may also require the Small Business Prime Contractor to submit, as a deliverable, a monthly report that tracks the costs by Prime Contractor and Subcontractors incurred and invoiced under the order.

The Contractor shall report on its compliance in accordance with FAR 52.219-14, Limitations on Subcontracting for the TacCom II IDIQ. Small business prime contractors under TacCom II shall report to the MAC CO annually, on the anniversary of contract award, the total cost work performed under set-aside orders during the 12-month reporting period, and the total subcontracted cost during the same period. The report shall list each order awarded and the total subcontractor cost for each order with a cumulative total at the bottom for the 12-month period. For set-aside orders, each individual order and the combined total of all orders issued during each 12-month period must reflect that the prime Contractor has performed at least 50% of costs incurred. The annual report shall be submitted to the IDIQ CO.

**C.7.3. RE-REPRESENTATION OF SMALL BUSINESS SIZE STATUS REPORT**

All TacCom II-small business awardees are required to re-represent small business size status according to the following schedule.

Due Dates:	Following:
Within thirty (30) days	Approval of Contract Novation Agreement
Within thirty (30) days	Merger or acquisition where a novation agreement is not required

**C.7.4. TRANSACTIONAL DATA REPORT**

DHS reserves the right to request transactional data from the Contractor. The Transactional Data Report will help DHS and OMB obtain spend and order information on TacCom II orders, including line item details such as item description and unit pricing to support the federal government category management initiatives. This report shall be provided when requested by DHS but no more frequently than quarterly. Awardees shall provide the report in a format that includes the reporting fields as listed below. The report shall be provided in .xls or .csv format with the fields as column headers. The column headers shall be ordered from left to right in the same order as listed below. DHS may request changes to the data elements and report format. The Transactional Data Report shall include following information:

1. Award Vehicle Name (TacCom II)
2. Vendor Name
3. Product Service Code

4. Contract Number
5. Order Number
6. DUNS
7. Department (Funding Agency)
8. Agency
9. Order Date/Date of Award
10. Description of Deliverable
11. Manufacturer Name (leave blank for services)
12. Manufacturer Part Number (leave blank for services)
13. Unit Measure (each, hour, case, lot)
14. Quantity of Item Sold
15. Price per Unit
16. Total Price

## **C.8 CUSTOMER SUPPORT AND TECHNICAL ASSISTANCE CONSIDERATIONS**

DHS has substantial TacCom infrastructure support services available through other sources, e.g., organic capability, and component-specific operation and maintenance contracts. The Contractor shall consider the availability of these services in development of their solutions in response to order solicitations. DHS and ordering agencies may require technical assistance that supplements the existing DHS organic capabilities. Specific requirements for technical assistance, which may include installation and integration of ordered equipment, will be specified in individual orders issued under the MAC.

## **C.9 TESTING CONSIDERATIONS**

DHS may require the Contractors to provide equipment for testing and evaluation purposes including but not limited to integration with existing infrastructure and information technology investment control supported by statute. The terms and conditions for providing equipment for testing purposes will be addressed in individual delivery orders. DHS may also require that Contractors successfully pass testing, such as interoperability, compatibility, and performance testing, prior to placing orders with the Contractor.

## **C.10 APPLICABLE STANDARDS AS REQUIREMENTS**

All offered equipment and software shall conform to all applicable standards as specified in each TORP. Common standards are identified in Section J, Attachment COMMON REQUIREMENTS LIST. Additional requirements will be identified at the order level. If those standards are revised, the Contractor shall examine furnished items to validate continued compliance with the revised standard.

## **C.11 SCHEDULE**

The Contractor shall develop and maintain a program master schedule for all projects awarded to it under the DHS TacCom II contract. Each order shall be considered a separate project.

## **C.12 SUBCONTRACTORS**

The Contractor shall be responsible to manage all subcontractor work to ensure compliance with requirements of each order, quality of product delivered, and the meeting of schedules.

## **C.13 PROPOSALS**

DHS TacCom Equipment and Services Contractors will respond to customer orders with a detailed proposal describing the work effort, projected schedule, and price. The proposal will be submitted within a time frame defined in the order.

## **C.14 EXISTING OPERATIONS**

The Contractor shall not disrupt existing operations and services at customer sites during the performance of any on-site activity. When performance of work requires or includes the potential for disruption, work shall not commence until obtaining approval from the ordering contracting officer's representative and impacted customer. The Contractor shall coordinate all on-site activity with the Government, which will arrange for clearance and access to the sites and facilities.

## **C.15 LEASE**

The Contractor shall offer and provide equipment lease financing when individual orders issued under this base contract require it. Delivery and return of the equipment shall be addressed in the lease terms set forth in individual orders.

## **C.16 LOGISTICS PROGRAM**

The Contractor shall provide logistics support, as required, for orders under this contract. Logistics support shall include, but not be limited to, training, spare parts, test measurement diagnostics equipment, tools, manuals and other documentation, initial site development support and follow-on site support. Logistics support requirements for each order will be described in the customer requirements. The Contractor shall address initial training, spares and documentation requirements as part of its response to the customer requirements.

## **C.17 TRAINING**

Training courses shall be provided in accordance with best commercial practices. The Contractor shall provide training to government personnel, local nationals, and third party contractors, if they are employed by the U.S. Government in the operations and management of the system affected by the order. Unless otherwise specified, training will be provided in

accordance with the Contractor's standard commercial offerings. Training requirements, dates, and locations will be coordinated and specified at the order level.

## **C.18 MAINTENANCE**

### **C. 18.1. INITIAL SITE SUPPORT**

The Contractor shall provide all replacement parts and repairs to the system from delivery or start of installation of the equipment/system through testing until acceptance by the government. Initial site support includes, but is not limited to, repair of equipment, remote diagnostics, on-site assistance (routine or emergency), documentation updates, and software support.

### **C. 18.2. FOLLOW-ON SUPPORT**

The Contractor shall provide maintenance services as defined by each order. The initial maintenance requirements that supplement the warranty will be described in each order.

### **C. 18.3. WARRANTY**

The Contractor shall offer the standard commercial warranty for all OEM products and services delivered under this contract unless a greater period of time or condition is specified in the individual delivery order. Warranties offered by vendors who are subcontractors will be extended to the government with the same terms as offered by the subcontractor at a minimum. The prime Contractor will be the responsible agent to exercise all warranties. Contractors may offer extended warranties for government consideration. In all cases, the Contractor will notify the government of all warranties as part of the proposal to the order RFP. If changes to the warranty occur after the delivery order award, the Contractor will notify the government of any warranties applicable to new equipment introduced.

### **C. 18.4. START OF WARRANTY PERIOD**

The warranty period for a system shall start at the time of government acceptance of a fully operational system. This includes the start of warranty for all items of equipment shipped on a system delivery order. The warranty period for equipment shipped as part of an equipment-only Delivery Order shall start upon signed receipt of the equipment at destination. The Contractor is advised that there are many types of personnel (government, third party contractor, or local national) responsible for operation and maintenance of a system at a government site. Operation and/or Maintenance by non-government personnel shall only be performed in accordance with the manufacturer's operations and maintenance procedures. Failure to adhere to the manufacturer's requirements may void the warranty. Operation and Maintenance by non-government personnel shall only be performed in accordance with the

manufacturer's operations and maintenance procedures. Failure to adhere to the manufacturer's requirements may void the warranty.

## **C.19 QUALITY PROGRAM**

### **C. 19.1 QUALITY ASSURANCE SYSTEM**

The Contractor shall implement and maintain a system to ensure product integrity that meets or exceeds the commonly accepted practices employed by industry both in national and international environments.

### **C. 19.2 PRODUCT INTEGRITY**

The Contractor shall establish/maintain an approach to ensure the product integrity satisfies contract or order requirements.

### **C. 19.3. DOCUMENT CONTROL**

The Contractor shall ensure that the latest revisions of drawings, specifications, work instructions, inspection/test instructions, and other documents required to satisfy the contract are utilized in production, inspection, and test.

### **C. 19.4. RECORDS**

The Contractor shall maintain records of all inspections and tests to demonstrate that the quality approach satisfies contractual requirements, as specified in individual orders.

### **C. 19.5. CONTROL OF PURCHASES**

The Contractor shall ensure that all supplies and services conform to contractual requirements. The Contractor shall require that its subcontractors control the quality of their services and supplies.

## **C.20 GOVERNMENT FURNISHED MATERIAL (GFM)**

For all GFM received under this contract, the Contractor shall be responsible for conducting all necessary examinations, inspections, maintenance, and tests. The Contractor shall be responsible for reporting all inspection results, maintenance actions, losses, and damage to the government.

### **C.20.1. MATERIALS CONTROL**

The Contractor shall maintain controls over all materials and products throughout contract performance. The Contractor shall maintain records identifying the status and final destination of all materials/products.

## **C.21 MANUFACTURING OPERATIONS/PROCESS CONTROLS**

The Contractor's quality approach shall be responsible for assuring/monitoring that all manufacturing operations/processes are accomplished under controlled conditions. Controlled conditions include documented work instructions (including workmanship), production equipment, special work environments, inspections/test operations, work specifications, and approval/rejection criteria.

**C.21.1. INSPECTION AND TESTING**

The quality approach shall assure that all inspections and tests required to satisfy contractual requirements are conducted.

**C. 21.2. MEASURING, TESTING, AND INSPECTION EQUIPMENT**

The Contractor shall provide and maintain gauges (including production tooling used for inspection purposes) and other measuring and testing equipment to assure that products conform to contractual requirements. These devices shall be calibrated against certified measurement standards that are traceable back to national/international standards.

**C. 21.3. INSPECTION AND TEST STATUS**

The Contractor shall maintain a system for the identification of the inspection and test status of all products throughout the manufacturing cycle.

**C. 21.4. NONCONFORMING MATERIAL**

The Contractor shall establish and maintain an approach for controlling material that does not satisfy contractual requirements, including procedures for its identification, segregation, and disposition (rework/repair, scrap, etc.).

**C. 21.5 CORRECTIVE ACTION**

The Contractor shall promptly act to correct nonconforming materials and processes to preclude the recurrence of the problem and to satisfy contractual requirements.

**C.22 QUALITY REVIEW**

The Contractor shall assure effectiveness of quality (e.g., internal quality audits, Statistical Process Control, and related measures).

**C.22.1. CONTRACTOR TRAINING REQUIREMENTS**

The Contractor shall identify/provide for the training needs of its personnel performing quality functions.

**C. 22.2. STATISTICAL QUALITY CONTROL AND ANALYSIS**

The Contractor's quality approach shall establish/use statistical methods whenever appropriate to satisfy the contract or order requirements.

### **C. 22.3. CONTINUOUS PROCESS IMPROVEMENT**

The Contractor shall monitor the effectiveness of their quality system and continually improve quality processes.

### **C. 22.4. HANDLING, STORAGE, PRESERVATION, PACKAGING, AND SHIPPING**

The Contractor shall establish/maintain procedures for handling, storage, preservation, packaging, and shipping to protect the quality of products and prevent damage, loss, deterioration, degradation or substitution of products.

### **C. 22.5. TESTING**

The Contractor shall conduct tests of equipment, system components, software, firmware, and complete systems to demonstrate the product ability to satisfy requirements of the order. All testing will be IAW Contractor developed plans and procedures. All discrepancies will be corrected and re-tested to demonstrate conformance to test plan parameters. The results of all testing will be documented in reports.

#### **C.22.5.1. IN-PLANT**

Systems built under this contract will be tested and certified for operational conformance to the order requirements at the Contractor's facility or other site as specified in the order prior to shipment to the customer's location. The test will be conducted by the Contractor with the government having the option to participate and/or witness the test. The in-plant test will be conducted in accordance with a Contractor-prepared, government-approved written test plan. The results will be documented in a written test report submitted to the contracting officer's representative (COR). All test deficiencies will be corrected and retested by the Contractor prior to the system being shipped to the customer.

#### **C. 22.5.2. ON-SITE**

When specified in the order, the Contractor will conduct an operational on-site test of the system to validate its conformance to the delivery or task order. The on-site test will measure system performance for all criteria of the order. The test will include the government as participants and/or witnesses at the government's option. The test will be conducted in accordance with a Contractor-prepared, government-approved test plan. The test results will be documented in a test report and submitted to the COR with all deficiencies clearly noted. Deficiencies will be corrected and retested prior to government acceptance of the system.

### **C. 22.5.3. BURN-IN TEST**

When specified in the order, the customer will operate the system in a fully functional capacity for a period of 30 consecutive calendar days. The start date will be mutually agreed upon by the Contractor and the customer. During this test, the system must meet the following performance conditions.

1. No failure causes total system downtime.
2. No loss of ability for any user or talk group to communicate over the system.
3. Successful demonstration of meeting the coverage requirements defined in the delivery or task order.

Any discrepancies will be corrected and re-inspected to demonstrate conformance to specified parameters. The results of all inspections will be documented in reports and submitted to the COR.

## **C.23 INSPECTION**

An acceptance inspection will be performed by the contractor to demonstrate that supplies and services provided meet the requirements of the order. All inspections will be IAW Contractor developed plans and procedures. All discrepancies will be corrected and re-inspected to demonstrate conformance to specified parameters. The results of all inspections will be documented in reports and submitted to the COR.

## **C.24 CONFIGURATION MANAGEMENT**

The Contractor must have a documented and functioning Configuration Management program that covers all aspects of the contracted effort. The program must address how the Contractor controls project documentation, to include proposals, specs/sows, drawings, etc. in addition to the hardware/software to be installed. The requiring activity will specify how “Baselines” are established and maintained at the order level.

## **C.25 DOCUMENTATION**

DHS TacCom program documentation will be identified in individual delivery or task orders. Types of documents that may be requested are:

### **C.25.1. COMMERCIAL LITERATURE**

This consists of commercial technical manuals, training materials, maintenance manuals, etc. Documents are available from OEM’s and will be provided with each delivery of products or services as appropriate.

### **C. 25.2. SPECIAL DOCUMENTATION**

This consists of reports and documents requested by customers with individual or specific requirements. Documents will be in the Contractor's format and will be tailored to the specific customer's project. Special documents include, but are not limited to: system description, system designs, engineer drawings, site development reports, installation reports, project execution plans, site survey reports, test and inspection reports, memoranda of technical understanding (MOTU), etc. The contents of special documents will be described in individual orders along with requirements for the media to be used, frequency of submission, and/or the need for draft versions. Information in these documents shall be considered unrestricted. The occurrence of proprietary information, if necessary, must be clearly marked and is subject to negotiation.

## C.26 SPECTRUM COMPLIANCE

The Contractor shall assist the customer in preparing DD-1494/J/F-12 registration requirements for all applicable equipment, when required by the customer as specified in the order.

## C.27 WORK HOURS

### C.27.1. Normal Business Hours

When on-site performance is required, the Contractor is expected to perform during the normal business day at the customer site. Normal business day is nine continuous hours including a lunch period. The hours of normal work will be identified in each order. If not specifically identified, normal work hours shall be considered to be from 0800 to 1700 local time. A normal business week is five consecutive days, Monday through Friday. Exception: Contractors may be supporting communications equipment in the field for routine maintenance as well as response to disasters, both natural and manmade. Therefore, the technician may be required to provide extended support and other duties as assigned for special events and disasters and may be needed in austere environments for extended periods of time.

### C. 27.2. Holidays

(a) The Contractor is not required to perform during recognized federal holidays as identified in Section H of this contract, or during unique local holidays, as identified in the order.

(b) In the event a holiday falls during a project effort, the government will not pay for holiday-related travel of Contractor personnel to and from the work area.

## C.28 LABOR CATEGORIES

Services shall be provided using the labor categories identified in the Section J, Attachment TACCOM II LABOR CATEGORIES. When such requirements arise, the government will issue a

task order request for proposal. The Contractor must submit task order proposals for the performance of services under TacCom II in accordance with the labor categories incorporated into its IDIQ contract and respective ceiling rates. The use of standardized labor categories will ensure that all offers and task orders use the same vocabulary and can be compared on an “apples to apples” basis.

All labor categories must meet or exceed the labor category descriptions and educational/experience requirements provided in the Section J, Attachment TACCOM II LABOR CATEGORIES. Where there is any discrepancy in the education and experience requirements identified between the Education & Experience Sheet and the Labor Categories sheet in the TACCOM II LABOR CATEGORIES attachment, the descriptions on the Labor Categories sheet takes precedence.

Task Order Unique Labor Categories are those categories not incorporated into the Contractor’s IDIQ contract. Task Order Unique Labor Categories and rates shall be negotiated and approved in writing by the OCO prior to the award of the Order or Order modification, in accordance with Section G.9. Labor categories and rates approved under a single task order, but not specified in the Contractor’s IDIQ contract, shall apply to that specific order only.

## **C.29 DHS ENTERPRISE ARCHITECTURE COMPLIANCE**

All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the contractor shall comply with the following Homeland Security Enterprise Architecture (HLS EA) requirements:

- All developed solutions and requirements shall be compliant with the HLS EA, as amended or revised.
- All IT hardware or software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- All data assets, information exchanges, and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model.
- In compliance with Office of Management and Budget (OMB) mandates, all network hardware shall be IPv6 compatible without modification, upgrade, or replacement.

## **C.30 DHS GEOSPATIAL INFORMATION SYSTEM COMPLIANCE**

All geospatial implementations shall comply with the policies and requirements set forth for the DHS Geospatial Information Infrastructure (GII). This shall include submission to the Enterprise Architecture Board, or its designee, for review and approval of insertion of hardware, software, services, appliances, and/or structural metadata into the HLS EA.

(End of Section C)

## **SECTION D - PACKAGING AND MARKING**

### **D.1 PRESERVATION, PACKAGING, PACKING, AND MARKING**

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. The Contractor is fully liable for all damage, deterioration, or losses incurred during shipment and handling, unless the damage, deterioration, or losses are due to the fault of the Government. All initial packing, marking, and storage incidental to shipping of equipment to be provided under this contract shall be at the Contractor's expense. The Contractor shall supervise the packing of all acquired equipment furnished by the Contractor and shall supervise the unpacking of equipment to be installed.

Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment). Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering agency and the contractor.

### **D.2 PACKING LIST**

All deliverables submitted to the Ordering Contracting Officer (OCO) and Contracting Officer Representative (COR) shall be accompanied by a packing list or other suitable shipping document that shall clearly indicate the following:

- A. Contract number;
- B. Delivery/Task order number;
- C. Name and address of the consignor;
- D. Name and address of the consignee;
- E. Government bill of lading number covering the shipment (if any); and
- F. Description of the item/material shipped, including item number, quantity, number of containers, and package number (if any).

### **D.3 UNCLASSIFIED AND CLASSIFIED MARKING**

Unclassified data shall be prepared for shipment in accordance with requirements set forth in the Order or, if none are specified, pursuant to industry standards.

Classified reports, data, and documentation shall be prepared for shipment in accordance with requirements set forth in the Order or, if none are specified, pursuant to the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

#### **D.4 ENVIRONMENTAL CONSIDERATIONS**

The Contractor shall use (where possible) packing materials which have the least impact on the environment when manufactured or discarded, including, brown cardboard in lieu of cardboard which has been bleached white and/or dyed, and materials which both decompose and are recyclable in lieu of recycle-only products such as plastic or Styrofoam.

#### **D.5 EQUIPMENT REMOVAL**

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor's expense, within ninety (90) calendar days after contract expiration, or as mutually agreed by the Government and the Contractor. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the DO CO. Specific requirements will be addressed in individual Orders.

#### **D.6 SOFTWARE AND MAGNETIC MEDIA MARKINGS**

Packages containing software or other magnetic media shall be marked in accordance with requirements set forth in the Order or, if none are specified, shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS."

(END OF SECTION D)

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The 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. The full text of a clause may be accessed electronically at <https://www.acquisition.gov/far/>

The following clauses apply to the Master Contract (“IND DEL”) and all others in the below matrix may apply at the Order level, as applicable, depending upon the contract type of the Order, or as specifically referenced in the applicable Order:

CLAUSE #	CLAUSE TITLE	DATE	FP	TM	IND DEL
52.246-11*	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT ( <i>fill-in to be defined at order level</i> )	February 1999	X	X	X

**(Note: Provision numbers followed by an asterisk (\*) require fill-ins by the Ordering Contracting Officer (OCO) if determined applicable and incorporated into the Order.)**

(End of Clause)

### E.2 CONTRACTING OFFICER REPRESENTATIVE

Designated CORs shall participate in the administration of the Orders issued under this contract by evaluating contractor performance, inspecting and accepting services for the Government, and providing a report of inspection as well as contractor performance assessments to the Contracting Officer. This designation does not include authority to direct and/or authorize the contractor to make changes in the scope or terms and conditions of the Order without written approval of the Contracting Officer.

Order Contracting Officers should provide their agency specific Inspection and Acceptance and Quality Assurance requirements within their Orders.

### E.3 INSPECTION AND ACCEPTANCE

(a) Final acceptance of all deliverables and/or services performed as specified under each Order will be made in writing, at destination by the Order COR, or as detailed in individual Orders.

(b) For payment purposes, unless otherwise rejected, inspection and acceptance of all commodity deliverables will be deemed to have been performed within 30 days of receipt of shipment documentation or other confirmation of receipt of delivery by the ordering entity.

#### **E.4 PARTIAL DELIVERY AND ACCEPTANCE**

Partial deliveries may be allowed solely at the discretion of the Government. In the event the Government determines that partial deliveries are allowable, the order must so state. If the Contractor is granted partial shipment authorization, the original packing slip shall clearly identify those items not shipped. The balance of the order shall also be made via packing slip(s) and shall clearly indicate that this shipment(s) constitutes the balance of the original Order.

#### **E.5 HARDWARE AND SOFTWARE ACCEPTANCE TESTING**

When individual orders require acceptance testing, specific instructions will be included in the solicitation. These instructions will include acceptance test procedures, performance standards, place and period for testing.

#### **E.6 SCOPE OF INSPECTION**

All deliverables will be inspected for content, completeness, accuracy, and conformance to order requirements by the COR, or as detailed in individual orders. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the order. The scope and nature of this testing must be negotiated prior to award and will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

#### **E.7 BASIS OF ACCEPTANCE**

(a) The basis for acceptance shall be compliance with the requirements set forth in the statement of work, the order, the Contractor's proposal and other terms and conditions of this contract. Deliverable items rejected under any resulting order shall be corrected in accordance with the applicable clauses.

(b) Commercial and non-developmental hardware items, software items, pre-packaged solutions, and maintenance and support solutions will be accepted within thirty (30) calendar days of delivery when performance is in accordance with delivery requirements.

(c) Custom services such as travel and Other Direct Costs (ODCs) will be accepted upon receipt of proper documentation as specified in the order. If custom services are provided as part of a FFP order, acceptance will be as specified for the milestone with which they are associated. If custom services are for software development, the final acceptance of the software program will occur when all discrepancies, errors or other deficiencies identified in writing by the

Government have been resolved, either through documentation updates, program correction, or other mutually agreeable methods.

(d) Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected.

(e) Non-conforming products or services will be rejected. Unless otherwise agreed by the parties, deficiencies will be corrected within thirty (30) calendar days of the rejection notice. If the deficiencies cannot be corrected within thirty (30) days, the Contractor will immediately notify the OCO of the reason for the delay and provide a proposed corrective action plan within ten (10) working days.

(END OF SECTION E)

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The following clauses shall apply unless otherwise designated at the Order level. 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. The full text of a clause may be accessed electronically at <https://www.acquisition.gov/far/>

The following clauses apply to the Master Contract ("IND DEL") and all others in the below matrix may apply at the Order level, as applicable, depending upon the contract type of the Order, or as specifically referenced in the applicable Order:

CLAUSE #	CLAUSE TITLE	DATE	FP	TM	IND DEL
52.211-8*	TIME OF DELIVERY	JUN 1997	X	X	
52.211-8*	ALTERNATE I	APR 1984	X	X	
52.211-8*	ALTERNATE II	APR 1984	X	X	
52.211-8*	ALTERNATE III	APR 1984	X	X	
52.211-9*	DESIRED AND REQUIRED TIME OF DELIVERY	JUN 1997	X	X	
52.211-9*	ALTERNATE I	APR 1984	X	X	
52.211-9*	ALTERNATE II	APR 1984	X	X	
52.211-9*	ALTERNATE III	APR 1984	X	X	
52.211-11*	LIQUIDATED DAMAGES – SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT	SEP 2000	X	X	
52.242-15	STOP-WORK ORDER	AUG 1989	X	X	

CLAUSE #	CLAUSE TITLE	DATE	FP	TM	IND DEL
52.247-34	F.O.B. DESTINATION	NOV 1991	X	X	X
52.247-35	F.O.B. DESTINATION WITHIN CONSIGNEE'S PREMISES	APR 1984	X	X	X

**(Note: Provision numbers followed by an asterisk (\*) require fill-ins by the OCO if determined applicable and incorporated into the Order.)**

## F.2 DELIVERY REQUIREMENTS

All systems, equipment, software, and user-installable components ordered under this contract shall be shipped F.O.B. Destination within Consignee's Premises, unless otherwise specified in individual Orders.

## F.3 DELIVERY SCHEDULES

Unless otherwise specified in an order, the Contractor shall deliver all items within 30 calendar days after the Contractor's acceptance of an Order or as proposed by the Contractor if for a lesser amount of time. The Contractor may request that it be permitted to make delivery within a longer period of time for extremely large orders, orders requiring engineering, and orders with diverse delivery locations. The decision to permit or negotiate a longer period of time for delivery rests exclusively with the ordering agency.

## F.4 MASTER CONTRACT ORDERING PERIOD

The contract ordering period begins on the Master Contract's Effective Date through five years if all options are exercised.

After the Master Contract ordering period expires, the Master Contract will remain an active contract until the final Task or Delivery Order performance is completed and shall govern the terms and conditions with respect to active Orders to the same extent as if it were completed during the Master Contract ordering period. Therefore, Task/Delivery Orders can extend beyond the expiration of the Master Contract and the terms and conditions of the Master Contract will still remain in effect pursuant to Section I.8 FAR 52.216-22 Indefinite Quantity, which states, "The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to

make any deliveries under this contract after 48 months following the expiration of the base contract ordering period.” Additionally, all awarded Task Order’s terms and conditions, including exercising Options, remain in effect up to 48 months beyond the expiration of the Master Contract.

Under the condition that the Option period is not exercised or is terminated or cancelled prior to the end of the final Option period, any open Orders’ terms will be unaffected; however, the Ordering Period for new Order awards will be reduced ending on the date of the Master Contract’s base term completion resulting from an unexercised Option, or ending on the date of the Option termination/cancellation.

## **F.5 ORDER PERIOD OF PERFORMANCE**

The period of performance for each Order placed under the Master Contract shall be specified in the individual Order and may include option periods which extend beyond the expiration date of this contract by up to four years.

All the following conditions apply:

- 1) Under no circumstances may an Order be placed under the Master Contract if the Master Contract has expired, or has been terminated or cancelled by the Government;
- 2) No Task Orders may exceed five (5) years, inclusive of Options, from the date that the Order is placed;
- 3) No Orders may extend more than four (4) years after the expiration date of the Master Contract.
- 4) Order Option periods and quantities, if included at initial issuance of the Order, may be exercised after the expiration date of the Master Contract; and
- 5) Notwithstanding anything to the contrary above, a multi-year Task Order placed under the Master Contract must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.
- 6) Orders shall be priced using the rates provided in Section B, Supplies or Services and Price/Costs, and Attachments, that will be applicable to the Orders anticipated period of performance.

## **F.6 PLACE OF PERFORMANCE**

Services required under this contract may take place in any of the fifty states, the District of Columbia and any other U.S. territories. In addition, services may be required in any country in which the U.S. Government has a presence. The specific place of performance will be stated in the individual orders.

## F.7 DELIVERABLES

(a) All applicable deliverables, their required delivery dates, destination of delivery, and schedule for delivery or completion of work to be performed will be specified in Orders issued under this contract.

(b) For purposes of delivery, all deliverables shall be made by close of business (COB), 4:30 P.M. local time at destination, Monday through Friday, unless stated otherwise in the Order.

(c) All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the initial deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.

(d) Each order-level deliverable shall be accompanied by a cover letter from the Contractor on Company letterhead. Multiple deliverables may be delivered with a single cover letter describing the contents of the complete package.

(e) In the event the Contractor anticipates difficulty in complying with any contract-level delivery schedule, the Contractor shall immediately provide written notice to the TacCom CO and COR. For any Order level deliverable, the Contractor shall provide written notification immediately to the OCO and COR. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery or begin/complete service; provided that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

(f) In the event that a Contractor is non-compliant in submission of deliverables, the Government will reflect the non-compliance in the Contractor's past performance report.

## F.8 RESERVED

(Reserved)

## F.9 REPORTING REQUIREMENTS

The following table provides a summary of the TacCom II reporting requirements.

Report Description	Number of Copies	Due Dates
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Individual Subcontracting Report (Paragraph C.7.1.1.and C.7.1.2.)	1-TacCom CO 1-TacCom PM 1-TacCom COR	As specified in Paragraph C.7.1.1. and C.7.1.2.
Summary Subcontract Report (Paragraph C.7.1.2.)	1-TacCom CO 1-TacCom PM 1-TacCom COR 1-OSDBU	As specified in Section C.7.1.2.
Annual Small Business 50% Report (Paragraph C.7.2.)	1-TacCom CO 1-TacCom PM 1-TacCom COR	As specified in Section C.7.2.
Re-representation of Small Business Size Status Report (Paragraph C.7.3.)	1-TacCom CO 1-TacCom PM 1-TacCom COR	As specified in Section C.7.3.
Transactional Data Report (Paragraph C.7.4.)	1-TacCom CO 1-TacCom PM 1-TacCom COR	As specified in Section C.7.4.

## F.10 ORDER NOTICE TO THE GOVERNMENT OF DELAYS

- (a) In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or any date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the OCO and the Contracting Officer's Representative, in writing, giving pertinent details, provided that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.
- (b) If the Contractor fails to respond in a timely manner to any portion of this contract, delay will be attributed to the Contractor. Although the period of performance may change due to the delay, the price may be subject to a downward adjustment.

If the Government delays performance of this contract, the period of performance and/or price may be revised upon mutual agreement between the Government and the Contractor.

## F.11 TASK ORDER TRANSITION PLANS

At the end of the period of performance, the incumbent Contractor shall transition activities to the incoming Contractor with minimal disruption of services to the government. The Contractor shall maintain sufficient qualified staff to meet all requirements of this effort. The OCO may request from the Contractor a written phase-out transition plan.

(END OF SECTION F)

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 GENERAL

This section provides contract administration requirements for the DHS MAC and, where applicable, for each Order placed under this Master Contract. Additional contract administration requirements may be specified in each Order.

### G.2 AUTHORIZED AGENCIES

Use of Master Contract is authorized as follows:

a. For DHS and its Components, the customer may directly order from contractors under the Master Contract. Only a warranted Contracting Officer may place orders against the Master Contract and orders shall be placed in accordance with processes outlined in the DHS TacCom II Ordering Guide, including required approvals through the Joint Wireless Program Management Office.

b. The following agencies are authorized to order directly from the Master Contract, in accordance with processes outlined in the DHS TacCom II Ordering Guide:

Department of Agriculture

Department of the Interior

Department of Justice

Department of Health and Human Services

Department of State

Department of the Treasury

White House Communications Agency

Department of Veterans Affairs.

An ordering agency is responsible for following both the TacCom II Ordering Guide and its own internal acquisition procedures.

c. Agencies not named under part b. of this section must obtain written CO authorization to order against this IDIQ. Authorization must be granted prior to soliciting work, and separate authorization must be obtained for each order.

### G.3 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data for obligations under the contract will be set forth in individual Orders.

### G.4 CONTRACT AND ORDER OMBUDSMAN

(a) The Task and Delivery Order Ombudsman has the responsibility to review contractor complaints and ensure that all contractors are afforded a fair opportunity

to be considered for each task order, consistent with the ordering procedures in the contract.

(b) For DHS ordering agencies, the Component Task/Delivery Order Ombudsman is responsible for reviewing complaints from contractors on task and delivery orders and, if any corrective action is needed, shall provide a written determination of such action to the OCO.

(c) Issues that cannot be resolved within the Component shall be forwarded to the DHS MAC Ombudsman for review and resolution. The DHS MAC Ombudsman is also the DHS Competition Advocate.

Ann Van Houten  
Office of the Chief Procurement Officer  
[Ann.VanHouten@hq.dhs.gov](mailto:Ann.VanHouten@hq.dhs.gov)  
202-447-5285

(d) The complete list of Ombudsman can be found on the DHS Website at:

<https://www.dhs.gov/competition-advocates-and-task-order-and-delivery-order-ombudsman>

(e) For orders issued by agencies outside of DHS, contractors should contact the Task/Delivery Order Ombudsman for the issuing agency. Issues that cannot be resolved shall be forwarded to the DHS Task and Delivery Order Ombudsman for review and resolution.

## **G.5 ROLES AND RESPONSIBILITIES**

This section describes the roles and responsibilities of Government personnel after the Master Contract is awarded. The Government may modify the roles and responsibilities at any time during the period of performance of the Master Contract.

### **G.5.1 MAC Contracting Officer (CO)**

The MAC CO is the sole and exclusive government official with actual authority to award the Master Contract. After award of the Master Contract, the MAC CO may delegate administrative functions to a MAC COR to assist in the technical monitoring or administration of a contract.

MAC Contracting Officer:

Hyun (Julie) Koo  
Department of Homeland Security  
U.S. Customs and Border Protection  
202-344-6689

The MAC CO is responsible for overall management and administration and the final close out of the contract and, when necessary, shall:

1. Provide scope oversight;
2. Serve as liaison between the Contractor and the Department;
3. Ensure compliance with contractual requirements;
4. Issue the contracting officer's final decision and handle all MAC-level contractual disputes under the Contract Disputes Act; and
5. Issue all contract modifications against the master contract.

In the event that the designated MAC CO is unavailable to sign a contract action, DHS may authorize another warranted Contracting Officer to execute official contracting documents on the MAC CO's behalf.

The MAC CO will also act in the capacity of the Assessing Official in the Contractor Performance Assessment Reporting System (CPARS) who is responsible for evaluating Contractor performance and for validating the proposed ratings and remarks entered by the Assessing Official Representative(s). Assessing Officials have "signature" authority and are allowed to forward assessments to the Contractor's representative for review and comment.

### **G. 5.2 MAC Contracting Officer's Representative (COR)**

The MAC COR supports the MAC CO in the general management of the program.

Contracting Officer's Representative:

Christopher Wurst  
Department of Homeland Security  
703-625-3209  
[Christopher.Wurst@hq.dhs.gov](mailto:Christopher.Wurst@hq.dhs.gov)

The MAC COR is responsible, in a limited capacity, for the oversight of the Contractor's activity on the Master Contract and monitoring the Contractor's technical progress, including assessing performance and recommending to the MAC CO changes in requirements; interpreting the scope of work and any other technical performance requirements; performing technical evaluation as required; performing technical inspections and acceptances required by this Master Contract; and assisting in the resolution of technical problems encountered during performance.

A letter of designation issued to the MAC COR, a copy of which is sent to the Contractor, states his/her responsibilities and limitations. The MAC COR's authority does not include the ability to authorize work not already specified in the contract or to modify the terms and conditions of the contract.

The MAC COR is responsible for the receipt and acceptance of the MAC deliverables and reports and assists in the performance of the Master Contract past performance assessments. The MAC COR's responsibilities include, but are not limited to the following:

- Act as the primary point of contact and logging of technical issues within DHS and other reporting system issues.
- Ensure overall accuracy of the transactional data and issue Correction Notices to the Contractor, whenever applicable.
- Maintain inventory of all new IT Service Labor Category (LCAT) requests and updates to the IT Service LCAT Matrix.
- Approve Contractor press releases and marketing brochures concerning the Master Contract.
- Confirm that all Task Orders/Modifications are captured and invoices reconciled per Contract Year.
- Act in the capacity of the Assessing Official Representative for the Master Contract CPARS with the authority to initiate and update assessments, but does not have the authority to send the assessment to the Contractor's representative or to finalize an assessment.
- Other duties as indicated in the MAC CO's COR Designation Letter.

The MAC COR does not address or resolve any issues concerning contractual legal matters. The Contractor shall address these Order matters directly with the OCO and address Master Contract matters directly with the MACCO.

All other contract administration functions not listed and specifically delegated above remain the responsibility of the MAC CO.

## **G.6 DIRECT ACQUISITION AND ASSISTED ACQUISITION**

For purposes of this contract, Direct Acquisition is defined as whenever an outside agency, other than DHS, places an Order against the MAC.

Whenever an agency conducts an acquisition on behalf of another agency, this is

termed Assisted Acquisition. Assisted acquisitions to be conducted by DHS or its components, on behalf of another agency, are not contemplated under this MAC.

## **G.7 TASK/DELIVERY ORDER ORDERING CONTRACTING OFFICER (OCO)**

Only a warranted Contracting Officer of an authorized ordering agency may place and administer an Order under the Master Contract. The OCO is responsible for preparing the Order request for proposals (order RFP) and for establishing the technical and price/cost evaluation teams associated with each order. The OCO also formulates appropriate evaluation criteria and factors to ensure quality competition and provide the best value for each effort.

The OCO for each Order is the sole and exclusive government official with actual authority to take actions, which may bind the Government for that Order. In no event will an Order change the requirements of the TacCom contracts. Should the contract user require such a change, specific approval must first be obtained from the MAC CO.

OCOs are responsible for complying with all FAR-based rules when competing, awarding, and administering Orders. The following list of duties (not all inclusive) represent key areas of OCO responsibility:

- Issuing orders and ensuring they contain required information;
- Completing administrative contractual actions concerning individual orders;
- Appoint Order Contracting Officer's Representatives;
- Terminating orders, for convenience or cause, and canceling orders at no additional cost to the Government;
- Ensuring that orders are within the scope of the contract;
- Performing inspection and acceptance or rejection of the equipment/services provided by the Contractor;
- Approving or withholding payments, or authorizing partial payment of invoices;
- Ensuring subcontracting efforts on Orders pursuant to the incorporated Master Contract Individual Subcontracting Plan;
- Addressing environmental objectives within Orders, if applicable;
- Monitoring, evaluating, and reporting Order Contractor Performance;
- Responding to Freedom of Information Act (FOIA) requests for Orders;
- Approving Press Releases on Task Order Awards whenever requested by their Contractors;
- Task Order Closeout in accordance with FAR 4.804-5.

## **G.8 ORDER CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The OCO may designate a Contracting Officer's Representative (COR) to perform specific administrative or technical functions for specific Orders.

The specific rights and responsibilities of the COR for each Order shall be described in writing, which upon request, shall be provided to the Contractor. A COR has no actual, apparent, or implied authority to bind the Government.

## **G.9 INSURANCE**

The Contractor shall maintain the minimum insurance coverage delineated within Federal Acquisition Regulation (FAR) Subpart 28.3 and the clauses incorporated within Section I, for the full duration of the Master Contract and each applicable Order that extends beyond the expiration date of the Master Contract. The Contractor shall notify the MAC Contracting Officer and designated OCO for affected Orders, in writing, if there are any changes in the status of their insurance coverage and provide the reasons for the change. Allowable costs as per FAR Subsection 31.205-19 shall be recovered through work at the Order level, with no obligation of payment at the Master Contract level. Contractors that do not win a single Order award shall not be compensated at the Master Contract level beyond the value specified for the minimum guarantee.

The OCO may request a copy of the insurance directly with the Contractor and/or require additional insurance coverage or higher limits specific to an Order awarded under the Master Contract. If the Order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.307-2 LIABILITY shall apply to the Order. Additionally, pursuant to FAR 52.228-7(a)(1), the Contracting Officer may require other insurance, which includes the OCO.

### **G.9.1 Defense Base Act Insurance (DBAI)**

Pursuant to FAR 28.305, DBAI coverage provides workers' compensation benefits (medical, disability, death) in the event of a work-related injury or illness that occurs outside the United States.

The Government requires that employees hired by Contractors and subcontractors who work internationally be protected by the DBAI coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor.

## **G.10 ORDERING PROCEDURES**

Only a warranted OCO may issue Orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract as specified in Section C, Statement of Work. The focus of this contract is to provide to government

agencies a mechanism for streamlined ordering of solutions and services at fair and reasonable prices.

Unless specifically authorized by the OCO, the Contractor shall not commence work until a fully executed Order has been awarded. Contractors should avoid unauthorized commitments, as ratification is highly discouraged and never assured.

#### **G. 10.1 Ordering Regulations**

Ordering regulations are those delineated in Federal Acquisition Regulation (FAR) 16.505. Additional procedures specific to this MAC are provided to the Contractor for their awareness and are specified in the solicitation procedures below.

#### **G. 10.2 Solicitation Procedures**

(a) The Contract User will submit a complete a Task or Delivery Order Request Package (TORP/DORP) to the OCO in accordance with local procedures. The package should include a transmittal letter, an approved purchase request, requirements documentation (SOO, SOW, or PWS), Independent Government Cost Estimate (IGCE) and Acquisition Plan (AP), if applicable. Performance-based work statements must be used to the maximum extent practicable. For information about performance-based service contracting, refer to OFPP's Best Practices Handbook located at [www.whitehouse.gov/omb](http://www.whitehouse.gov/omb). Individual delivery orders must clearly describe all services to be performed or supplies to be delivered. The TORP/DORP package will also include price/cost and evaluation factors.

(b) The OCO will issue a proposal request to Prime Contractors in the appropriate technical category, on an unrestricted or small business set-aside basis, as applicable, unless a Fair Opportunity exception applies. The proposal request will include a due date for proposal submission and requirements documentation (SOO, SOW or PWS) that will include either the Government's objectives or a detailed description of work to be accomplished, the applicable task areas, a listing of the deliverables required and any additional data, as appropriate. The proposal request will also include specific instructions for the submission of proposals, selection criteria factors, the factors' order of importance and other information deemed appropriate.

(c) Contractors will be provided an adequate time to prepare and submit responses based on the estimated dollar value and complexity of the proposed delivery order. The due date will be set forth in each proposal request. If unable to perform a requirement, Contractors shall submit a "no bid" justification in response to the proposal request. All no bid justifications shall include a brief statement as to why the Contractor is unable to perform, i.e. conflict of interest. This notification must be submitted to the OCO within ten (10) days of TORP/DORP release. The Government expects full participation of all TacCom Contractors. If the Government determines that Contractors are not actively participating in the TacCom program, those Contractors' options may not be exercised.

(d) Technical Proposals: The proposal request will state whether an oral proposal is required in addition to, or instead of, written technical proposals. Responses will be

streamlined and succinct, to the extent practical based on the estimated dollar value and complexity of the work, stating compliance or exception to requirements, risks, assumptions and conflict of interest issues. Responses will not be a proposal as defined in FAR Part 15, Contracting by Negotiation, but only sufficient information to be considered in accordance with FAR Part 16, Types of Contracts.

(e) Price Proposals: A written price proposal shall always be required. For Task Orders, this part of the proposal shall include detailed cost/price amounts of all resources required to accomplish the task, (i.e., labor mix, labor hours, rates, travel, incidental equipment, etc.). The proposal must identify and justify use of all non-labor cost elements. For Delivery Orders the proposal must identify and justify use of any labor elements. Proposals must also identify any Government Furnished Equipment (GFE) and/or Government Furnished Information (GFI) required for delivery order performance. If travel is specified in the delivery order statement of work, airfare and/or local mileage, per diem rates by total days, number of trips and number of Contractor employees traveling shall be included in the price proposal. Note that pricing for solutions not specified in the IDIQ Schedule of Supplies and Services, Section B.10.2, including ancillary support, OCONUS labor rates, Task Order Unique Labor Categories, is not determined at the IDIQ level; therefore, solicitations which include any of these requirements must be determined fair and reasonable at the order level using the techniques at FAR 15.404-1(b)(2) as applicable.

(1) Firm Fixed Price (FFP), Time-and-Materials (T&M), and Labor-Hour Orders: When competing for delivery order awards under the fair opportunity process, the Contractor is permitted to propose labor rates that are lower than those established in the IDIQ.

(i) Firm- Fixed- Price (FFP) Delivery Orders: For FFP type Orders, the quantity of each item will be multiplied against the discounted prices in the IDIQ, or as negotiated if lower rates are proposed for the Order; and the cumulative extended total of all items ordered will define the fixed price for the Order. Travel and materials, if applicable, may be estimated for each DO, including applicable indirect costs established in the contract. Any amounts negotiated for travel and materials will be added to the extended price of all ordered items to arrive at the total fixed price for the Order.

(ii) Time and Materials/Labor-Hour Orders: The quantity of hours ordered from each labor category will be specified as deliverable hours billable at the discounted rates specified in the IDIQ, or as negotiated, if lower rates are proposed for the Order. Materials will be estimated for each Order and, if authorized at FAR 52.212-4 Alt 1, paragraph i, may include applicable indirect costs. For T&M type Order, profit on materials is not allowable. The cumulative extended total of all labor categories ordered plus materials/applicable indirect costs will define the Order ceiling price. Reimbursement under the contract shall be governed by the clause at FAR 52.212-4 -- Contract Terms and Conditions -- Commercial Items (JAN 2017). In the performance of T&M and labor-hour task orders, the hours billed shall show the labor hours performed by the prime Contractor and each subcontractor member separately. If the proposed rates were computed based on recording a standard number of hours per week (e.g., 40 hours), the labor hours will be billed only on the basis of a standard number

of hours. If the proposed labor rates were computed based on recording of all hours worked by employees, including uncompensated overtime, the labor hours billed will be based on all hours worked. If it is found after award that the established accounting practices at the time of award were not based on recording all hours worked by employees, the Government shall be entitled to a price adjustment on all payments for labor hours under the T&M and labor hour order. The amount of the price adjustment shall be the difference between the number of hours billed based on recording all hours worked and the hours that would have been recorded using a standard number of hours (e.g., 40 hours).

(2) Adequate Accounting System:

T&M Orders: The Contractor shall maintain an adequate accounting system to substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by:

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; and

(iii) Other substantiation approved by the Contracting Officer. (FAR 52.232-7(a)(5)).

(3) Other Relevant Information: This information shall always be in writing and shall address other relevant information as required by the contract or requested by the TORP/DORP. The Contractor shall assume all costs associated with preparation of proposals for Order awards under the Fair Opportunity process as an indirect charge. The Government will not reimburse awardees for Fair Opportunity proposals as a direct charge.

(f) Evaluation of task/delivery order Proposals: Proposals will be evaluated in accordance with the evaluation criteria set forth in the TORP/DORP. The Government's award decision may include compliance with Section 508 requirements of the Rehabilitation Act, and selection criteria that addresses past performance, technical/management approach and cost/price. In addition to past performance, technical/management approach and cost/price, individual order selection criteria may include other factor(s) relevant to the particular requirement. The order of importance for the factors will be identified in each individual TORP/DORP. If necessary, during the evaluation of proposals, the Government may contact a Contractor with questions concerning its proposal. Upon completion of evaluations, the OCO may issue a task order to the Contractor whose proposal is most advantageous to the Government.

(g) Award Recommendation Documentation: After completion of the evaluation, discussions, if any, and Best Value analysis, the OCO and Order COR shall prepare a complete award recommendation package to document the selection process and to serve as evidence that the Fair Opportunity to be considered rule was applied, unless an exception was taken under FAR Part 16.505(b)(2), Exceptions to the Fair Opportunity process. At a minimum, it shall include:

(1) A statement indicating whether announcement of the order requirement was made to all Contractors eligible for receiving an award for the task requirement or if an exception to the a Fair Opportunity to be considered rule was cited (cite

the exception);

(2) The selection criteria /methodology used to evaluate the competing Contractors;

(3) The results of the evaluation; and

(4) The rationale for the recommendation of the Order awardee, including a summary of any negotiations conducted, cost/price analysis and best value analysis.

(h) Resolution of Issues: In the event issues pertaining to a proposed requirement cannot be resolved to the satisfaction of the OCO, the OCO reserves the right to withdraw and cancel the proposed requirement. In such event, the Contractor shall be notified in writing of the OCO's decision. This decision is final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."

(i) Task/Delivery Order Issuance: Orders may be issued by e-mail, regular mail or facsimile. Orders issued shall include, but not be limited to the following information (when applicable):

- (1) Date of order;
- (2) Contract number and order number;
- (3) Type of Order;
- (4) IDIQ Contract Line Item Description, quantity ordered and contract price
- (5) Appropriation and accounting data;
- (6) Specific billing address for each destination especially for multiple destination orders
- (7) Description of the services to be performed;
- (8) Description of end item(s) to be delivered;
- (9) Place of delivery
- (10) DD Form 254 (Contract Security Classification Specification);
- (11) Contract Data Requirements List;
- (12) The individual responsible for inspection/acceptance;
- (13) Period of performance/delivery date;
- (14) Estimated number of labor hours for each applicable labor category;
- (15) List of Government furnished equipment, material, and information.
- (16) Items for which partial deliveries are acceptable.

(j) Task/Delivery Order Unique Equipment or Labor Categories: Task Order Unique Labor Categories are those categories not incorporated into the Contractor's IDIQ contract, but may be required to perform certain Orders within the scope of TacCom. These additional equipment prices or labor categories and rates shall be evaluated in accordance with FAR 12.209, Determination of price reasonableness and negotiated by the OCO, prior to the award of the Order or Order modification.

(k) Debriefings: If an unsuccessful Contractor questions why it was not selected for an award over \$5 million, the Contractor shall contact the OCO. The OCO and the unsuccessful Contractor may discuss the reasons why that Contractor was not selected; however, the OCO may not (a) discuss the other Contractor's proposals, (b) compare Contractor's proposals, or (c) allow the unsuccessful Contractor access to the award decision documentation.

(l) Task/Delivery Order Protests: In accordance with FAR 16.505(a)(9), Ordering - General, no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an Order under this contract, except for:

- (1) A protest on the grounds that the order increases the scope, period of performance, or maximum value of the contract; or
- (2) A protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office (GAO), in accordance with the procedures at FAR 33.104, Protests to GAO.

(m) Waivers from education and experience requirement: Task/Delivery Order Contracting Officers may grant waivers from these requirements or allow substitution of certain technical certifications for education and/or experience if it is determined to be in the best interest of the Government. Any equivalencies or substitutions must be cited in each Order.

### **G. 10.3 Ordering Via Use of Government Purchase Card**

In addition to the use of Delivery Orders, the Contractor shall accept orders from warranted Contracting Officers with authorization to use Purchase Cards within the purchase card limit under this contract via the use of Government-wide purchase cards. No separate fee shall be charged for use of Government-wide purchase cards.

### **G 10.4 Contractor Communications**

The Contractor shall provide a shared electronic mailbox for receipt of communications from the MAC Stakeholders that is distinct and separate from an individual's email address.

### **G. 11 FAIR OPPORTUNITY**

OCOs are required to follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2). Use of Exception (d) "...to satisfy a minimum guarantee" requires approval by the Master Contract PCO.

Orders resulting from an exception to fair opportunity will be reviewed in accordance with agency procedures.

### **G. 12 INVOICE SUBMISSION AND REPORTING APPLICABLE TO TASK ORDERS**

The Contractor shall accept payment of agency invoices via EFT. The Ordering Agency

is responsible for payment of all invoices to the Contractor. Invoice submission information will be contained in each individual awarded Order. The payment office designated in the individually awarded Order document will make payment of those invoices to the Contractor.

## **G. 13 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**

Past performance information is relevant for future Order and Contract source selection purposes. It includes, but is not limited to, the Contractor's record of conforming to contract requirements and to standards of good workmanship; the Contractor's adherence to contract schedules, including the administrative aspects of performance; the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's business-like concern for the interests of the customer.

Contractors may review and respond to Master Contract and Order performance assessments via the CPARS or other systems designated by the Ordering Contracting Officer. Past performance evaluations pertaining to the Master Contract and Orders under the Master Contract will reside in the Past Performance Information Retrieval System (PPIRS). The PPIRS functions as the central warehouse for performance assessment reports received from various Federal performance information collection systems.

## **G. 14 MASTER CONTRACT PERFORMANCE ASSESSMENTS**

The MAC CO will conduct annual interim performance assessment within the Master Contract Base and Option Periods, and a final performance assessment as part of the Master Contract closeout process.

Elements of CPARS evaluation the Government may include in a Master Contract CPARS are the Contractor's compliance to administrative requirements noted throughout *Sections G, H, and J Attachments*. CPARS elements such as Cost Control, Quality of services delivered, and Small Business Subcontracting efforts are typically evaluated by the Order issuing agency in a separate CPARS (See G.19.2).

In accordance with FAR 42.15 Past Performance Information, Contractor shall submit comments, rebutting statements, or additional information within the date specified in Section F.7, from the date of notification of availability of the past performance evaluation. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

Contractors shall review annually their points of contact are current and accurate in the CPARS.

### **G. 14.1 ORDER PERFORMANCE ASSESSMENTS**

The Government will conduct past performance assessments on Contractors for Orders

meeting the agencies' IT project threshold for required assessment. Interim performance evaluations should be conducted as prescribed by the Order issuing Agency's procedures on any Task Order with a period of performance exceeding one year. In the event that an OCO does not perform an assessment for a qualified Order that requires an assessment every 12 months, the Contractor should request the OCO for an assessment, or notify the MACCO for further assistance. As a Best Practice, the performing Prime Contractor may voluntarily provide to the OCO an objective quality write-up to include, at a minimum, scope of work performed, and timeliness and quality of deliverable and services.

## **G. 15 INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN**

Ensuring maximum practicable opportunity is provided to small business concerns to participate in the performance of this contract consistent with its efficient performance is a priority under this MAC. Any INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN submitted pursuant to FAR Clause 52.219-9, Small Business Subcontracting Plan, should reflect this commitment. Consequently, the Government reserves the right to require a subcontracting plan from other than small business offerors, as prescribed in FAR 52.219-9, Small Business Subcontracting Plan, at the task/delivery order level. When a solicitation requires submission of a subcontracting participation plan as part of a proposal evaluation factor, the Contractor shall submit detailed subcontracting information as instructed in the solicitation, and is responsible for compliance with the subcontracting plan that is negotiated and approved by the OCO throughout the contract period.

## **G. 16 MINIMUM SUBCONTRACTING GOALS**

Because of the size, scope, and magnitude of this acquisition, the government anticipates substantial subcontracting opportunities for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. The Contractor shall maintain a Subcontracting Plan pursuant to FAR Clause 52.219-9, Individual Subcontracting Plan, in accordance with the Master Contract Section.

- (a) The INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN, as submitted with the Offeror's final proposal, is attached and incorporated into this contract, (See Individual Small Business Contract Subcontracting Plan attachment). The Contractor shall provide a signed copy of the Master Contract INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN to the cognizant OCO responsible for the administration of each Order, whenever requested by the OCO.
- (b) The INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN covers the Base Period of one (1) year and each option period for a total contract performance period of five (5) years.
- (c) Compliance with the INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN will be addressed via the Contractor Performance Assessment

Reporting System (CPARS).

**Table G-1. Small Business Subcontracting Goals**

Small Business	40%
Small Disadvantaged Business	5%
Women-Owned Small Business	5%
HUBZone Small Business	3%
Service-Disabled Veteran-Owned Small Business	3%
Veteran Owned Small Business (VOSB)	6%

NOTE:

- Although there is no statutory goal for Veteran-Owned small business (VOSB) concerns, a VOSB goal must be proposed in accordance with FAR 19.7 and should represent the offeror’s effort to provide the maximum practicable subcontracting opportunities for VOSBs. The VOSB goal for this procurement is 6%.
- The goals are expressed as a percentage of **planned subcontracted dollars**, and not contracting ceiling.
- The small business subcontracting goals are an aggregate of potential subcontracted dollars for Order(s) that a Contractor plans to receive under the TacCom II Program, and not to the aggregate Master Contract ceiling value.
- Small Business subcontracting goal achievement for the Master Contract is assessed annually and performance ratings will be based exclusively on the goal percentages indicated above; however, the Contractor may state higher corporate “stretch” goals applied to their Individual Subcontracting Plan should they choose.

### G. 16.1 Subcontracting Reports

Per FAR 52.219-9(d) (10), Contractors submitting Individual Subcontracting Plans are required to:

- (a) Cooperate in any studies or surveys as may be required;
- (b) Submit periodic reports, which show compliance with their subcontracting plan;
- (c) Submit Individual Subcontracting Reports (ISRs) and Summary Subcontracting Reports (SSRs);

Ensure that subcontractors with subcontracting plans agree to submit their ISR and SSR if required. The ISR covers subcontract award data related to this Master Contract and shall be submitted semi-annually until last Order completion. The

SSR reflects an aggregate of orders to the Contractor and is submitted annually. The ISR and SSR shall be submitted electronically via the Electronic Subcontract Reporting System (eSRS) at [www.esrs.gov](http://www.esrs.gov) and must be received within the date specified in Section F.7, and repeated below:

Calendar Period	Report Title	Date Due
10/01–03/31	ISR	04/30
04/01–09/30	ISR	10/30
10/01–09/30	SSR	10/30

- (d) Reports are due, regardless of whether there has been any subcontracting activity since contract inception or since time of previous report submission.

Notes: Individual Subcontracting Reports

**The ISR shall reflect the subcontracting dollars on a PAYMENT basis only.** The **Payment Basis** is the process of capturing subcontract dollars no sooner than the time a contractor pays the subcontractor’s invoices. This **Payment Basis** reporting method must be used for the entire contract term. Entering subcontracting dollars into the Government’s Electronic Subcontracting Reporting System (eSRS) on a Commitment Basis is not permitted. (A Commitment Basis, which is not allowed for this Master Contract, is the process of capturing subcontract dollars when the Contractor executes the subcontract award documents).

- The Contractor shall ensure that their entries in the column “Current Goal: Percentage of Total Subcontract Awards”, is the negotiated percentages as cited in the Individual Subcontracting Plan goals.
- If the Contractor does not meet the Master Contract Small Business Subcontracting Goals, they shall provide a succinct description of how goals will be achieved in the “Remarks” section of the form.

Summary Subcontracting Reports

- If the Contractor is using the Parent DUNS when reporting, the awardee’s DUNS number shall be cited in the “Remarks” section of the form, if different than the Parent DUNS.
- The Contractor shall list their entire GSA contract numbers associated with the reported dollars in the “Remarks” section of the form. Non- GSA contract numbers shall not be reported with the GSA contract numbers.

**G. 16.2 Order Small Business (SB) Subcontracting Credit for Ordering Agencies**

Until such time the Federal Acquisition Regulation (FAR) permits the socio-economic subcontracting dollars on Task and Delivery Orders to be credited to the Ordering Agency, small business socio-economic dollars will be accumulated and reported at the Master Contract level. Depending on the outcome of the anticipated FAR change pursuant to Small Business (SB) regulations at 13 CFR 125.3(h)(3), SBA has decided as a matter of policy that the funding of an Order should receive credit toward its small business subcontracting goals for an Order awarded under another agency's contract.

In this expected eventuality the Government may require Contractors to provide SB subcontracting plans and/or SB subcontracting reports (e.g., eSRS—Electronic Subcontracting Reporting System) at the Order level.

## G. 17 SUBCONTRACTORS

The Government has not pre-approved any subcontractors for issuing agencies' resultant Order awards for the Master Contract. If a Contractor proposes a subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-2 and FAR 44.2. Contractors will assess their Order work plans to determine whether the projected subcontracting for the Order will be:

- Supportive of overall accomplishment of goals and commitments in the subcontracting plan;
- Supportive of general accomplishment of goals and commitments in the Subcontracting plans with certain enumerated exceptions;
- Negatively distracting from the overall goals and commitments in the subcontracting plans, providing explanation of the reasons for the shortcomings and explanation for how the contractor believes it can recover and regain its position of achieving the plans commitments.

Contractors will report their position to the OCO as part of their proposal in being considered for an Order. The Ordering Contracting Officer (OCO) will review the Contractor's notification and supporting data to ensure that the proposed subcontract is appropriate for the risk involved, and consistent with current policy and sound business judgment prior to consent to subcontract.

If the Contractor enters into any subcontract that requires consent under the clause at FAR 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

Annually the MAC PCO will aggregate each MAC Contractor's small business subcontracting dollars as reported in the Electronic Subcontracting Reporting System, and provide an objective performance rating in the Past Performance Information System. The OCO is reminded that:

- The MAC Small Business Subcontracting goals are in Section G.15, as incorporated to the Master Contract;
- May review the Master Contract annual performance assessment in the Past Performance Information Retrieval System to ascertain whether the Contractor is meeting one or more of its socio-economic goals outlined in the Master Contract; and,
- May further review the subcontractor dollars awarded within Orders on-line

utilizing the USA Spending advance search application.

## G. 18 MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS

The Anti-Assignment of Contracts Act, 41 USC § 15, (Anti-Assignment Act) prohibits the transfer of any interest in a federal contract to another party unless an exception applies. Therefore, the Master Contract, standing alone, is not a commodity that can be bought, sold or assigned to a brokerage firm or any third party agent so to arrange transactions between a buyer and a seller of standalone Government contracts. There are conditions, however, where the Government may still recognize a successor-in-interest who, due to certain transfers, is in a position to continue performance in place of the original party to the Government contract. For example, through a (1) Novation Agreement where the sale of all Contractor's assets, or the entire portion of the assets involved in performing the Master Contract, including any open Orders, has occurred. An Assignment that would otherwise be considered ineffective, may be given effect via a novation agreement that substitutes successor-in-interest as the contractor, while requiring that the original party remain obligated for performance. Another example of an exception to the Anti-Assignment Act is through (2) Operation of Law, such as when the Contractor's interest in the contract is transferred as a result of a stock purchase or bankruptcy order. These exceptions are further discussed below:

**Novation:** The Contractor (Transferor) must always obtain the Government's consent and approval for a Novation, including the Government's approval of the Acquiring Contractor

(Transferee). Although the Transferor and the Transferee may have negotiated their corporate terms and conditions for the terms of assignment or assumption of responsibilities relating to the Government Contract, and agreed to execute a Novation Agreement substantially in conformance with the regulatory requirement, the Novation is not automatically approved by the Government. There are no entitlements or guarantees that the Government must or will consent to any request for Novation.

FAR 42.12 describes the procedures necessary to request that the Government recognize a successor in interest to a contract. There are also additional due diligence procedures that may be imposed, including an evaluation of the Transferee's technical capabilities, relevant past contract performance, financial capacity, and other Responsibility factors. From the time the Government receives a completed Novation package request from the Transferor, the process might take three to six months or more for the Government to process the package and provide a decision. The Contractor must continue to fully perform under the terms and conditions of the Master Contract throughout the entire period of time the Novation package awaits a final decision from the MAC ACO or PCO. If the MAC CO determines that the Novation requests is not in the

Government's best interest, the Contractor shall remain obligated to perform under the Master Contract. All open Orders from the transferor shall also be Novated to the Master Contract's transferee and to no other party.

**Operation of Law:** With this exception, the Master Contract continues with the same entity after closing. As an example, the exception applies for changes in ownership as a result of a stock purchase, with no legal change in the party to the Government contract, and when that contracting party remains in control of the assets and is the party performing the contract. Although Government consent is not required, other FAR regulations and DHS supplemental policies require notice of ownership changes to the Government (See the below paragraph within this section). Furthermore, if the party to the Government contract desires to have a new stock owner substituted as a party to the contract, the requirements of a novation would then apply. There are also other circumstances, such as when assignment occurs as part of a bankruptcy restructuring, where outright Assignment of the government contract is effected by order of a court of competent jurisdiction, and authorized by federal law. In such cases, the Assignment does not violate the Anti-Assignment Act and the Novation submission requirements are adjusted to reflect the nature of the transfer. Novation in such cases still acts to formally recognize the successor-in-interest via modification to the contract, and depending on the operation of law, may be effected without the consent or agreement of the original contractor. All open Orders from the transferor shall also be assigned to the Master Contract's transferee and to no other party.

#### **G. 18.1 Contractual Responsibilities: New MAC Contractor assigned through an Anti-Assignment Exception**

A newly Novated Contractor shall have the same contractual responsibilities as the transferor had, including but not limited to:

- 1) Complete documentation of previously awarded open, expired and closed out Orders for purposes of Government's audit;
- 2) Assumption of all unresolved expired Orders that were not closed out;
- 3) Acceptance of the previously negotiated acquired contract pricing;
- 4) Approval of the minimum Master Contract Subcontract socio-economic goals;

Contractor Engagement - Should the new Contractor be assigned via a Novation, the Contractor must make a reasonable effort to participate in task/delivery order competitions. The Government may choose to not exercise an Option Year due to low participation at the order level.

#### **G. 18.2 Contractual Restrictions to any Assignment**

Only One Master Contract Per Technical Category Permitted: The Contractor, either

directly or through its Parent Company/Holding Company, or any one or more of its affiliates, subsidiaries, business units, joint venture, or any other types of independent business structures is permitted to hold only one Master Contract. If one or more additional Master Contracts are acquired by a single TacCom II prime Contractor via merger, acquisition, or otherwise, the Contractor may seek to be recognized in only one of the existing MACs, and the additional Master Contract shall be terminated for convenience at no cost to the government. Orders from the terminated excess MAC may be novated or consolidated to the surviving MAC, if so required and authorized by the MAC CO. The Acquiring Contractor is not permitted to assign any acquired Master Contract as it is a violation of this Master Contract.

### **G. 18.3 Notice Required for Ownership Changes and Change of Name Agreements**

If a Contractor merges, is acquired by, or recognizes a successor in interest to Government contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes Novation agreements and change-of-name agreements by any Government Contracting Officer other than the MAC CO, the Contractor must notify the MAC CO and provide a copy of the Novation or any other agreement that changes the status of the Contractor, including the new DUNS/CAGE code numbers. The Contractor may not submit Task Order Proposals under the company's new name until or unless a Contract Modification has made the change effective on the Master Contract.

If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name. Notifications for any of the above ownership changes, name changes, and other company changes in status should be immediately submitted to the MACCO.

## **G. 19 ENVIRONMENTAL OBJECTIVES AND REQUIREMENTS**

In support of Executive Order 13693, *Planning for Federal Sustainability in the Next Decade*; Executive Order 13653, *Preparing the United States for the Impacts of Climate Change*; and other applicable statutes, regulations and Executive Orders, and in recognition that harm to the environment, including from greenhouse gas pollution and electronic equipment manufacturing and disposal, has quantifiable costs and negative impacts on the economy and federal agency operations, it is the Government's intent to understand and reduce as far as practicable the environmental impacts of IT services provided under this contract. The Contractor shall provide evidence of ongoing measurement and reduction of the environmental impacts of services and commodities provided, including but not limited to, use of

energy and nonrenewable resources and emissions of carbon pollution, via annual Sustainable Practices and Impact Disclosures.

The Sustainable Practices and Impact Disclosures shall be submitted online using any of the systems listed below. These online reporting portals provide efficient means for contractors to share standardized Disclosures with the delegated MAC Ordering Contracting Officers.

- (a) Carbon Disclosure Project (CDP) [www.cdp.net](http://www.cdp.net)
- (b) Global Reporting Initiative (GRI) sustainability report posted to GRI Sustainability Disclosure Database). [www.globalreporting.org](http://www.globalreporting.org)

Within 12 months of the Master Contract Award, the contractor shall submit online its corporate-wide Sustainable Practices and Impact Disclosures, and provide notification to the MAC CO as to when the disclosure was submitted and the online reporting option used. Thereafter the Contractor shall update the Disclosure annually until the expiration of the Master Contract.

Where applicable, and as required by the National Environmental Policy Act (NEPA), Services Contractor(s) will be required to prepare Environmental Impact Statements (EISs). The results of these EISs will be used as guides for any specific actions that may be deemed to have a potential environmental impact.

## **G. 20 TASK ORDER CLOSEOUT**

The OCO is responsible for closing out individual Orders under the Master Contract. The Contractor agrees to cooperate with the OCO to close out Orders as soon as practical after expiration, cancellation, or termination of each Order. In the event the Contractor cannot locate the current OCO to close out the Order, the Contractor may request assistance from the MAC CO to locate an ordering agency representative to close out the Orders.

Order closeout will be accomplished within the guidelines set forth in: FAR Part 4 Administrative Matters and FAR Part 42 Contract Administration and Audit Services. The Contractor will be evaluated in the CPARS for their efforts to support timely closeout.

OCOs are encouraged to utilize FAR 42.708, Quick-Closeout Procedures to the maximum extent practicable.

## **G. 21 MASTER CONTRACT CLOSEOUT**

The TacCom II Program intends to close out the Master Contract within 18 months of final Order expiration, and without waiting for the OCO to issue closeout modifications to their respective Orders, subject to the following conditions: (1) all of

the Contractor's Orders are physically complete and (2) no further claims against the MAC.

## **G. 22 TECHNICAL CATEGORY 2 ESCALATION**

The prices incorporated into the contract schedule apply an annual escalation factor of 1.7% for both Government and Contractor site rates beginning with the first option period. The applied factor is determined by the Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) and is based on average annual BLS ECI increases for the previous three years from the date period of performance begins. The applied escalation factor will be revisited prior to the exercise of each option period. The established ceiling rates in the awarded contract will only be adjusted upwards to reflect changes in escalation that are greater than the currently applied escalation factor. Conversely, if updates to the BLS ECI escalation are equal to or fall below the currently applied escalation factor, the ceiling rates will remain unchanged.

(END OF SECTION G)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL

Orders may incorporate one or more provisions 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 provision may be accessed electronically at this address: <https://www.acquisition.gov/far/>

The following FAR **provisions** apply at the Order level, as applicable, depending upon the contract type of the Order, or as specifically referenced in the applicable Order:

PROVISION #	PROVISION TITLE	DATE	FP	TM
52.211-6	BRAND NAME OR EQUAL	AUG 1999	X	X
52.211-14*	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR 2008	X	X
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009	X	X
52.216-31	TIME-AND-MATERIALS/LABOR- HOUR PROPOSAL REQUIREMENTS —COMMERCIAL ITEM ACQUISITION	FEB 2007		X
52.217-5	EVALUATION OF OPTIONS	Jul-90	X	X
52.227-15*	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	Dec-07	X	X

***(Note: Provision numbers followed by an asterisk (\*) require fill-ins by the OCO if determined applicable and incorporated into the Order.)***

## **H.2 CONGRESSIONAL NOTIFICATION OF TASK/DELIVERY ORDER AWARDS**

Congressional notifications are not issued at the Master Contract level for issued Orders. Specific regulations regarding congressional notifications at the Order level are not provided in FAR 16.505; however, the Contractor and Ordering Contracting Officers should be aware that the ordering agency may have specific guidance as to reporting its Task and Delivery Order awards.

### **H.3 POST AWARD CONFERENCE**

All contractors shall attend a Post Award Conference. The contractors will be notified of the exact time and location of the conference not later than fifteen (15) calendar days prior to the scheduled date of the conference.

### **H.4 MARKETING**

All press releases or announcements about agency programs, projects, and contract (Task/Delivery Order) awards need to be cleared by the associated Program Office and the OCO. Under no circumstances shall the Contractor, or anyone on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity, news release or commercial advertising without first obtaining explicit written consent to do so from the DHS Program Office and the OCO. Also see HSAR 3052.205-70.

Additionally, 18 U.S.C. 709 contains specific prohibitions on use of specific agencies names, acronyms, logos, emblems, etc., in connection with or as a part of any advertisement, circular, book, pamphlet or other publication, play, motion picture, broadcast, telecast, other production, product or item, in a manner reasonably calculated to convey the impression that such advertisement, circular, book, pamphlet or other publication, product, or item, is approved, endorsed, or authorized by or by associated in any manner with, the said agency, without the express written consent of the official designated in 18 U.S.C. 709. Violations may be punishable as follows: a corporation, partnership, business trust, association, or other business entity, by a fine under this title; an officer or member thereof participating or knowingly acquiescing in such violation or any individual violating this section, by a fine under this title or imprisonment for not more than one year, or both.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

All marketing, promotional materials, and news releases in connection with the DHS Master Contract, including subcontractor marketing, must be approved by the MAC CO and Joint Wireless Program Management Office.

The Prime Contractor shall not permit the marketing of their Master Contract on its

subcontractor webpages that purports to, has the appearance of, or misrepresents itself to be a TacCom II approved teaming partner/subcontractor, when this arrangement has not been approved by the MAC Contracting Officer. The Government has not pre- approved any subcontractors for the Master Contract.

## H.5 ORGANIZATIONAL CONFLICT OF INTEREST

The guidelines and procedures of FAR 9.5 will be used in identifying and resolving any issues of organizational conflict of interest at the Order level.

In the event that an Order requires activity that would create an actual or potential conflict of interest, the Contractor shall identify the potential or actual conflict to the OCO for review per FAR 9.5.

## H.6 PERMITS

Except as otherwise provided in an individual Order, the Contractor shall, without direct cost to the Government, be responsible for ensuring any and all licenses, certifications, authorizations, approvals, and permits are obtained prior to the commencement of work; for complying with any applicable Federal, national, state, and municipal laws, codes, and regulations in connection with the performance of any applicable Order issued under the Master Contract.

## H.7 SECURITY: REQUIRED IT SECURITY POLICIES AND REGULATIONS

Contractors shall be subject to all ordering activity IT security standards, policies, reporting requirements, and government wide laws or regulations applicable to the protection of government wide information security.

The Contractor acknowledges and affirms, through submission of its proposal, its acceptance of this Master Contract they will abide by all required IT security indicated throughout this Master Contract and federal statutes, regulations, executive orders, and agency policies relating to Government IT security.

## H.8 SECURITY: SAFEGUARDING SENSITIVE DATA AND INFORMATION TECHNOLOGY RESOURCES

In accordance with FAR 39.105, this section is included in the Master Contract. This section applies to all users of sensitive data and information technology (IT) resources, including contractors, subcontractors, lessors, suppliers and manufacturers. **Agency-specific IT Security guidelines will be identified in individual Orders by the issuing agency OCO.**

### H.8.1 Compliance with DHS Security Policy

All hardware, software, and services provided under this task order must be compliant with DHS 4300A DHS Sensitive System Policy and the DHS 4300A Sensitive Systems Handbook.

#### Encryption Compliance:

All encryption that is used must be FIPS 197 Advanced Encryption Standard that has been certified under FIPS 140-2.

#### Access to Unclassified Facilities, Information Technology Resources, and Sensitive Information:

The assurance of the security of unclassified facilities, Information Technology (IT) resources, and sensitive information during the acquisition process and contract performance are essential to the DHS mission. DHS Management Directive (MD) 11042.1 Safeguarding Sensitive But Unclassified (For Official Use Only) Information, describes how contractors must handle sensitive but unclassified information. DHS MD 4300.1 Information Technology Systems Security and the DHS Sensitive Systems Handbook prescribe policies and procedures on security for IT resources. Contractors shall comply with these policies and procedures, any replacement publications, or any other current or future DHS policies and procedures covering contractors specifically for all Task Orders that require access to DHS facilities, IT resources or sensitive information. Contractors shall not use or redistribute any DHS information processed, stored, or transmitted by the contractor except as specified in the task order.

#### Security Review:

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, including the organization of the DHS Office of the Chief Information Officer, the Office of the Inspector General, authorized Contracting Officer's Representative (COR), and other government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor will contact the DHS Chief Information Security Officer to coordinate and participate in the review and inspection activity of government oversight organizations external to the DHS. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DHS data or the function of computer systems operated on behalf of DHS, and to preserve evidence of computer crime.

#### Interconnection Security Agreements:

Interconnections between DHS and non-DHS IT systems shall be established only through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements; memoranda of understanding, service level agreements or interconnect service agreements.

#### SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes

information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

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

(1) Within 30 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

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

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

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

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

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

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

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 5.5, September 30, 2007) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

#### CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

(a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely

affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

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

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

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

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

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

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

(e) Work under this contract may involve access to sensitive information. Therefore,

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

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

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

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

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

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

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

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

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

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

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

citizens after contract award shall also be reported to the contracting officer.

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

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

CLASSIFIED CONTRACTS: Authorization for classified orders must be managed at the order level in accordance with issuing agency procedures. A DD Form 254 for facility clearance at the applicable security level (i.e. SECRET, TOP SECRET, TOP SECRET SCI, etc.) will be determined as needed at the individual order level.

### **H.8.2 Task Order Subcontractors IT Security Guidelines, if applicable**

The Contractor, and its Subcontractors, if any, shall insert the substance of this Master Contract for their agency-specific IT security guidelines into all Task Order Subcontractor agreements/contracts for the provision of any IT goods or services, including all levels of Subcontractor tiers.

## **H.9 SECURITY: HOMELAND SECURITY PRESIDENTIAL DIRECTIVES-12 (HSPD-12)**

The Contractor shall comply with agency personal identity verification procedures identified in individual Orders that implement Homeland Security Presidential Directives-12 (HSPD-12); OMB guidance M-05-24; Federal Information Processing Standards Publication (FIPSPUB) number 201; and GSA HSPD-12, Personal Identity Verification- I, Standard Operating Procedure (SOP).

Contractors should look to Task or Delivery Order solicitations for guidance on whether or not the customer agency will pay for the HSPD-12 investigation or if the contractor is expected to pay the cost of the investigation. OCOs may require contractor personnel to be HSPD-12 compliant as a condition of order award.

The Contractor shall insert the above paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a Federal information system.

## **H.10 CONTRACTOR TRAINING**

The Contractor is generally expected to maintain the professional qualifications and certifications of its personnel through ongoing training. Unless specifically authorized in an individual Order, the Contractor shall not directly bill the Government for any training.

The Contractor shall comply with training requirements of the ordering agency,

including, but not limited to, training for recurring access to a Federal facility or government systems and the safeguarding of sensitive information.

### **H.11 GOVERNMENT PROPERTY**

Any equipment, property, or facilities furnished by the Government or any Contractor-acquired property must be specified on individual Orders and follow the policies and procedures of FAR Part 45, Government Property, for providing Government property to Contractors, Contractors' use and management of Government property, and reporting, redistributing, and disposing of Contractor inventory.

### **H.12 LEASING OF PERSONAL PROPERTY**

The Government contemplates that leases may be part of a solution offered by a Contractor. Where the Offeror's solution includes leasing and the Government is not the Lessee, under no circumstances on any Order issued under this Master Contract shall:

(a) The Government be deemed to have privity-of-contract with the owner/lessor of the leased items; or

(b) The Government be held liable for early termination/cancellation damages if the Government decides not to exercise an Option period under an Order unless the Contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of its proposal and the OCO for the Order has specifically approved/allowed such damages as part of the Award. The Master Contract strictly prohibits the use of lease-like payment arrangements, which purport to permit the Government to receive delivery of items and then pay for the full cost of the items over time, even if such arrangements are not technically a lease transaction because the Government is not the lessee.

### **H.13 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (SECTION 508)**

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, or used under Task Orders issued against the contract must comply with the "Electronic and Information Technology Accessibility Provisions" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194.

The offeror must reference the Section 508 technical standards below as a resource for meeting compliance of deliverables:

- Software applications and operating systems
- Web-based Intranet and Internet Information and Applications
- Telecommunications Products
- Video and multimedia products
- Self contained, closed products

Desktop and portable computers  
1194.31 Functional Performance Criteria  
1194.41 Information, Documentation and Support

The Offeror must comply with all required Federal or agency standards, as specified in the scope of work for each Order, unless exempt. OCOs have the option to perform testing and validation of EIT deliverables against any conformance claim and may include Section 508 compliance as an evaluation factor within a Task Order.

Information about Section 508 provisions and complete text is available on the GSA Government-wide Section 508 Accessibility Program website at <https://www.section508.gov/>.

#### **H.14 INTERNET PROTOCOL VERSION 6 (IPV6)**

The Master Contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that: (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 Standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development, and implementation available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor shall (1) obtain the Order Ordering Contracting Officer's (OCO's) approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available. Should the Contractor find that the Statement of Work (SOW) or specifications of this contract do not conform to IPv6 standards, it must notify the OCO of such nonconformance and act in accordance with the instructions of the OCO.

#### **H.15 COMMERCIAL SOFTWARE AGREEMENTS**

The Government understands that commercial software tools will be purchased in furtherance of this MAC and subsequent orders, and may be subject to commercial agreements which may take a variety of forms, including without limitation, licensing agreements, terms of service, maintenance agreements, and the like, whether existing, in hard copy or in an electronic or online format such as "clickwrap" or "browsewrap" (collectively, "Software Agreements"). The parties acknowledge that 12.212(a) requires the Government to procure such tools and their associated documentation under such Software Agreements to the extent such Software Agreements are consistent with Federal law.

#### **H.16 VOLUNTARY CANCELLATION OF THE MASTER CONTRACT PROVISION**

If at any point during the Base or Option periods of performance, the Contractor decides they no longer want to engage in *Participation* in the Master Contract for any reason, the Contractor may submit a written document to the MAC CO requesting a mutual cancellation of their Master Contract. If the MAC CO accepts the Contractor's

request, the MAC CO will mutually terminate and cancel the Master Contract pursuant to FAR 49.109-4, No-cost settlement. Should the Government accept a Contractor's request for Voluntary Cancellation who had been rated at any level within a *Performing* status as of their last single year period, there will not be any negative ratings assessed by the Government on the final CPARS document for the *Contractor Engagement* evaluation element. This provision is independent of any other action permitted under the contract terms and conditions. In all cases, if the Master Contract is canceled or terminated, the Contractor must continue to fully perform under any of their active or open Order(s) that had been issued under the Master Contract.

## H.17 OPTION TERM OF MASTER CONTRACT

The MAC CO will determine whether to exercise the Contractor's Master Contract Options a minimum of 60 days prior to the end of the base period. Written notification will be delivered to the Contractor at that time only if the Government's intent is to exercise the Option.

Otherwise, the Contractor may not receive any notification at 60 days prior to the end of the base period if there is no intent to exercise the Option. The Contractor is not guaranteed of an exercise of its individual Master Contract Options.

## H.18 INCORPORATION OF CONTRACTOR'S PROPOSAL

Relevant sections of the price proposal, submitted in response to this solicitation, as revised and accepted by DHS, are incorporated by reference as if it were incorporated in full text as a special addendum to this contract. Conflicts or inconsistencies between the contractor's proposal and other portions of the TacCom contract, including but not limited to Chapter B, will be resolved by giving precedence to the contract. See Chapter C, Part 1, FAR 52.212-4 Contract Terms and Conditions – Commercial Items (JAN 2017). Commitments undertaken and representations made in the contractor's incorporated proposal as to performance or other characteristics of the contractor's offered equipment or services that exceed requirements elsewhere specified in the contract become requirements of this contract, which the contractor is obligated to provide or perform under the terms of this contract.

## H.19 TRAVEL

All travel that is reimbursable on a T&M order must be approved by the TO/DO COR in advance and comply with the FAR 31.205-46, Travel Costs. The locations and durations of this travel will be determined as needed by the Government. The Government will not reimburse the contractor for local travel within 50 miles of the contractor's facility. All travel related expenses, including, but not limited to airfare, local travel, lodging, meals, rental cars, and incidental expenses incurred by the Contractor as a result of performing the services in the statement of work shall be reimbursed in compliance with FAR 31.205-46, Travel Costs.

## **H.20 INVOICING INSTRUCTIONS**

All invoices shall be submitted in accordance with the instructions provided in the individual task/delivery orders.

## **H.21 DISCLOSURE OF “OFFICIAL USE ONLY” INFORMATION SAFEGUARDS**

Any Government information made available, or to which access is provided, and which is marked or should be marked “Official Use Only,” shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person, except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employees of the Contractor or Subcontractor at any tier shall require prior written approval of the OCO. Requests to make such disclosure must be addressed to the OCO.

## **H.22 DISCLOSURE OF INFORMATION – OFFICIAL USE ONLY**

Each officer or employee of the Contractor or Subcontractor at any tier to whom “Official Use Only” information may be made available or disclosed, shall be notified in writing by the Contractor that “Official Use Only” information disclosed to that individual can be used only for a purpose, and to the extent authorized herein, and that further disclosure of any such “Official Use Only” information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his 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 the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to 10 years, or both.

## **H.23 STANDARDS OF CONDUCT AT GOVERNMENT INSTALLATIONS**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees, as necessary.

## **H.24 CONTRACTOR EMPLOYEES IDENTIFICATION**

During the period of this contract, the rights of ingress and egress to and from any office for Contractor’s personnel shall be made available, as deemed necessary by the Government. All Contractor employees, whose duties under this contract require their presence at any Government facility, shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. Obtaining the corporate identification badge is the sole responsibility of the Contractor. All prescribed information shall immediately be delivered to the appropriate Government Security Office for cancellation or disposition upon the termination of employment of any

Contractor personnel. All on-site Contractor personnel shall abide by security regulations applicable to that site.

## H.25 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

(a) The Government hereby provides notification that Government personnel observe the listed days as holidays:

### Federal Holidays

<b>(1) New Year's Day</b>	<b>(6) Labor Day</b>
<b>(2) Martin Luther King's Birthday</b>	<b>(7) Columbus Day</b>
<b>(3) President's Day</b>	<b>(8) Veterans' Day</b>
<b>(4) Memorial Day</b>	<b>(9) Thanksgiving Day</b>
<b>(5) Independence Day</b>	<b>(10) Christmas Day</b>

(b) In addition to the days designated as holidays, the Government observes the following days:

- (1) Any other day designated by Federal Statute
- (2) Any other day designated by Executive Order
- (3) Any other day designated by the President's Proclamation

(c) It is understood and agreed 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 of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be compensated by the Contractor; however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

(d) When the Federal and Governmental entities grant excused absence to its employees, the Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the OCO or the Order COR.

(e) The OCO shall notify the Contractor if Government personnel are furloughed to provide direction as to requirements for contract performance during the furlough period. It is the

Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

(1) Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal workstation) shall continue to work and the contract price shall not be reduced or increased.

(2) Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

(f) In those situations that furloughed Government personnel are reimbursed, the Contractor may not invoice for their employees working during the Government furlough, until such time as the special legislation affecting Government personnel is signed into law by the President of the United States.

(g) Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work clauses as cited in other sections of this contract.

## **H.26 NOTICE OF INTERNET POSTING OF AWARDS**

DHS intends to electronically post the TacCom II contracts, including fully-burdened ceiling labor rates, to the internal DHS intranet website. This does not include Contractor proposals or any other proprietary information provided by Contractors relevant to task order performance. Posting of the contract documents and associated modifications via the intranet is in the best interest of the Government, as well as the Contractors. It will allow Contractors to direct future DHS customers to the site to view labor categories and rates as they develop IGCEs in preparation of proposed Orders.

## **H.27 OPEN SEASON PROCEDURES**

If DHS determines that it would be in the Government's best interest to open a new solicitation to add new contractors to the TacCom IDIQ, the TacCom CO may do so at any time provided that:

(a) The open season solicitation is issued under then-applicable Federal procurement law;

(b) The open season solicitation identifies the total approximate number of new awards that the TacCom CO intends to make. The TacCom CO may decide to award more or fewer TacCom contracts than the number anticipated in the solicitation depending upon the overall quality of the offers received;

(c) The award decision under any open season solicitation is based upon substantially the same evaluation factors/sub-factors as the original TacCom II solicitation;

(d) The terms and conditions of any resulting awards from an open season solicitation are materially identical to the existing version of the basic TacCom II contracts;

(e) The term for any such new awards from an open season solicitation is co-terminus with the existing term for all other TacCom contracts, including option periods;

(f) If awarded an TacCom contract through the open season authority, any new TacCom Small Business or Unrestricted Prime Contractor is eligible to compete for task orders with the same rights and obligations as any other TacCom II Contractor; and

(g) The award of any new TacCom II contract(s) does not increase the overall ceiling of the TacCom contract program.

## H. 28 SMALL BUSINESS PARTICIPATION

(a) Reserve for Small Business. This contract \_\_\_ is \_\_\_ is not awarded as part of the reserve for small business. *[Varies by Awardee, as applicable]*

(b) Set-Asides of Task or Delivery Orders. Order opportunities under this contract may be set-aside for exclusive competitive participation by small business concerns at the discretion of the order contracting officer, amenable to FAR 16.505(b)(2)(i)(F). Set-asides will not be made below the small business level (such as for HUBZone small business concerns, service-disabled veteran-owned small business concerns, 8(a) business development participants, women-owned small business concerns, or economically-disadvantaged women-owned small business concerns).

(c) Applicability of Clauses. This contract includes the clause at FAR 52.219-6, Notice of Total Small Business Set-Aside, and FAR 52.219-14, Limitations on Subcontracting, amenable to the prescribing language at FAR 19.508(c) and (e). If this contract is awarded as part of the reserve for small business (see (a) above), the clauses will apply to the contract and all orders issued under the contract. If this contract is not awarded as part of the reserve, the clauses do not apply to the contract but will apply only to orders when the order opportunity is set-aside for exclusive competitive participation by small business concerns (see (b) above).

## H. 29 APPLICABILITY OF SERVICE CONTRACT LABOR STANDARDS CLAUSES

(a) The clauses listed below, if they are elsewhere incorporated into this contract, will be operative only under task orders which incorporate a wage determinations—

(1) FAR 52.222-41, Labor Standards

(2) FAR 52.222-42, Statement of Equivalent Rates for Federal Hires

(3) FAR 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts)

(4) FAR 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment

(END OF SECTION H)

# CHAPTER C – CONTRACT TERMS AND CONDITIONS

## SECTION I - CONTRACT CLAUSES

### I. GENERAL

In accordance with FAR 52.301, Solicitation Provisions and Contract Clauses (Matrix), due to the various combinations for contract provisions/clauses that may be Optional under an individual Delivery/Task Order based on the contract type, statement of work, dollar value, and other specific customer agency requirements, the Master Contract (TACCOM II IDIQ) cannot predetermine all the contract provisions/clauses for future individual Delivery/Task Orders. However, all Applicable and Required provisions/clauses set forth in FAR 52.301 automatically flow down to all Delivery/Task Orders, based on their specific contract type, statement of work, and dollar value.

All Applicable and Required provisions/clauses that automatically flow down to Deliver/Task Orders shall remain unchanged. If a future Applicable or Required provision(s)/clause(s) are to the benefit of future Delivery/Task Orders solicited under the Master Contract, the future Applicable or Required provision/clause may be updated and Effective Date under a bi-lateral modification to the Master Contract.

The Ordering Contracting Officer (OCO) will identify any Optional, and/or Agency-specific provisions/clauses for each individual Delivery/Task Order solicitation and subsequent award. The OCO will provide the provision/clause Number, Title, Date, and fill-in information (if any), as of the date the Delivery/Task Order solicitation is issued.

The clauses in Section I apply to Delivery/Task Orders, as applicable, depending upon any of the following:

- 1) the clause prescription for use per FAR 52.101(c),
- 2) FAR matrix per FAR 52.301
- 3) the contract type of the Delivery/Task Order, and
- 4) as specifically cited in the Delivery/Task Order

Ordering Contracting Officers may include additional clauses in Task Orders, such as:

- 1) optional FAR clauses,
- 2) agency alternate and supplemental clauses,
- 3) alternate FAR clauses, and
- 4) Delivery/Task Order-specific clauses

Additional clauses are not limited to those associated only with Section I of the Uniform Contract Format in FAR 52.3.

Clauses and provisions relating to the Service Contract Labor Standards will be included in an individual Task Order as deemed applicable by the OCO.

**PART 1 – FAR CLAUSES INCORPORATED BY REFERENCE**

**FAR 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 online at [www.acquisition.gov](http://www.acquisition.gov)

CLAUSE NO.	TITLE	DATE	FP	TM	IND DEL
52.204-2	SECURITY REQUIREMENTS	AUG 1996	X	X	X
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER	MAY 2011	X	X	X
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011	X	X	X
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013	X	X	X
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY 2006	X	X	X
52.207-5	OPTION TO PURCHASE EQUIPMENT	FEB 1995 2053	X	X	X
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	JAN 2017	X	X	X
52.212-4	ALTERNATE I FILL IN: <i>Determined at the order level, and as applicable in B.5 and H.19</i>	JAN 2017	X	X	X
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997	X	X	X

52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013	X	X	X
52.223-3*	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997	X	X	X
52.223-3	ALTERNATE I	JUL 1995	X	X	X
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION.	MAY 2011	X	X	X
52.223-5	ALTERNATE I	MAY 2011	X	X	X
52.223-5	ALTERNATE II	MAY 2011	X	X	X
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	X	X	X
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011	X		
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011	X	X	X
52.225-8	DUTY-FREE ENTRY	OCT 2010	X	X	X
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007	X	X	X
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	X	X	X
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION	JAN 1997	X		X
52.232-17	INTEREST	MAY 2014	X	X	X
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014	X	X	X
52.232-23	ALTERNATE I	APR 1984	X	X	X
52.232-25	PROMPT PAYMENT ALTERNATE I	FEB 2002		X	X

52.232-37	MULTIPLE PAYMENT ARRANGEMENTS.	MAY 1999	X	X	X
52.232.39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUNE 2013	X	X	X
52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013	X	X	X
52.233-1	DISPUTES	MAY 2014	X	X	X
52.233-1	ALTERNATE I	DEC 1991	X	X	X
52.233-3	PROTEST AFTER AWARD	AUG 1996	X	X	X
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004	X	X	X
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	X	X	X
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014		X	X
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997		X	X
52.242-13	BANKRUPTCY	JUL 1995	X	X	X
52.243-1	CHANGES – FIXED-PRICE	AUG 1987	X		X
52.243-1	ALTERNATE I	APR 1984	X		X
52.243-1	ALTERNATE II	APR 1984	X		X
52.243-1	ALTERNATE III	APR 1984	X		X
52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000		X	X

52.244-2*	SUBCONTRACTS	OCT 2010	X	X	X
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996	X		X
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN 2016	X	X	X
52.245-1	GOVERNMENT PROPERTY	APR 2012	X	X	X
52.245-1	ALTERNATE I	APR 2012	X	X	X
52.245-1	ALTERNATE II	APR 2012	X	X	X
52.245-2*	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES <u>(OCO should provide in full text)</u>	APR 2012	X	X	
52.245-9	USE AND CHARGES	APR 2012	X	X	X
52.246-23	LIMITATION OF LIABILITY	FEB 1997	X		X
52.246-24	LIMITATION OF LIABILITY – HIGH VALUE ITEMS	FEB 1997	X		X
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997	X	X	X
52.247-1*	COMMERCIAL BILL OF LADING NOTATIONS	FEB 2006	X	X	X
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012	X	X	X
52.253-1	COMPUTER GENERATED FORMS	JAN 1991	X	X	X

*(Note: Clause numbers followed by an asterisk (\*) require fill-ins by the OCO if determined applicable and incorporated into the Order.)*

**PART 2 – FAR CLAUSES INCORPORATED IN FULL TEXT**

**FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(4) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(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 (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

(3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(5) [Reserved].

(6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

(9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved].

(11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

(ii) Alternate I (Nov 2011) of [52.219-3](#).

(12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

(ii) Alternate I (JAN 2011) of [52.219-4](#).

(13) [Reserved]

(14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(15)(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](#).

(16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

(17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([15 U.S.C. 637\(d\)\(4\)](#)).

(ii) Alternate I (Nov 2016) of [52.219-9](#).

(iii) Alternate II (Nov 2016) of [52.219-9](#).

(iv) Alternate III (Nov 2016) of [52.219-9](#).

(v) Alternate IV (Nov 2016) of [52.219-9](#).

(18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).

(19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).

(20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

(21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

(22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).

(23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

(24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

(25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

(26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

(27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

\_X\_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

\_X\_ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

\_X\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_X\_ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

~~\_\_\_ (35) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).~~

~~**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the FEDERAL REGISTER advising the public of the termination of the injunction.~~

~~\_\_\_ (36) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016).~~

\_\_\_ (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_X\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_X\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_X\_ (40)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_X\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).

\_\_\_ (41)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).

\_X\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

- (43)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-16](#).
- (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- (46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- (47)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of [52.224-3](#).
- (48) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- (49)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of [52.225-3](#).
- (iii) Alternate II (May 2014) of [52.225-3](#).
- (iv) Alternate III (May 2014) of [52.225-3](#).
- (50) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), ET SEQ., [19 U.S.C. 3301](#) note).
- (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (56) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (57) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (58) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (59) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

(60) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

(61) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(62)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

(ii) Alternate I (Apr 2003) 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:

(1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

(2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

(4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

(5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

(6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

(11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iv) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))

(x) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(xii)

[52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).

(xiii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xiv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

~~(xvii) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (Oct 2016)~~

~~(Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).~~

~~**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, [52.222-59](#) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the FEDERAL REGISTER advising the public of the termination of the injunction.~~

~~(xviii) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (Oct 2016).~~

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) 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)

## FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of Delivery Orders or Task Orders by the individuals or activities designated in the Schedule. Such orders may be issued from \_\_\_\_\_ through

\_\_\_\_\_ [effective date of award – five years after date of award, if all options are exercised].

(b) All delivery orders or Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or Task Order and this contract, this contract shall control.

(c) If mailed, a delivery order or Task Order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized by the Schedule.

(End of clause)

### **FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the **\$25**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$100,000,000
- (2) Any order for a combination of items in excess of \$500,000,000
- (3) A series of orders from the same ordering office within 10 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven calendar days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

### **FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and

effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days following the effective period of this contract (excluding warranties of longer duration).

(End of clause)

#### **FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

#### **FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of services under this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months (see FAR 52.216-22 for terms regarding orders and items that survive the effective period of this contract).

(End of clause)

### **FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**

(d) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR [22.1301](#).

(e) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(f) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

### **FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**

(g) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(h) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

## **FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)**

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

\* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR [23.601](#)(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)



### PART 3 - HSAR CLAUSES INCORPORATED BY REFERENCE

#### HSAR 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. Also, the full text may be accessed electronically at these Internet addresses:

[www.acquisition.gov](http://www.acquisition.gov)

CLAUSE NO.	TITLE	DATE
3052.203-70	INSTRUCTIONS FOR CONTRACTOR DISCLOSURE OF VIOLATIONS	SEP 2012
3052.205-70	ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES	SEP 2012
3052.211-70	INDEX FOR SPECIFICATIONS	DEC 2003
3052.212-70	CONTRACT TERMS & CONDITIONS FOR DHS ACQUISITION OF COMMERCIAL ITEMS	SEP 2012
3052.215-70	KEY PERSONNEL OR FACILITIES (*OCO FILL IN)	DEC 2003
3052.219-70	SMALL BUSINESS SUBCONTRACTING PLAN	JUN 2006
3052.228-70	INSURANCE	DEC 2003
3052.242-72	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE	DEC 2003

**PART 4 – HSAR CLAUSES INCORPORATED IN FULL TEXT**  
**HSAR 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED**  
**INFORMATION TECHNOLOGY RESOURCES (JUN 2006) *(If required for a***  
***Task/Delivery Order)***

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

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

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

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

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

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

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

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

(d) At the expiration of the order, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-

public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

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

(End of clause)

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

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

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

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

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could

adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

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

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

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

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

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

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

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

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
  - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
  - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

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

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

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

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

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

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

(e) Treatment of Certain Rights.

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

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

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

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

(End of clause)

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

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The indefinite nature of the work to be performed on the instant contract creates a potential conflict of interest on a future acquisition.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

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

(End of clause)

## **HSAR 3052.219-71 DHS MENTOR-PROTÉGÉ PROGRAM (JUN 2006)**

(a) Large businesses are encouraged to participate in the DHS Mentor-Protégé Program for the purpose of providing developmental assistance to eligible small business protégé entities to enhance their capabilities and increase their participation in DHS contracts.

(b) The program consists of:

(1) Mentor firms, which are large prime contractors capable of providing developmental assistance;

(2) Protégé firms, which are small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small business concerns; and

(3) Mentor-Protégé agreements, approved by the DHS OSDBU.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform DHS contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the DHS Mentor-Protégé program are eligible for a post-award incentive for subcontracting plan credit. The mentor may receive credit for costs it incurs to provide assistance to a protégé firm. The mentor may use this additional credit towards attaining its subcontracting plan participation goal under the same or another DHS contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar for dollar basis and reported in the Summary Subcontract Report via the Electronic Subcontracting Reporting System (eSRS) at [www.esrs.gov](http://www.esrs.gov). For example, a mentor/large business prime contractor would report a \$10,000 subcontract to the protégé/small business subcontractor and \$5,000 of developmental assistance to the protégé/small business subcontractor as \$15,000. The Mentor and Protégé will submit a signed joint statement agreeing on the dollar value of the developmental assistance and the Summary Subcontract Report.

(e) Contractors interested in participating in the program are encouraged to contact the DHS OSDBU for more information.

(End of clause)

## **HSAR 3052.225-70 REQUIREMENT FOR USE OF CERTAIN DOMESTIC COMMODITIES (AUG 2009)**

(a) Definitions. As used in this clause--

- (1) Commercial," as applied to an item described in subsection (b) of this clause, means an item of supply, whether an end product or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.
- (2) Component" means any item supplied to the Government as part of an end product or of another component.
- (3) End product" means supplies delivered under a line item of this contract.
- (4) Non-commercial," as applied to an item described in subsections (b) or (c) of this clause, means an item of supply, whether an end product or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.
- (5) Qualifying country" means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.
- (6) United States" includes the possessions of the United States.

(b) The Contractor shall deliver under this contract only such of the following commercial or non-commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

- (1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or
- (2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying equipment (such as field packs), textile marine equipment, parachutes or bandages.

(c) The Contractor shall deliver under this contract only such of the following non-commercial items, either as end products or components that have been grown, reprocessed, reused, or produced in the United States:

- (1) Cotton and other natural fiber products.
- (2) Woven silk or woven silk blends.
- (3) Spun silk yarn for cartridge cloth.
- (4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).
- (5) Canvas products.
- (6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
- (7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).

(d) This clause does not apply--

- (1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;
  - (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool is not more than 10 percent of the total price of the end product; or
  - (3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.
- (End of clause)

### **SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015) *(If required for a Task/Delivery Order)***

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Definitions.* As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

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

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

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

"Sensitive Information Incident" is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

"Sensitive Personally Identifiable Information (SPII)" is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver's license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual's name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother's maiden name, account passwords or

personal identification numbers (PIN)

Other PII may be “sensitive” depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities.* The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. *MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information* describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The *DHS Sensitive Systems Policy Directive 4300A* and the *DHS 4300A Sensitive Systems Handbook* provide the policies and procedures on security for Information Technology (IT) resources. The *DHS Handbook for Safeguarding Sensitive Personally Identifiable Information* provides guidelines to help safeguard SPII in both paper and electronic form. *DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program* establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute *DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor's invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(e) *Authority to Operate*. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

(1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A (Version 11.0, April 30, 2014)*, or any successor publication, *DHS 4300A Sensitive Systems Handbook (Version 9.1, July 24, 2012)*, or any successor publication, and the *Security Authorization Process Guide* including templates.

(i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.

(ii) **Independent Assessment.** Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in *NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations*. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.

(iii) **Support the completion of the Privacy Threshold Analysis (PTA) as needed.** As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) **Renewal of ATO.** Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) **Security Review.** The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent

necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Continuous Monitoring.* All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with *FIPS 140-2 Security Requirements for Cryptographic Modules* and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.

(5) *Revocation of ATO.* In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

(6) *Federal Reporting Requirements.* Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

(f) *Sensitive Information Incident Reporting Requirements.*

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with *4300A Sensitive Systems Handbook Incident Response and Reporting* requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall

use *FIPS 140-2 Security Requirements for Cryptographic Modules* compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in *4300A Sensitive Systems Handbook Incident Response and Reporting*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Data Universal Numbering System (DUNS);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) Contracting Officer POC (address, telephone, email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;
- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

*(g) Sensitive Information Incident Response Requirements.*

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

- (i) Inspections,
- (ii) Investigations,
- (iii) Forensic reviews, and
- (iv) Data analyses and processing.

(4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(h) *Additional PII and/or SPII Notification Requirements.*

(1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the *DHS Privacy Incident Handling Guidance*. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

(2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.

(i) *Credit Monitoring Requirements.* In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

(1) Provide notification to affected individuals as described above; and/or

(2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18

months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;
- (ii) Daily customer service;
- (iii) Alerts provided to the individual for changes and fraud; and
- (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

(3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(j) *Certification of Sanitization of Government and Government-Activity-Related Files and Information.* As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in *NIST Special Publication 800-88 Guidelines for Media Sanitization*.

(End of clause)

## **INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)** ***(If required for a Task/Delivery Order)***

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training

course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31<sup>st</sup> of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31<sup>st</sup> of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements.* All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take *Privacy at DHS: Protecting Personal Information* before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31<sup>st</sup> of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31<sup>st</sup> of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

(END OF SECTION I)

## **CHAPTER D – EXHIBITS AND ATTACHMENTS**

### **SECTION J- LIST OF ATTACHMENTS**

#### **CONTRACT ATTACHMENTS**

1. TACCOM II LCAT REQUIREMENTS
2. COMMON REQUIREMENTS LIST
3. PRICING ATTACHMENT-LABOR CATEGORY CEILING RATES
4. WD No. 2015-5637 SCA WD for San Francisco - Revision 8 011618

(END OF SECTION J)