



Department of Homeland Security (DHS)  
Federal Emergency Management Agency (FEMA)

Federal Insurance and Mitigation Administration  
(FIMA)

National Flood Insurance Program (NFIP)  
PIVOT Program

Task Order Proposal Request (TOPR)

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**Section I - Overview**  
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The Federal Emergency Management Agency (FEMA) intends to award a single task order under the Department of Homeland Security (DHS) Enterprise Acquisition Gateway for Leading-Edge Solutions II (EAGLE II) contract for the National Flood Insurance Program (NFIP) PIVOT Program. The requirement will be competed under Functional Category (FC) 1, Service Delivery, including Integration, Software Design/Development, Operations & Maintenance among 8(a) track IDIQ holders. The North American Industry Classification Code System (NAICS) code is 541511 Custom Computer Programming Services and the small business size standard is \$27.5 million.

**EAGLE II**

At the time of award for this task order and prior to the exercise of options, the Offerors must have a valid Eagle II contract in effect that covers the appropriate performance period of the task order. The Offeror shall notify the Contracting Officer no later than 90 days before its EAGLE II contract expiration and inform of a contract extension or not. The task order established as a result of this TOPR will be based on established EAGLE II rates and any applicable rate discounts.

**1. Authority**

Pursuant to FAR 16.505 and in accordance with DHS Directive 060-01 Development and Use of Strategic Sourcing Contract Vehicles a single task order will be awarded under the DHS EAGLE II. Eagle terms and conditions for FC1 8(a) track are applicable to this order.

**2. Term**

The Order term is one (6) month base period and four (6) month option periods. The total contract duration if all options are exercised is two years and 6 months or 30 months.

**2.1 Period of Performance** (Actual date will be filled in at time of award)

Base Period: Date of award (DOA) through 6 months

Option Period: 6 Months

Option Period: 6 Months

Option Period: 6 Months

Option Period: 6 Months

**3. Place of Performance**

The principal place of performance shall be at FEMA Headquarters, located in Washington D.C. as well as optional telework at the Contractor's Work Site. Telework must be preapproved by the COR in writing. FEMA PMO and stakeholders are located within 400/500 C St. SW, Washington D.C., 20472.

**4. Travel**

Contractor travel is anticipated for this requirement. Travel must be pre-approved by the COR and the CO. All travel shall be in accordance with the Contractor's EAGLE II IDIQ contract,

Federal Travel Regulation and FAR 31.205-46. Approved travel expenses will be reimbursed based on actual costs incurred.

### **5. Order Type**

The task order will be Time and Materials. Materials and travel will be reimbursed at actual cost. Labor category rates will be fixed and in accordance with the master contract.

### **6. Contract Ceiling (not to exceed)**

The total value of the task order is \$18,000,000.00. That is the not to exceed value.

**7. Attachment 1 – NFIP PIVOT Price Template** Fully-burdened labor rates include all direct labor and indirect costs applicable to that direct labor (such as fringe benefits, overhead, G&A), and profit. The fully-burdened hourly rates are ceiling rates. Eagle II rates for the current year are applicable.

### **7.1 EAGLE II Rates - Government Site**

#### **Government Site Rates.**

When performing at Government sites, the Contractor shall furnish fully-burdened labor rates. The Government will provide only office space and may provide furniture and office equipment and supplies. Situational or regular telework, when authorized, shall be billed at Government Site Rates.

### **B.7.2 Time and Material (T&M) Task and Labor-Hour (L-H) Type**

For T&M or L-H type orders, the quantity of hours ordered from each labor category will be billable per the number of labor hours expended for each labor category. For T&M type task orders, profit on materials is not allowable. Reimbursement under the contract shall be governed by the clause at FAR 52.232-7, Payments under Time and Materials and Labor-Hour Contracts.

## **Section II - Statement of Objectives (SOO)**

**NFIP PIVOT Program  
Task Order Proposal Request**

**See Attachment 2 – NFIP PIVOT Program Statement of Objectives (SOO)**

## **Section III - Deliverables Media, Inspection and Place of Performance**

### **NFIP PIVOT Program Task Order Proposal Request**

#### **1. Deliverables Media**

The Contractor shall provide deliverables to the addresses identified in Order. Administrative deliverables shall be provided in machine readable format using Microsoft Office Suite and/or Adobe via email, or flash drives for those deliveries that cannot be emailed. All deliverables containing Agency specific, sensitive, and project detail information shall only be provided via email servers or hard copy via U.S. Mail, FedEx, or USPS. Orders will identify specific delivery requirements if different from the above. The Contractor shall use recommended commercial practices for formatting deliverables under Orders unless the agency's standard operating procedures state otherwise, standard information procedures and other formats.

#### **2. Marking for Delivery**

Unless otherwise specified, all deliverables submitted to the Government shall clearly indicate the task order number, contractor's name, description of items contained therein and the consignee's name and address for which the information is being submitted.

#### **3. Inspection and Acceptance**

Inspection and acceptance of the services and support to be furnished hereunder shall be made by the appropriate COR, or other authorized Government representative designated in the Order.

##### **3.1 Scope of Inspection**

All deliverables may be inspected for content, completeness, accuracy and conformance to Order requirements by the COR or other Government authorized representative designated in each Order. Inspection may include validation of information or inspection of the deliverables, as specified in each Order. The scope and nature of this inspection will be comprehensive to validate the completeness, accuracy, and conformance to requirements.

##### **3.2 Acceptance Criteria**

Acceptance criteria will be defined by the COR; however, general quality measures, as set forth below, will be applied to each work product received from the Contractor.

- Professional – Staff will work in an integrated Federal and Contractor Program Management Office, and will be professional and supportive.
- Accuracy - Work products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work products shall be clear and concise using plain language. Any/all diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of the call/task order with emphasis on technology, process and resource optimization.
- File Editing - All text and diagrammatic files shall be editable by the Government.

- Format - Work products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
- Timeliness - Work products shall be submitted on or before the due date specified in the task order or submitted in accordance with a later scheduled date determined by the COR.
- Transferability - Work products shall be submitted with all the context and background necessary for PMO, Federal or other Contractors to understand and iterate on.
- Transparent - Work products shall be non-proprietary and be developed using an open architecture to promote transparency within the PMO and amongst all stakeholders.

#### 4. Inspection and Acceptance of Services

Within approximately five (5) business days of each sprint's conclusion, FEMA NFIP will inspect, test, review and accept all Code submitted in the identified repository, as applicable.

The COR and the FEMA NFIP Product Lead will review all deliverables and provide concurrence to the CO for deliverable acceptance/rejection. The CO will formally accept all deliverables to the contractor within approximately 30 calendar days from the end of the task order, via electronic means. The COR's acceptance of all deliverables will be contingent on Product Owner approval.

Any contractor performance to correct defects found by the Government as a result of quality assurance surveillance and by the contractor as a result of quality control, shall be in accordance with FAR 52.246-6, Inspection – Time-and-Materials and Labor-Hour. The COR and the FEMA NFIP COR will monitor compliance and report to the Contracting Officer.

## **Section IV - General and Administrative Information**

### **NFIP PIVOT Program Task Order Proposal Request**

#### **1. FEMA Contracting Officer (CO)**

(a) The FEMA CO is the only person authorized to approve changes to or modify any of the requirements under the Order. In the event the Contractor effects any such change at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any expenses incurred as a result thereof. FEMA CO is:

Name: Nicole Smith  
Address: Federal Emergency Management Agency  
500 C. Street, SW, 3rd Floor  
Washington, DC 20472-3205  
Email: Nicole.Smith@fema.dhs.gov  
Tel No: 202-212-4109

(b) The Contractor shall submit requests for modification of this contract and other administrative requests to the CO and courtesy copy the COR.

(c) Contractual problems of any nature should be handled as soon as possible, and according to applicable public laws and regulations (e.g., Federal Acquisition Regulation). The problem resolution escalation sequence in FEMA is as follows: 1) the initial point of contact for problem resolution is the Contracting Officer's Representative (COR) authorized to oversee services, 2) then the Contracting Officer that awarded the Order.

(d) Requests for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the CO. The CO is the only official authorized to terminate for cause, to issue notices of termination for cause, and to issue cure notices and show cause notices for the Order.

The CO is responsible for:

- 1) Negotiation and Award of the order. CO have the authority to legally bind their organization to order modifications.
- 2) Administration of the task order. Day-to-day administration activities will generally be carried out by the COR.
- 3) Settlement and Resolution of Contracting Issues. The CO is authorized to settle and resolve contracting issues.
- 4) Contract Records. The CO is responsible for maintaining a complete record of all contracting documents (electronically and/or manually).

#### **2. FEMA Contracting Officer Representative (COR)**

The COR has responsibility for receipt and acceptance of the contract-level deliverables and reports and past performance reporting for the contract. The COR supports the CO and PM in the general management of the program.

Name: Traci Crawford



Address: Federal Emergency Management Agency  
500 C. Street, SW, 5<sup>th</sup> Floor  
Washington, DC 20472-3205  
Email: To Be Provided Upon Task Order Award  
Tel No.: To Be Provided Upon Task Order Award

The CO may designate one or more CORs for the Order that will be responsible for the day-to-day oversight of the Order. The COR will represent the CO in the administration of technical details within the scope of the task order. The COR is also responsible for the final inspection and acceptance of all task order deliverables and reports, and such other responsibilities as may be specified in the order. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the CO or the Government. The COR does not have authority to alter the Contractor's obligations or to change the order specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify order obligations or the specification, changes will be issued in writing and signed by the CO.

(A) The designated COR may provide written technical direction to the Contractor concerning the work performed under the contract. Technical direction is limited to direction that fills in details or otherwise completes the general description of the work set forth in the contract. Technical direction includes:

- 1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual Statement of Objectives.
- 2) Guidelines to the Contractor, that help interpret technical portions of work descriptions.

(B) Technical direction must be within the general scope of work stated in the contract.

Technical direction may not be used to:

- 1) Assign additional work under the contract.
- 2) Direct a change as defined in the "CHANGES" clause of the contract.
- 3) Increase or decrease the contract price or estimated contract amount (including fee), as applicable, the direct labor hours, or time required for contract performance.
- 4) Change any of the terms, conditions or specifications of the contract.
- 5) Interfere with the Contractor's rights to perform the terms and conditions of the contract.

(C) All technical direction has to be in writing (or via e-mail) by the applicable COR.

(D) If the Contractor believes any technical direction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor must notify the CO in writing within five (5) working days after receipt of any such instruction. The Contractor must not proceed with the work affected by the technical direction unless and until the Contractor is notified by the CO that the technical direction is within the scope of this contract. To notify the Contractor, the CO will either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is-

- 1) Rescinded in its entirety; or
- 2) Within the scope of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(E) Failure of the Contractor and CO to agree that the instruction or direction is both within the scope of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, is subject to the Disputes clause of this contract.

(F) Any action(s) taken by the Contractor in response to any direction given by any person other than the CO or the applicable COR is at the Contractor's risk.

(G) Nothing in the foregoing paragraph will excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical direction.

### **3. Invoicing and Payment**

The contractor shall submit an invoice(s) upon delivery and acceptance of all supplies or services **as specified in the Price/Cost Schedule and per COR acceptance. Invoices shall be submitted on a monthly basis.**

**Electronic copies** must be submitted to the following individuals:

- ✓ Contracting Officer
- ✓ Contract Specialist/Administrator
- ✓ Contracting Officer's Representative

All invoices shall be submitted to the "Designated Billing Office" and/or "Designated Payment Office". Invoices will be handled in accordance with the Prompt Payment Act and a payment will be made for items accepted by the Government that have been provided. Invoices may be submitted via e-mail to [Fema-finance-vendor-payment@fema.dhs.gov](mailto:Fema-finance-vendor-payment@fema.dhs.gov). The FEMA Finance Center, P.O. Box 9001, Winchester, VA. 22604. The telephone number is 540-504-1900. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

Paper vouchers mailed to the finance center will not be processed for payment. If the Contractor is unable to submit a payment request in electronic form, the contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

To constitute a proper invoice; the invoice must include those items cited in FAR 52.232-25, Prompt Payment, Paragraphs (a) (3) (i) through (a) (3) (viii). Unless otherwise stated in the Order, the Contractor shall submit an original invoice containing the following information, if applicable:

- (a) Name and address of the Contractor;
- (b) Invoice date and number;
- (c) Contract number, contract line item number (CLIN) and Order number;
- (d) Description, quantity, unit of measure, unit price, labor category, labor hours, and extended price of the items delivered;
- (e) Name and address of official to whom payment is to be sent;
- (f) Name, title, and phone number of person to notify in event of defective invoice; and

- (g) Electronic funds transfer (EFT) banking information.
- (h) Invoice total
- (i) Period of Performance
- (j) For each individual working under a labor-hour, including firm-fix priced payment:
  - Individual's name
  - Labor category
  - Labor rate
  - Number of hours worked
  - Time sheet for the billing period
- (k) Other Direct Cost related to licenses and subscription, may include but not limited too
  - Instance Category (actual name from provider, size, type, etc)
  - Rate of Instances per hour
  - Number of hours running
  - Utilization per instance for billing period

The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Paper vouchers mailed to the finance center will not be processed for payment. If the Contractor is unable to submit a payment request in electronic form, the contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

Invoices shall be submitted as follows: Contractors shall use Standard Form (SF) 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 (Continuation Sheet) when requesting payment for supplies or services rendered. Both forms are located at <http://www.gsa.gov/portal/forms/type/SF>. Suitable self-designed forms (contractor invoice forms) may be submitted instead of the SF 1035 as long as they contain the information required.

The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and unit price must match those specified in the contract. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor. The Contractor shall not be paid more frequently than on a monthly basis.

#### **SF 1034 and 1035 instructions:**

##### **SF 1034 – Public Voucher for Purchases and Services Other than Personal**

The information which a Contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the Contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original

voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)

(6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.

(7) **Discount Terms** - enter terms of discount, if applicable.

(8) **Payee's Account Number** - this space may be used by the Contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) **Payee's Name and Address** - show the name of the Contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the Contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the CO.

(10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

(11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of supplies or services delivered.

(12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035" OR "For detail, see contractor invoice form".

(13) Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official) (Title)

(14) **Amount** - insert the amount claimed for the period indicated in (11) above. This amount should be transferred from the total per the SF 1035 Continuation Sheet or contractor invoice form.

### **SF 1035 – Continuation Sheet**

The SF 1035 will be used to identify the specific item description, quantities, unit of measure, and prices for each category of deliverable item or service. **Suitable self-designed forms (contractor invoice form) may be submitted instead of the SF 1035 as long as they contain the information required.**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

**U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.

**Voucher Number** - insert the voucher number as shown on the Standard Form 1034.

**Schedule Number** - leave blank.

**Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

**Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.

**Articles or Services** - insert the contract number as in the Standard Form 1034, and description.

**Quantity; Unit Price** – insert for supply contracts.

**Amount** - insert the total quantities contract value, and amount and type of fee payable (as applicable).

**A summary of claimed current and cumulative goods and services delivered and accepted to date. -**

Invoices shall include an itemization of all goods and services delivered and accepted for the period by item and by CLIN. Each invoice shall include sufficient detail to identify goods and services as compared

**ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION**

1. To receive payment, the contractor shall submit their EFT information to the Government. EFT information may be submitted by EFT form, through System for Award Management (SAM), or on invoice. Failure to provide the EFT information or failure to notify the Government of changes to this EFT information may result in delays in payments and/or rejection of the invoice in accordance with the Prompt Payment clause of this contract. EFT forms may be submitted directly the FEMA Finance Center at [FEMA-Finance-RecordsMaintenance@fema.dhs.gov](mailto:FEMA-Finance-RecordsMaintenance@fema.dhs.gov), or to the Contracting Office.
2. If submitting EFT information on invoice/voucher, the following EFT information should be submitted:

(a) Routing Transit Number (RTN) – The contractor shall provide the current 9-digit RTN of the payee's bank

(b) Payee's account number

(c) Contractor's Tax Identification Number (TIN)

(The EFT information submitted must be that of the contractor unless there is an official Assignment of Claims on file with the payment office.)

If at any time during the term of this contract, the contractor changes any EFT information, (i.e. financial agent, RTN, account number, etc.) the new EFT information must replace the old EFT information on subsequent invoices submitted under this contract, through SAM, or by submission of a new EFT form.

**4. Advertisements, Publicizing Awards and News Releases**

Under no circumstances shall the Contractor, or anyone acting 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 FEMA Contracting Officer. This restriction does not apply to marketing materials developed for presentation to potential government customers of this contract vehicle.

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.

**5. Identification of Contractor Personnel**

The Contractor shall ensure that its employees and subcontractors will identify themselves as employees of their company while working on FEMA contracts. For example, Contractor personnel shall introduce themselves in person and in voice-mail, as employees of their respective companies, and not as FEMA employees. Under no circumstances and at no time

shall subcontractors of the prime identify themselves as employees of the prime or in any other way suggest, by action or inaction, that they are employees of the prime. Failure to adhere to this requirement may constitute grounds for termination for cause. Contractor shall ensure that their personnel use the following format signature on all official e-mails generated by DHS computers:

Name

Position or Professional Title

Prime FEMA Contractor Name OR Subcontractor Company Name in support of Prime FEMA Contractor Name

Supporting the \_\_\_\_\_ Division/Office of FEMA

Phone

Fax

## **6. Post-Award Evaluation of Contractor Performance**

Contractor Performance Evaluations: Annual and final evaluations of Contractor performance will be prepared on this contract in accordance with FAR 42.1500. The final performance evaluations will be prepared following the end of the period of performance. Annual and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The Contractor shall be permitted thirty (30) days to respond. Contractor response is voluntary. Any disagreement between the parties regarding an evaluation will be referred to the cognizant Division Director (or his/her equivalent), whose decision is final. 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.

Electronic Access to Contractor Performance Evaluations: FAR 42.15 requires agencies to prepare annual and final evaluations of Contractor performance. The Past Performance Information Retrieval System (PPIRS) is used to record and maintain past performance information. The FEMA utilizes the Contractor Performance Assessment Reporting System (CPARS), which feeds its information into the PPIRS system in order to share information with other federal agencies. The process for submitting such reports shall be in accordance with agency procedures (see below). Contractors may view evaluations, once completed via CPARS, through a secure Web site that can be obtained at the following URL - [www.ppirs.gov](http://www.ppirs.gov).

The registration process requires the Contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor shall be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within a thirty (30) day time period. Once a performance evaluation has been prepared and is ready for comment, the CPARS will send an email to the Contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.

## **7. Government Records**

(a) Government's Records: Except as is provided in paragraph (b) may be otherwise agreed upon by the Government and the Contractor, all records acquired or generated by the Contractor, in its performance of this contract shall be the property of the Government; and shall be delivered to

the Government or otherwise disposed of by the Contractor, either as FEMA Contracting Officer may from time to time direct during the progress of the work or, in any event, as FEMA Contracting Officer directs upon settlement of this contract. The Contractor shall, subject to security regulations, requirements, and other provisions of the contract, have the right to inspect; and at its own expense, duplicate only those processes, procedures, or records delivered, or to be delivered, to the Government by the Contractor under this contract, or retain duplicates which are in excess of the Government's requirements. However, nothing in this paragraph shall: (1) permit the Contractor to duplicate or retain for its own purposes any official Government documents or proprietary information relating to the Government or to other Contractors; (2) constitute any commitment on the part of the Government to retain such records for any period beyond customary retention periods for the various types of records; and (3) have any effect on the provisions of FAR Clause 52.227 14 (DEC 2007), entitled "Rights in Data - General."

(b) Contractor's Own Records: The following records are considered the property of the Contractor and not within the scope of paragraph (a) above:

- (1) Personnel records and files maintained on individual employees, applicants and former employees;
- (2) Privileged or confidential Contractor financial information and correspondence between segments of the Contractor's organization; and
- (3) Internal legal files.

(c) Inspection and Audit of Records: All records acquired, or generated by the Contractor under this contract, and in the possession of the Contractor, including those described in paragraph (b) above (exclusive of subparagraph (b)(2) and (b)(3)), shall be subject to inspection and audit any reasonable times. The Contractor shall afford the proper facilities for such inspection and audit.

## **8. 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 such officer or employee 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 ten years or both.

## **9. Confidentiality of Information**

(a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to other private parties or the Government, the Contractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information for its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;

- (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
  - (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies; or,
  - (4) Information which the Contractor can demonstrate was received by them from a third party who did not require the Contractor to hold it in their confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the FEMA Contracting Officer, of each employee permitted access, whereby the employee agrees that he/she will not discuss, divulge, or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees that upon request by the Contracting Officer, it will execute an approved agreement with any party whose facilities or proprietary data they are given access to in regards to the restrictive use and disclosure of the data and the information obtained from such facilities. Upon request by Contracting Officer, such an agreement shall also be signed by Contractor personnel.
- (d) This language shall flow down to all subcontracts.

## Section V – Clauses

### NFIP PIVOT Program Task Order Proposal Request

#### **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 at [www.acquisition.gov/far](http://www.acquisition.gov/far).

DHS EAGLE II 8(a) track terms, conditions, and clauses are applicable to this order.

HSAR Clause	Title and Date
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3052.203-70	Instructions for Contractor Disclosure of Violations (SEP 2012)
3052.205-70	Advertisements, Publicizing Awards, and Releases (SEP 2012) Alternate I (SEP 2012)
3052.215-70	Key Personnel and Facilities (DEC 2003)
3052.228-70	Insurance (DEC 2003)
3052.242-72	Contracting Officer's Technical Representative (DEC 2003)

**52.204-1 -- Approval of Contract (DEC 1989)**

This contract is subject to the written approval of Contracting Officer and shall not be binding until so approved.

**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 30 days.

**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** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 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 this contract, including the exercise of any options under this clause, shall not exceed 36 months.

**52.219-14 - Limitations on Subcontracting (Jan 2017) Reference F.8.4 of the 8(a) master contract.**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(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.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

### **HSAR Clauses Incorporated In Full Text**

#### **3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)**

(a) *Sensitive Information*, as used in this clause, means 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.

(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 06-01-2006 HSAR 52-6 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.

(End of clause)

#### **ALTERNATE I (SEP 2012)**

When the contract will require contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) 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 COTR 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 COTR, 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 06-01-2006 HSAR 52-7 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) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) 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.

(End of clause)

## **INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)**

(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)

#### **SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)**

(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 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*.

## BACKGROUND INVESTIGATIONS

All contractor personnel who require access to DHS or FEMA information systems, routine access to DHS or FEMA facilities, or access to sensitive information, including but not limited to Personally Identifiable Information (PII), shall be subject to a full background investigation commensurate with the level of the risk associated with the job function or work being performed. FEMA's Personnel Security Division (PSD) will determine the risk designation for each contractor position by comparing the functions and duties of the position against those of a same or similar federal position, applying the same standard for evaluating the associated potential for impact on the integrity and efficiency of federal service.

***Low Risk without Information System Access***

Contractor personnel occupying positions or performing functions with a Low Risk designation and who do not require access to DHS or FEMA information systems shall undergo a National Agency Check with Inquiries (NACI) Tier 1 and a credit check and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

***Low Risk with Information System Access***

Contractor personnel occupying positions or performing functions with a Low Risk designation and who require access to DHS or FEMA information systems shall undergo a Tier 2 Suitability Background Investigation (T2) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

***Moderate Risk***

Contractor personnel occupying positions or performing functions with a Moderate Risk designation shall undergo a Tier 2 Suitability Background Investigation (T2) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

***High Risk***

Contractor personnel occupying positions or performing functions with a High Risk designation shall undergo a Tier 4 Background Investigation (BI) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

***Background Investigation Process***

To initiate the request to process contractor personnel, the Contractor shall provide the FEMA Contracting Officer's Representative (COR) with all required information and comply with all necessary instructions to complete Section II of the FEMA Form 121-3-1-6, "Contract Fitness/Security Screening Request." The FEMA COR shall ensure that all other applicable sections of the FEMA Form 121-3-1-6 are complete prior to submitting the form to FEMA PSD for processing. The Contractor shall also provide the FEMA COR with completed OF 306, "Declaration for Federal Employment," forms for all contractor personnel.

Contractor personnel who already have a favorably adjudicated background investigation, may be eligible to perform work under this contract without further processing by FEMA PSD if

- the investigation was completed within the last five years,
- it meets or exceeds the minimum requirement for the position they will occupy or functions they will perform on this contract,
- the contractor personnel have not had a break in employment since the prior favorable adjudication, and
- FEMA PSD has verified the investigation and confirmed that no new derogatory information has been disclosed which may require a reinvestigation.

FEMA PSD will notify the COR of the names of the contractor personnel eligible to work based on prior, favorable adjudication. The COR will, in turn, notify the Contractor of the names of the favorably adjudicated contractor personnel, at which time the favorably adjudicated contractor personnel will be eligible to begin work under this contract.

For those contractor personnel who do not have an acceptable, prior, favorable adjudication or who otherwise require reinvestigation, FEMA PSD will issue an electronic notification via email to the contractor personnel that contains the following documents, which are incorporated into this contract by reference, along with a link to the Office of Personnel Management's Electronic Questionnaires for Investigation Processing (e-QIP) system and instructions for submitting the necessary information:

- Standard Form 85P, "Questionnaire for Public Trust Positions"
- Optional Form 306, "Declaration for Federal Employment"
- SF 87, "Fingerprint Card" (2 copies)
- DHS Form 11000-6, "Non-Disclosure Agreement"
- DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

FEMA PSD will only accept complete packages consisting of all of the above document and Standard Form 85P, which must be completed electronically through the Office of Personnel Management's e-QIP system. The Contractor is responsible for ensuring that all contractor personnel timely and properly submit all required background information.

Once contractor personnel have properly submitted the complete package of all required background information, FEMA's Personnel Security Division, at its sole discretion, may grant contractor personnel temporary eligibility to perform work under this contract prior to completion of the full background investigation if the Personnel Security Division's initial review of the contractor personnel's background information reveals no issues of concern. In such cases, FEMA's Personnel Security Division will provide notice of such temporary eligibility to the COR who will then notify the Prime Contractor, at which time the identified contractor personnel will be temporarily eligible to begin work under this contract. Neither the Prime Contractor nor the contractor personnel has any right to such a grant of temporary eligibility. The grant of such temporary eligibility shall not be considered as assurance that the contractor personnel will remain eligible to perform work under this contract upon completion of and final adjudication of the full background investigation.

Upon favorable adjudication of the full background investigation, FEMA's Personnel Security Division will update the contractor personnel's security file and take no further action. In any instance where the final adjudication results in an unfavorable determination FEMA's Personnel Security Division will notify the contractor personnel directly, in writing, of the decision and will provide the COR with the name(s) of the contractor personnel whose adjudication was unfavorable. The COR will then forward that information to the Contractor. Contractor personnel who receive an unfavorable adjudication shall be ineligible to perform work under this contract. Unfavorable adjudications are final and not subject to review or appeal.

#### ***Continued Eligibility and Reinvestigation***

Eligibility determinations based on a Low Risk (NACI w/Credit or T1), Moderate Risk (MBI or T2S or High Risk (BI or T4) are valid for five years from the date that the investigation was completed and closed. Contractor personnel required to undergo a background investigation to perform work under this contract shall be ineligible to perform work under this contract upon the expiration the background investigation unless and until the contractor personnel have undergone



a reinvestigation and FEMA's Personnel Security Division has renewed their eligibility to perform work under this contract.

### ***Exclusion by Contracting Officer***

The Contracting Officer, independent of FEMA's Personnel Security Division, may direct the Contractor be excluded from working on this contract. Any contractor found or deemed to be unfit or whose continued employment on the contract is deemed contrary to the public interest or inconsistent with the best interest of the agency may be removed.

### **FACILITY ACCESS**

The Contractor shall comply with FEMA Directive 121-1 "FEMA Personal Identity Verification Guidance," FEMA Directive 121-3 "Facility Access," and FEMA Manual 121-3-1 "FEMA Credentialing Access Manual," to arrange for contractor personnel's access to FEMA facilities, which includes, but is not limited to, arrangements to obtain any necessary identity badges for contractor personnel.

Contractor personnel working within any FEMA facility who do not require access to DHS or FEMA IT systems and do not qualify for a PIV Card may be issued a Facility Access Card (FAC). FACs cannot exceed 180 days; all contractors requiring access greater than 180 days will need to qualify for and receive a PIV card before being allowed facility access beyond 180 days.

Contractor personnel shall not receive a FAC until they have submitted a SF 87, "Fingerprint Card," and receive approval from FEMA PSD. Contractor personnel using a FAC for access to FEMA facilities must be escorted in Critical Infrastructure areas (i.e., server rooms, weapons rooms, mechanical rooms, etc.) at all times.

FEMA may deny facility access to any contractor personnel whom FEMA's Office of the Chief Security Officer has determined to be a potential security threat.

The Contractor shall notify the FEMA COR of all terminations/resignations within five calendar days of occurrence. The Contractor must account for all forms of Government-provided identification issued to contractor employees under a contract (i.e., the PIV cards or other similar badges) must return such identification to FEMA as soon as any of the following occurs:

- When no longer needed for contract performance.
- Upon completion of a contractor employee's employment.
- Upon contract completion or termination.

If an identification card or building pass is not available to be returned, the Contractor shall submit a report to the FEMA COR, referencing the pass or card number, name of the individual to whom it was issued, and the last known location and disposition of the pass or card.

The Contractor or contractor personnel's failure to return all DHS- or FEMA-issued identification cards and building passes upon expiration, upon the contractor personnel's removal from the contract, or upon demand by DHS or FEMA may subject the contractor personnel and the Contractor to civil and criminal liability.

### **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 HLS EA requirements:

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware and software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Data Management Office (EDMO) for review, approval and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.
- Development of data assets, information exchanges and data standards will comply with the DHS Data Management Policy MD 103-01 and all data-related artifacts will be developed and validated according to DHS data management architectural guidelines.
- Applicability of Internet Protocol Version 6 (IPv6) to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005) regardless of whether the acquisition is for modification, upgrade, or replacement. All EA-related component acquisitions shall be IPv6 compliant as defined in the U.S. Government Version 6 (USGv6) Profile (National Institute of Standards and Technology (NIST) Special Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program.

## **Section VI – Instructions to Offerors**

**NFIP PIVOT Program  
Task Order Proposal Request**

**1. Service of Protest (FAR 52.233-2) (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served to the Contracting Officer by submitting an e-mail, and by obtaining an acknowledgment of receipt via e-mail, to the following e-mail addresses:

Name: Contracting Officer, Nicole Smith  
Address: Federal Emergency Management Agency  
500 C. Street, SW, 3<sup>rd</sup> Floor  
Washington, DC 20472-3205  
Email: [Nicole.Smith@fema.dhs.gov](mailto:Nicole.Smith@fema.dhs.gov)  
Tel No: (202) 212-4109

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**2. 52.216-1 -- Type of Contract (APR 1984)**

The task order will be Time and Materials. Materials and travel will be reimbursed at actual cost. Labor category rates will be fixed and in accordance with the master contract.

**3. Hand Delivered or Fax Submissions, Modifications, or Withdrawals of Proposals**

Facsimile submissions, modifications, or withdrawals of proposals are not permitted and the Contracting Officer will disregard such proposals if any are received. Alternate proposals will not be accepted.

**4. Disposition of Proposals**

Proposals will be disposed of as follows: FEMA will retain one (1) copy of each proposal for the official contract file of record, and the remainder will be destroyed. No destruction certificate will be furnished.

**5. Questions**

Any questions regarding this solicitation must be submitted via email to the Contracting Officer at **[Nicole.Smith@fema.dhs.gov](mailto:Nicole.Smith@fema.dhs.gov)** and **[Benjamin.Mendelsohn@associates.fema.dhs.gov](mailto:Benjamin.Mendelsohn@associates.fema.dhs.gov)** no later than **Noon EST on 01/4/2018**. The Offerors must include the company name and solicitation number in the subject line of the email. Questions shall be submitted on **Attachment 3 NFIP PIVOT Questions and Answers Template**.

All questions will be answered in an amendment and provided to all Offerors via email. DHS will not attribute any question(s) asked to the submitting Offeror(s).

**6. Phased Procurement**

The Government intends to conduct this procurement through a phased proposal submission and phased evaluation.

A notional schedule for this procurement is below:

Event	Date
Phase I Quotes Due	January 16, 2018
Notification of Advisory Down Select, and Schedule for Oral Presentations, as applicable	February 1, 2018
Phase II Quotes Due	February 9, 2018
Oral Presentations	March 2, 2018
Award	April 2018

### 7. Phase I Proposal Due Date

The Offerors shall submit the proposal volumes for Phase I via email to **Nicole.Smith@fema.dhs.gov** and **Benjamin.Mendelsohn@associates.fema.dhs.gov** later than **NOON EST on 01/16/2018.**

No other methods of submission will be accepted.

The Government is not liable for any expenses incurred by the Offerors in developing and submitting proposals for this solicitation.

### 8. Debriefings

Post award notices and debriefings will be issued in accordance with FAR 16.505(b)(6).

### 9. Procedures

This is a fair opportunity ordering process under FAR 16.505(b)(1)(iv). The procedures in FAR subpart 15.3 do not apply to this acquisition.

### 10. Instructions for Proposal Preparation

The following instructions are for the preparation and submission of proposals. The purpose of this section is to establish requirements for the format and content of proposals so that proposals contain all essential information and can be evaluated equitably. Offerors are instructed to read the entire solicitation document, including all attachments, prior to submitting questions and/or preparing your offer. Omission of any information from the proposal submission requirements may result in rejection of the offer.

- (1) Offerors shall note that proposals will be evaluated and a selection decision will be made. Proposals will therefore be treated independently of any other proposals.
- (2) Offerors are expected to follow the detailed proposal preparation instructions fully and carefully. The Government will rely on the information provided by the Offerors to evaluate the proposals. It is therefore imperative that Offerors carefully follow the instructions set forth below and submit their proposals in the format and with the content specified below, providing all requested information.
- (3) Proposals that fail to provide information in the format requested may be found unacceptable and may be rejected without further consideration if the Contracting Officer

determines that a significant revision or addendum to the Offerors proposal would be required to permit further evaluation, and especially if the incompleteness of the proposal or errant formatting of the proposal appears to be due to a lack of diligence or competence of the Offerors.

- (4) The instructions provided have been specifically tailored to the evaluation factors to be applied during proposal evaluation. They are designed to ensure the submission of information essential to the understanding and comprehensive validation and evaluation of proposals. Clarity and completeness are of utmost importance to the proposal. The relevance and conciseness of the proposal is important.
- (5) The Offerors are responsible for the accuracy and completeness of its proposal. The proposal shall be valid for one hundred and eighty (180) calendar days from the proposal due date.

### **11. Proposal Format and Submission**

Offerors shall submit an electronic copy of its proposal to **Nicole.Smith@fema.dhs.gov** and **Benjamin.Mendelsohn@associates.fema.dhs.gov**.

### **12. Page Size and Font**

Paper size shall be 8 1/2 by 11-inch white paper, using 12 point font. No reduction is permitted except for organization charts or other graphic illustrations, or in headers/footers. In those instances where reduction is allowable, Offerors shall ensure that the print is easily readable; no less than 8 point font on graphs and 10 point font on tables. Each page shall have adequate margins on each side (at least one (1) inch) of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1" margin space. Pages that exceed the maximum page limitation will not be evaluated.

Each submitted file of the electronic copy of the proposal shall be submitted in Microsoft Office Word format and ensure its compatible with Microsoft Office 2013. It is the sole responsibility of the Offerors to ensure that the electronic media submitted is virus-free and can be opened and read by the Government. The deadline for submission of the electronic copy of the proposal is firm. As the closing date and time draws near, heavy traffic on the web server may cause delays. Offerors are strongly encouraged to plan ahead and leave ample time to prepare and submit their proposals. Offerors bear the risk of web site inaccessibility due to heavy usage, which may occur during the final days/hours before the solicitation closing time. The electronic copy of the proposal will constitute the official copy for timely receipt.

### **13. Quote Content (Phase I and Phase II)**

<b>Proposal Parts</b>	
<b>Phase I</b>	
<b>Factor</b>	<b>Submission Requirements</b>

Phase I - Factor 1: Demonstrated Prior Experience	<ul style="list-style-type: none"> <li>• YouTube Video Submission</li> <li>• Cover Letter w/video link /instructions (1 page limit)</li> <li>• Major Subcontractor(s) Letter(s) of Commitment (no page limit)</li> </ul>
Phase I - Factor 2: Capability of Proposed Key Personnel	<ul style="list-style-type: none"> <li>• Resumes of Proposed Key Personnel - Attachment 5 NFIP Resume Template</li> <li>• Offer Letters (no page limit)</li> </ul>
<b>Advisory Notification</b>	
<b>Phase II</b>	
<b>Factor</b>	<b>Submission Requirements</b>
Phase II - Factor 3: Oral Presentation - Technical and Management Capability	<ul style="list-style-type: none"> <li>• Oral Presentation List of Attendees</li> </ul>
Phase II - Factor 4: Performance Work Statement (PWS)	<ul style="list-style-type: none"> <li>• Performance Work Statement (20 page limit; tabs and table of contents, are not included in the page limit)</li> </ul>
Phase II - Factor 5: Price	<ul style="list-style-type: none"> <li>• Business Proposal (no page limit)</li> <li>• Completed Attachment 1 – NFIP PIVOT Price Template</li> </ul>

## 14. Phase I - Evaluation Factors and Instructions

### 14.1.1 Phase I - Factor 1: Demonstrated Prior Experience Video Submission Instructions

The Offeror shall submit a YouTube video that is no longer than 15 minutes in length/duration for the Government to access. Video content that extends beyond 15 minutes will not be considered in the evaluation. Videos must be submitted through the “private” YouTube.com link. Videos must be marked private. The Offeror shall provide a one-page cover letter that contains instructions for accessing the private YouTube link. The Offeror shall ensure that Nicole Smith, Contracting Officer, and Benjamin Mendelson are provided access to the private YouTube video (using the e-mail address of **Nicole.Smith@fema.dhs.gov** and **Benjamin.Mendelsohn@associates.fema.dhs.gov**). Do not provide a shortened URL, such asyoutu.be.

The Government requires that each video feature the three (3) proposed Key Personnel – the one (1) Project Manager as well as the two (2) Project Manager/Scrum Masters. In addition, if Offerors plan to propose additional Key Personnel, those other proposed Key Personnel may also present in the video. The individual and role should be included for any individual presenting

during the video.

**NOTE 1:** Unnecessarily elaborate videos beyond that which is sufficient to present a complete and effective response to this solicitation are not desired. Computer-generated graphics, background music, elegant sets, and so forth are neither necessary nor wanted. A smartphone video or other low-cost video production is strongly encouraged.

**NOTE 2:** An Offeror who includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall prepare text conforming to para. (e) of the provision at FAR 52.215-1, Instructions to Offerors—Competitive Acquisition. This text may be displayed for the first thirty seconds of the video submission.

#### **14.1.2 Phase 1 - Factor 1: Demonstrated Prior Experience (Video Submission)**

The Offeror shall demonstrate in the video that it has experience developing and implementing IT systems with mature agile development methodologies to support the scope and complexity identified in items a) through c) below, with a minimum contract dollar value of \$5,000,000.00, and 2 or more concurrent agile teams. Demonstrated prior experience examples can be from the Prime Offeror or the Prime Offeror's Major Subcontractors.

- a) Organizational evolution and transformation from waterfall to agile development, delivery, and sustainment processes;
- b) Structure (i.e. Team X has 1x Product Manager, 1x Product Designer, and 4x Product Engineers including Architecture/Infrastructure) and management of multiple Agile teams (at least 2) supporting concurrent application development, integration and delivery efforts in a single organization that delivers quality products on a consistent basis. This should include how to pair and rotate resources; and
- c) Support and development of applications from legacy support models to a Development - Operations model.

For each example of experience discussed in the video, the Offeror shall describe:

- 1. The objectives of the engagement and what Agile methodology was used, and why;
- 2. Whether or not the objectives were met or unmet, and why;
- 3. The team composition and roles, including any team incentives that were employed;
- 4. How the engagement was priced (including contract type and total contract amount);
- 5. Representative examples of metrics that were used to track performance;
- 6. Any conflicts that occurred and how those were resolved/mitigated;
- 7. How the Prime Contractor's or Major Subcontractor's company culture and approach contributed to successful performance; and
- 8. How quality scope was delivered on time and within budget.

The evaluation is based on the demonstrated prior experience examples presented in the video. Offerors may provide up to three (3) recent examples of demonstrated prior experience. Recent is considered to be within the last 3 years, and relevant is considered to be of similar scope and complexity to items a) through c) above, with a minimum contract dollar value of \$5,000,000.00,

and 2 or more concurrent agile teams. One of the three (3) examples of demonstrated prior experience shall be demonstrated prior experience at FEMA or another DHS component. Agile experience within an insurance industry is favorable but not required. Additionally, examples where the Prime Offeror and Major Subcontractor can demonstrate prior experience performing together/teaming together is also favorable but not required.

If demonstrated prior experience of the Prime Offeror's Major Subcontractors is utilized, the Offeror must clearly identify the owner of the demonstrated prior experience in the video. Further, the Offeror shall submit a letter of commitment to team with the Prime Offeror signed by an individual of the Major Subcontractor's firm authorized to make such a commitment and on the Major Subcontractor's letterhead, that confirms a Subcontracting or teaming agreement is in place and that explains the role of the Major Subcontractor for the FEMA NFIP PIVOT task order. These letters of commitment shall be provided with the Cover Page for Factor 1 - Demonstrated Prior Experience, and are not subject to page limitations. **Major Subcontractors may only team and propose with one Prime Offeror in response to this Task Order Proposal Request.** A Major Subcontractor is defined as a subcontractor performing at least 25% (in hours or dollars) of the requirement relevant to the prospective task order. Joint Ventures involving non-EAGLE 8(a) vendors are NOT allowed.

#### 14.2 Phase I - Factor 2 - Capability of Proposed Key Personnel

The Offeror shall submit resumes for all proposed Key Personnel. The resumes shall demonstrate that the proposed Key Personnel met the experience and education requirements for the labor category of both the Offeror's EAGLE II IDIQ and any additional requirements set forth in this Task Order Proposal Request for Key Personnel. The resumes shall demonstrate the technical competency of each proposed Key Personnel to support the requirements of the scope and contractual obligations contained within the solicitation and the Offeror's EAGLE II IDIQ contract for each proposed Key Personnel. Key Personnel must be an employee of the Prime Offeror or the Prime Offeror's Major Subcontractor. **Major Subcontractors may only team and propose with one Prime Offeror in response to this solicitation.** The resumes shall identify the proposed Key Personnel as either "Existing Employee of the Prime Offeror" or "Existing Employee of Major Subcontractor."

#### Required Key Personnel

1. Project Manager Level II (100% FTE)
2. Project Manager/Scrum Master Level II (100% FTE)
3. Project Manager/Scrum Master Level II (100% FTE)
  - To ensure successful performance of the requirement, contractor shall satisfy the following:
    - The contractor shall assign one Project Manager and two Project Manager/Scrum Master as Key Personnel whose résumés are submitted with its quotation.
    - Key Personnel must have a full understanding of the technical approach discussed in the proposal.
    - Project Manager II must have an Associate's Degree or higher and/or 5-15 years' experience and be a certified Project Management Professional (PMP) (strongly preferred).



- Project Manager/Scrum Master Level II must have an Associate's Degree or higher and/or 5-15 years' experience and be a certified Agile Scrum Master. (strongly preferred).
- Key Personnel will be a direct liaison to the COR and the FEMA NFIP Product Lead
- Key Personnel shall be responsible for the supervision and management of the contractor's personnel, technical assistance, and interface.
- Desired skills and experience include:
  - Experience in technical leadership.
  - Ability to rapidly prioritize competing requirements.
  - Ability to understand and simplify customer requirements.
  - Ability to communicate end user feedback to technical and design leads.
  - Strong communication skills.
  - Proven knowledge of industry standards.

### **Additional Proposed Key Personnel**

The Offeror may submit resumes for any number of additional Key Personnel that possess skillsets the Offeror identifies as crucial for successful performance under a resultant task order. The intent of permitting Offerors flexibility in identifying additional Key Personnel is to provide the Offeror an opportunity to staff the task order as most appropriate to the Offeror's proposed approach to the work. In addition to education and experience, the resumes for additional proposed Key Personnel shall document 1) the role the proposed Key Personnel, 2) the EAGLE II labor category and level under which the Key Personnel is being proposed, and 3) the % FTE for which the Key Personnel is being proposed.

### **3052.215-70 Key personnel or facilities (DEC 2003)**

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

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

### **The Required Key Personnel or Facilities under this Contract:**

Project Manager II (Overall Project Management)
Project Manager/Scrum Master II (Agile Team)
Project Manager/Scrum Master II (Agile Team)
Other Proposed Key Personnel (TBD)

- If any individual proposed as Key Personnel becomes unavailable during the course of the contract and or evaluation process, the contractor shall notify the CO immediately and

provide a substitute person with résumé. Any Key Personnel proposed who are not currently employed by the contractor shall be identified as such and an additional letters of intent signed by the proposed Key Personnel shall be provided that indicates that person's intent to be employed by the contractor if awarded this call order.

- The contractor agrees during the period of performance, no Key Personnel substitutions shall be made unless necessitated outside the contractor's control. In any of such event, the contractor shall promptly notify the COR and the FEMA NFIP Product Lead and provide the information required by paragraphs below on the proposed replacement for Government approval.
- All requests for substitutions/additions of Key Personnel must include a detailed explanation of the circumstances necessitating the proposed substitution or addition, a complete résumé for the proposed substitute or addition including skills, experience, education, training, and security level, and an additional letter of intent signed by the proposed Key Personnel. As determined by the CO, all proposed substitutes/additions must have qualifications that meet or exceed the qualifications of the person to be replaced.
- The CO, or duly designated COR/ACOR and the FEMA Product Lead, will review the requests for substitutions/additions of Key Personnel and the CO will notify the contractor, in writing, of approval or disapproval. Disapproval of the proposed individual(s) shall not provide grounds for non-performance by the contractor or form the basis of any claim for monies, delivery schedule extension, or any other equitable adjustment.

### 15. Advisory Notification

After the Government completes evaluation of Phase I submissions (Factor 1 and Factor 2), Offerors will receive an advisory notification via email from the Contracting Officer. Offerors who rate most highly for Factor 1 and Factor 2 will be advised to proceed to Phase II. Offerors who were not among the most highly rated will be advised not to proceed to Phase II. Offerors who were not among the most highly rated will be advised that they are unlikely to be viable competitors, along with the general basis for that opinion. The intent of this advice is to minimize proposal development costs for those Offerors with little chance of receiving an award. This will be a recommendation only and discontinuing the pursuit of the requirement following the notification is voluntary. The Government does not intend to provide debriefings after the completion of the advisory down select notifications. Failure to participate in Phase I precludes further consideration of an Offeror. Offeror submissions will not be accepted from Offerors who have not submitted Phase I requirements by the due date and time provided for in this solicitation.

Offerors that are rated most highly and advised to proceed to Phase II of the proposal process will receive the Phase II due date in the advisory notification, as well as the date and time for the Offeror's oral presentation.

Offerors that are not rated most highly and advised that they are unlikely to be viable competitors and still choose to proceed to Phase II, shall send an email to **Nicole.Smith@fema.dhs.gov** and **Benjamin.Mendelsohn@associates.fema.dhs.gov** no later than 24 hours after the receipt of the advisory notification indicating intent to participate in Phase II.

Phase II due date will be two weeks from the date of the advisory notification. Phase II submissions will be due prior to oral presentations.

## 16. Phase II - Evaluation Factors and Instructions

### 16.1 Phase II – Factor 3 – Oral Presentation

#### **Oral Presentation - Technical & Management Capability (Factor 3)**

Offerors shall provide an oral presentation based on a standard set of scenario-based questions to be provided by the Contracting Officer the day of the scheduled oral presentation. Offerors shall adhere to the format for oral presentation guidance in addition to the rules of engagement for oral presentations. Offerors will receive the scenario based questions at the time of their oral presentation, after introductions.

**Location:** Oral presentations will be held at a FEMA office within the Washington, DC area. The order in which Offerors are scheduled for oral presentations will be randomly selected by the Government. The presentation may be recorded by the Government. If recorded, the recording is source selection sensitive and will be handled accordingly.

**Offeror Participants:** The Offeror's participants in the oral presentations shall be limited to the Key Personnel proposed by the Offeror in the quote submission, as well as the responsible corporate official. No more than six (6) total Offeror Participants shall attend the oral presentation. **Recall that Key Personnel must be an employee of the Prime Offeror or the Prime Offeror's Major Subcontractor and that Major Subcontractors may only team and propose with one Prime Offeror in response to this solicitation.**

Offerors shall provide the Contracting Officer with the name, employer/company, and e-mails of the Offeror Participants for the oral presentation as part of its Phase II submission.

#### **Format for Oral Presentation:**

The Government intends for the oral presentation to proceed as follows:

<b>Oral Presentation Portion</b>	<b>Oral Presentation Component</b>	<b>Total Time Allotment (up to 3 hours)</b>
1	Introductions and Rules of Engagement A standard set of management/technical scenario based questions related to Agile contract performance issues will be provided.	Not specified
2	The Offeror shall caucus among themselves to prepare answers/responses and notes for its oral presentation.	60 minutes limit
3	The Offeror will present its answers/responses to the Government.	60 minutes limit
4	The Government will caucus and formulate additional questions if needed.	15 minutes
5	The Offeror will responds to additional questions if needed.	15 minutes
6	The Offeror departs.	Not specified

**Recording:** The Government reserves the right to record portions 1, 3 and 5 above of the oral presentation.

#### **Rules of Engagement for Oral Presentations:**

1. The Government will not provide the Offeror a copy of its quote during oral presentations.
2. The Government does not intend to ask questions about information contained in an Offeror's submission for Phase I or the Offeror's written submission for Phase II. The Government questions will be presented by the Contracting Officer after the Government caucuses; any other Government attendees are not expected to engage with Offerors directly.
3. The Offeror may not generally ask questions during the oral presentation. Any questions asked must be directed to the Contracting Officer, and should only deal with logistics and conduct of the oral presentation.
4. Oral presentations do not constitute discussions. The Government will not ask questions that will invite or allow the Offeror to change its offer. The Offeror shall not volunteer any information that might be construed as changing its offer. Oral presentations are distinct from the Government's reserved right to conduct exchanges.
5. The Offeror will be provided with a standard question set. The Offeror is in control of its presentation and may choose not to present or respond to any question provided by the Government.
6. The Government will provide a white board, dry erase markers, a flip chart pad, blue tape, notepads, pens and pencils for use during oral presentations, including during the one hour caucus period.
7. The Offeror shall not bring any computers, tablets or smart phones into the oral presentation conference room, and shall not bring or distribute any written or electronic materials during the oral presentation.
8. The Offeror participants shall not reach back, by telephone, e-mail or any other means, to any other personnel or persons for assistance during the oral presentation.
9. Offerors can expect the presentation will be conducted in a conference room with a table of sufficient size to accommodate the participants, including the Government attendees.

## **16.2 Phase II - Factor 4: Performance Work Statement (PWS)**

Offerors shall provide a detailed PWS that addresses plans and resources necessary to satisfy all SOO objectives. The PWS shall describe how the Offeror will meet or exceed SOO objectives.

The PWS shall also include, at a minimum, the following details regarding the Offeror's proposed agile methodology and how that methodology and process supports the PWS approach:

1. Proposed agile methodology, team processes, how user stories will be sized, how estimation and sizing is accomplished and how that correlates to incremental delivery of work (the key of agile). Include how proposed methodology prioritizes work, incorporates user feedback, scopes and envisions projects.
2. Integrated development, with a continuous integration, continuous development, and continuous delivery (CI/CD) pipeline that includes automation first for testing and compliancy
3. Achieving better results through greater operational focus, communication, and security principles. Building security into applications so it's baked in rather than applied after the fact.

4. Integration into multiple concurrent development efforts.

## **17. Phase II – Factor 5 – Price**

### **17.1 Business Proposal**

There are no page limits to the Business Proposal.

#### **Tab A: Cover Letter**

The Offeror shall provide a cover letter (limit 1 page) with pertinent Offeror information.

#### **Representations and Certifications and System for Award Management**

In accordance with the FAR 52.204-7 the Offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.sam.gov/portal/SAM/>.

After reviewing the SAM database information, the Offerors verifies by submission of this offer that the representations and certifications currently posted at <https://www.sam.gov/portal/SAM/> have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation.

Any changes to Offerors Annual Representations and Certifications must be updated accordingly at <https://www.sam.gov/portal/SAM/> prior to award.

#### **Tab B: Organizational Conflict of Interest (c) Disclosure, and Mitigation Plan (if applicable)**

##### **HSAR 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)**

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest may include offerors that currently or previously supported NFIP legacy systems.

(a) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(b) The contractor is required to complete and sign an OCI Statement in accordance with the Disclosure information in part (c) below. The Offeror must represent either that (1) It is not aware of any facts which create any actual or potential OCI relating to the award of this contract, or (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI and has included a mitigation plan in accordance with paragraph (d) below.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

\_\_\_ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

\_\_\_ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

#### **FAR 9.5 Organizational and Consultant Conflicts of Interest**

The Contractor is notified that the Government will review the Offeror's submitted responses to HSAR 3052.209-72 – Organizational Conflict of Interest (Jun 2006) in accordance with FAR 9.5, including FAR 9.505-1 – Providing Systems Engineering and Technical Direction, prior to award decision, to determine if any conflicts relevant to this Request for Quote exist for the apparent awardee and whether the mitigation plan adequately neutralizes or mitigates any identified conflicts. A quote from an Offeror deemed to have a conflict under FAR 9.505-1 may be considered non-conforming and susceptible to Government rejection of the complete quote.

#### **Tab C: Assumptions, Exceptions or Dependencies**

The Government does not encourage Offerors to make assumptions or take exceptions from the requirements of the TOPR. Offerors are encouraged to submit questions, in accordance with the TOPR instructions, in order to obtain any necessary clarifications regarding TOPR prior to quote submission. In the event that an Offeror does make assumptions or take exception to any TOPR requirement, the Offeror's business proposal must clearly and unambiguously identify all such assumptions, exceptions, or dependencies on which the Offeror's proposal is based. Each assumption, exception or dependency shall be specifically related to a paragraph and/or specific section of the TOPR. The Offeror shall provide a rationale in support of any noted assumption, exception or dependency, explaining its effect in comparison to the TOPR. This information shall be provided in the format with content as outlined in the table below.

TOPR Document	Paragraph/Page	Requirement/Portion	Rationale
TOPR or TOPR Attachment (SOO, etc.)	Applicable paragraph and page number(s)	Identify the requirement or portion to which an assumption, exception or dependency is being taken	Justify why the requirement will not be met or discuss reasons why not meeting the Government's terms and conditions might be advantageous to the Government.

Any assumption, exception or dependency for the Offeror's entire proposal submission shall be contained in the business proposal.

Assumptions, exceptions or dependencies do not make a proposal automatically unacceptable. However, a large number of assumptions, exceptions or dependencies, or a significant assumption, exception or dependency, which provide(s) little or no benefit to the Government or which do(es) not support the Government's requirement as documented in the TOPR may receive unfavorable evaluation in accordance with the TOPR Evaluation Factors for Award.

#### **17.2 Attachment 1- NFIP PIVOT Price Template**

The Government will establish a "total evaluated price" based on a completed Attachment 1 – NFIP PIVOT Price Template. Price volumes failing to meet or comply with price proposal instructions may be deemed noncompliant. Offerors must use Attachment 1 - NFIP PIVOT Price Template.

In accordance with EAGLE II Contract Section G.4.5(e)(1), when competing for TO awards under the fair opportunity process, the Offeror is permitted to propose labor rates that are lower than those originally proposed and established in the EAGLE II contract, Attachment B-1, Labor Rate Tables of the Offeror's EAGLE II IDIQ Contract. The Contractor shall fully explain the basis for proposing lower rates.

The Option to Extend Services (FAR 52.217-8), allows the contract to be extended up to six months. Offerors shall include six month pricing in their price proposals as follows: the 6-month pricing will be the same as option period 4 pricing. The offeror shall not propose the 6-month pricing. This 6-month option pricing will be part of the total evaluated price.

The total evaluated price is the total price (base and option periods, inclusive of the 6 month option to Extend). The total evaluated price will be based on the base period and option periods, as well as the 6-month option period after the last period of performance allowed under FAR 52.217-8.

## **Section VII – Evaluation Criteria NFIP PIVOT Program**

### **1. Basis for Award**

The Government intends to award a single task order to the responsible Offeror whose proposal represents the best value to the Government. The basis for award will be best value in accordance with FAR 16.505. Offerors are cautioned that the award may not necessarily be made to the lowest priced proposal.

Evaluations will be based solely on the information included in the proposal. Therefore, the Offerors initial Proposal should contain the Offerors best terms. After receipt of proposals, the Government will conduct an evaluation. However, during the evaluation process, the Government may, solely at its discretion, communicate with Offerors regarding proposal elements. At any time prior to selection, including upon receipt of proposals, the Government may exclude a proposal from further consideration for any material failure to follow instructions, including the omission of required information. FEMA may negotiate and request revised quotes from only the apparent successful vendor or those that are determined to be only the highest rated. This does not constitute a competitive range in accordance with FAR 15.306(c) as this procurement is being conducted in accordance with FAR Part 16.5.

The Government will evaluate Offeror's proposal submissions based on the following evaluation factors, listed in descending order of importance:

#### **Phase I:**

Factor 1 – Demonstrated Prior Experience

Factor 2 – Capability of Proposed Key Personnel

#### **Phase II:**

Factor 3 – Oral Presentation - Technical & Management Capability

Factor 4 – Performance Work Statement (PWS)

Factor 5 – Price

### **2. Evaluation Criteria**

#### **2.1 Phase I - Factor 1: Demonstrated Prior Experience**

The evaluation is based on recent and relevant experience examples presented in the video. Offerors may provide up to three (3) recent examples of demonstrated prior experience. Recent is considered to be within the last 3 years, and relevant is considered to be of similar scope and complexity to items a) through c) with a minimum contract dollar value of \$5,000,000.00 and 2 or more concurrent agile teams. One of the three (3) examples of demonstrated prior experience shall be demonstrated prior experience at FEMA or another DHS component. Agile experience within an insurance industry is favorable but not required. Additionally, examples where the Prime Offeror and Major Subcontractor can demonstrate prior experience performing together/teaming together is also favorable but not required.

#### **2.2 Phase I – Factor 2 – Capability of Proposed Key Personnel**

The evaluation is based on the proposed Key Personnel's experience and qualifications for the proposed role. At a minimum, the proposed Key Personnel must meet the Offeror's EAGLE II IDIQ experience and education requirements for the proposed labor category and level.



### **2.3 Phase II – Factor 3 – Oral Presentation – Technical and Management Capability**

Oral presentations will be evaluated based on oral presentation portions 3 and 5 (responses to the standard set of management/technical questions related to Agile contract performance and responses to additional questions). The Government will evaluate the ability of the Offeror to meet or exceed the requirements of the TOPR based on an evaluation of the Offeror's responses to a standard set of questions provided during the oral presentation. Team dynamics of the Key Personnel and responsible corporate official during the oral presentation may also be evaluated.

### **2.4 Phase II - Factor 4: Performance Work Statement (PWS)**

The PWS will be evaluated based on the Offeror's approach to meet or exceed SOO objectives and to achieve a sustained target solution for Full Operational Capability (FOC) prior to the end of the period of performance under a resultant task order. The PWS must meet the minimum requirements identified in Factor 4.

### **2.5. Phase II – Factor 5: Price**

The Government will establish a "total evaluated price" based on a completed Attachment 1 – NFIP PIVOT Price Template. It is anticipated that pricing and award of this acquisition will be based on adequate price competition. Completion of the price templates is necessary for a full evaluation of an Offeror's proposal. The "total evaluated price" will be evaluated for price reasonableness through comparison with other proposed prices and may include other price analysis techniques. Due to the potential variations in technical approaches to the work that each Offeror may propose, technical analysis in accordance with FAR 15.404-1(e) will be conducted utilizing other proposal information received from the Offeror, including a review of the technical approach proposed in comparison to the total proposed staffing mix, level of effort, and materials. The price proposal will not be given a rating.

The Government will evaluate price quotes for award purposes by adding the total price for all options to the price for the base requirement. Evaluation of options does not obligate the Government to exercise the options.

Evaluation of options will be conducted in accordance with FAR 52.217-5, Evaluation of Options, to include FAR 52.217-8, Option to Extend Services and FAR 52.217-9, Option to Extend the Term of the Contract. The objective of the evaluation of options is to determine that the price for each of the options to be fair and reasonable. The evaluation of options shall not obligate the Government to exercise any options.

The Option to Extend Services (FAR 52.217-8), is designated to evaluate the 6-month option. For evaluation purposes, the 6-month pricing will be the same as option period 4 pricing. The Offeror shall not propose the 6-month pricing. This 6-month option pricing will be part of the total evaluated price.