

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 67	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER HSHQDC-13-R-00012		6. SOLICITATION ISSUE DATE 12/23/2012
7. FOR SOLICITATION INFORMATION CALL:		a. NAME William Mallison			b. TELEPHONE NUMBER (No collect calls) 202-254-5880		8. OFFER DUE DATE/LOCAL TIME 02/01/2013 1200 ES
9. ISSUED BY U.S. Dept. of Homeland Security Contracting Officer/W. Mallison MGMT/OPO/STAD/Mail Stop 0210 Department of Homeland Security 245 Murray Lane SW Washington DC 20528-0210				CODE DHS/OPO/S&T/MSSNSPR 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE NAICS: 611430 SIZE STANDARD: \$7.0 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO		16. ADMINISTERED BY		CODE DHS/OPO/S&T/MSSNSPR U.S. Dept. of Homeland Security Contracting Officer/W. Mallison MGMT/OPO/STAD/Mail Stop 0210 Department of Homeland Security 245 Murray Lane SW Washington DC 20528-0210			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		CODE U.S. Dept. of Homeland Security Contracting Officer/W. Mallison MGMT/OPO/STAD/Mail Stop 0210 Department of Homeland Security 245 Murray Lane SW Washington DC 20528-0210			
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
		This is a solicitation/Request for Proposal (RFP) to provide coaching and training services to the Department of Homeland Security (DHS) Science & Technology Directorate (S&T). This solicitation is a Woman Owned Small Business (WOSB) set-aside. Proposals are due via email submission to william.mallison@hq.dhs.gov by 12:00 Eastern on Friday, February 1, 2013. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				William Mallison			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The solicitation continues on the following pages. DO/DPAS Rating: NONE				

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)		
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

PART I – THE SCHEDULE

Section B. Supplies or Services and Prices/Cost

B.1. Services/Supplies

The contractor shall provide services in accordance with the Statement of Work (SOW), provided in Section C.

B.2. Contract Type

This is a hybrid time-and-material (T&M) type, as described in Federal Acquisition Regulation (FAR) 16.602, and firm-fixed-price (FFP) type, as described in FAR 16.202, contract. See Section B.3 below and Section C. Statement of Work (SOW) for a discussion of which elements of work are included in each contract type.

B.3. Contract Line Item (CLIN) Price Schedule

The CLIN structure is summarized in the table below.

Base YR		Option YR 1		Option YR 2	
CLIN	Description	CLIN	Description	CLIN	Description
0001	Task I: Coaching and Leadership Consultation (T&M)	1001	Task I: Coaching and Leadership Consultation (T&M)	2001	Task I: Coaching and Leadership Consultation (T&M)
0002	Task II: Directorate-wide Assessment (FFP)	1002	Task II: Conduct First Course (FFP)	2002	Task II: Conduct First Course (FFP)
0003	Task II: Design First Course (FFP)	1003	Task II: Conduct Second Course in Multi-disciplinary Teams (FFP)	2003	Task II: Conduct Second Course in Multi-disciplinary Teams (FFP)
0004	Task II: Conduct First Course (FFP)	1004	Task II: Conduct Third Course (FFP)	2004	Task II: Conduct Third Course (FFP)
0005	Task II: Finalize Design of Second Course in Multi-disciplinary Teams (FFP)	1005	Kick-off Meeting and Monthly Report Preparation (FFP)	2005	Kick-off Meeting and Monthly Report Preparation (FFP)
0006	Task II: Conduct Second Course in Multi-disciplinary Teams (FFP)	1006	Travel (T&M)	2006	Travel (T&M)

HSHQDC-13-R-00012

0007	Task II: Design Third Course (FFP)				
0008	Task II: Conduct Third Course (FFP)				
0009	Kick-off Meeting and Monthly Report Preparation (FFP)				
0010	Travel (T&M)				

B.4. T&M Labor Rates

The following fully burdened hourly labor rate shall be billed for CLINs 0001, 1001, and 2001.

Labor Category	Hourly Labor Rate
<u>To be designated at award</u>	<u>To be designated at award</u>

B.5. Ceiling for Time and Material and Labor Hour Contracts

As prescribed in FAR 12.207(b)(1)(ii), this contract sets a ceiling price for the T&M work elements. The ceiling represents the total dollar amount that may be incurred and expended for all efforts included in CLINs 0001, 0010, 1001, 1006, 2001, and 2006. The contractor exceeds the ceiling amount at its own risk. The ceiling price is \$ to be set at award.

Section C. Statement of Work

The Statement of Work is imbedded in the following pages.

STATEMENT OF WORK

DEPARTMENT OF HOMELAND SECURITY SCIENCE & TECHNOLOGY DIRECTORATE

COACHING, ASSESSMENT, CUSTOMIZED TRAINING SOLUTIONS, AND DELIVERY

1. Background

The U.S. Department of Homeland Security (DHS), Science and Technology (S&T) Directorate is tasked with researching and organizing the scientific, engineering, and technological resources of the United States and leveraging these existing resources into technological tools to help protect the homeland.

The S&T Human Capital Office has implemented two Directorate-wide initiatives for continuous learning and professional development. (Note: The term “directorate-wide” is used in this document to mean applying across DHS S&T and including all of its federal employees, career and executive.) The first initiative is S&T’s Directorate-wide training program, titled Career Optimizing Opportunities (CO₂). CO₂ offers a continuous schedule of onsite, cross-cutting training sessions on subjects that are specifically relevant to S&T staff’s developmental objectives. The second initiative is the enrichment opportunities that S&T offers to its staff in leadership, information sharing, and professional development. The overarching goals of the two Directorate-wide initiatives are to increase engagement, morale, information sharing, and professional development among S&T employees.

To continue support in the two Directorate-wide initiatives S&T requires contractor services, specifically:

- administering assessments;
- recommending and delivering training solutions; and
- coaching.

The contractor must be an expert in:

- conducting assessments of organizations’ training needs;
- designing customized training programs;
- leadership development;
- fostering multi-disciplinary teams; and
- career and executive coaching.

S&T currently does not have its own standard, documented set of competencies used to assess employees in acquisition, contracting, and human capital disciplines. S&T is open to using the Office of Personnel Management (OPM) competencies, including the Executive Core Qualifiers, for these disciplines or another set of competencies to be identified.

HSHQDC-13-R-00012 SOW

The contractor is not required to have experience specifically training scientist, engineer, or military personnel. The contractor and its personnel must be capable of working with a diverse group of executives, managers, career-level employees, and interns. An understanding of the unique challenges of a scientific and technology organization is helpful. “Train the trainer” is not wanted.

S&T currently does not use a specific, formal training methodology such as the ADDIE model. However, its training and development methods include the following steps: initial analysis; design; develop; and implement. Evaluation usually consists of level 1 evaluation. S&T does analysis, design, development, and implementation for its writing courses. S&T often purchases courses in other topics on a one-time basis from outside vendors.

See Attachment J.1. Fact Sheet for additional information about S&T’s organization and its training activities.

2. Scope

The scope consists of two primary tasks. Each task has its own progression and deliverables.

Task I: Coaching and Leadership Consultation

This task consists of two parts: (a) one-on-one career development coaching with individual S&T employees; and (b) leadership consultation sessions with groups of S&T executives and managers. This task will be performed on a time-and-material (T&M) basis. This task will be performed continuously during the period of performance.

Task Ia: One-on-one Career Development Coaching

The contractor shall perform one-on-one career development coaching with individual S&T employees. Coaching will be conducted with federal executives as well as career-level federal employees. The objective of coaching is to enhance the competence and knowledge of individual employees, so that S&T can better produce technologies and knowledge products. A knowledge product is a final report that provides technical or scientific information in response to a particular question or problem and is usable by S&T’s customers.

The contractor shall provide coaching on an on-demand basis. Individual S&T employees interested in coaching will contact the Contracting Officer’s Representative (COR). The COR will initiate the coaching relationship, and the particular S&T employee will contact the contractor to arrange coaching schedules. When a request for coaching is made, within five business days the contractor shall respond and set a coaching appointment. Coaching sessions typically last between 30 minutes and two hours; individual coaching sessions shall not exceed two hours each. The following limits are set on magnitude of coaching:

- Individual executives are limited to 10 coaching sessions per 12 months.
- Individual career-level employees are limited to five coaching sessions per 12 months.

The COR may authorize additional coaching sessions.

Slightly over 10% of S&T employees have received one-on-one coaching in the past. Personnel who have received coaching in the past are not excluded from receiving coaching under this requirement. Individuals who participate in Task Ib: Group Leadership Consultation Sessions below are also eligible to participate in one-on-one career development coaching. The coaching desired is “career” coaching, meaning targeting persons who are transitioning from one job title to another and need help applying and developing varied skills, as well as “performance” coaching, meaning targeting individual development to help employees improve their capabilities in their current roles and to further organizational goals.

S&T requires face-to-face communication to establish coaching relationships. Coaches can use diverse communication methods including email, phone, or other Internet methods to continue communication with the client once the relationship is established.

DELIVERABLE / EVENT	DUE BY	CONFIRMATION PROCEDURE
Conducting individual executive and career-level coaching sessions	As requested	Contractor shall notify the COR via email after each coaching session is completed

Task Ib: Group Leadership Consultation Sessions

The contractor shall conduct group leadership consultation sessions with groups of S&T executives and managers, and potentially career-level employees. Specifically, they are leaders of S&T organizational groups (the First Responder Group, the Homeland Security Advanced Research Projects Agency, the Acquisition Support and Operations Analysis Group, the Research & Development Partnerships Group, the Finance and Budget Group, the Administration and Support Group, and the S&T Front Office Group), deputy group leads, and division directors. There will be combinations of executives and managers in consultation sessions; executives and managers will not be strictly separate. Group leadership consultation will help S&T executives and managers improve leadership skills and foster cohesion within their groups, so that S&T can better produce technologies and knowledge products. Group leadership consultation will help S&T executives and managers operate more effectively with change management and organizational development, in the context of recent reorganizations within the agency.

The contractor shall develop a process for conducting group leadership consultation sessions that will incorporate the following steps:

- Meet with S&T executives and managers in small groups to identify needs.
- Conduct personal assessments of the individual employees within the groups.
- Summarize the results of the personal assessments in a report on the needs of the group.
- Analyze the results of the personal assessments and conduct a group feedback session with all of the employees in the group.

The group leadership consultation sessions will be performed face-to-face, on-government-site. The contractor may perform preparation and administrative activities off-site (contractor site).

HSHQDC-13-R-00012 SOW

When the contractor writes the summary report on the results of the personal assessments, the contractor must be careful to treat the individuals’ information with appropriate discretion. The report should be informative on the group’s needs but not unnecessarily or inappropriately reveal detail about individuals. The initial meeting and the personal assessments will always be conducted. The assessment report or the feedback sessions may or may not be conducted in every case; the COR will provide guidance on whether the report or the feedback sessions are needed. On average four leaders are expected to participate in each group leadership consultation; this is not a maximum number. The COR will coordinate group leadership consultation sessions and notify the contractor when the sessions will be conducted.

DELIVERABLE / EVENT	DUE BY	CONFIRMATION PROCEDURE
Conduct initial group leadership consultation session with S&T executives and managers to identify leadership consultation needs	As requested	Contractor shall notify the COR via email after initial meeting is completed
Conduct personal assessments with the participants	14 days after initial group leadership consultation session	Contractor shall notify the COR via email after assessments are completed
Develop written assessment report <i>summarizing</i> results of the participants’ individual assessments	When requested, 21 days after completing personal assessments	Contractor shall provide assessment report to COR via email after conducting analysis
Conduct feedback session with group’s executives and managers	When requested, 14 days after completing personal assessments	Contractor shall notify the COR via email after feedback session is completed

Task II: Directorate-wide Assessment and Customized Courses

This task consists of two parts: (a) the contractor shall conduct a Directorate-wide assessment of S&T’s training needs and competency gaps; and (b) the contractor shall develop and conduct customized courses to address the needs identified in the assessment report. This task will be performed on a firm-fixed-price (FFP) basis. This task has deliverables and milestones with fixed dates which are identified below; it will be performed as a linear progression toward a goal.

Task IIa: Directorate-wide Assessment

The contractor shall conduct a Directorate-wide assessment of S&T's training needs and competency gaps. This task covers similar ground as the individual assessments in Task Ib, but on a much wider scale. The contractor may incorporate the results of Task Ib's individual assessments into Task IIa's Directorate-wide assessment, and vice versa. The objectives of the Directorate-wide assessment are to identify strong areas of development and those that need improvement, to enhance knowledge and competence in order to better produce technologies and knowledge products, and to identify specific staff and agency needs. The contractor will identify the particular assessment tools and media it believes appropriate; the delivery can be a mix of in-person, telephone, and Internet. The contractor is encouraged to utilize Internet delivery media, because conducting the Directorate-wide Assessment exclusively in-person or over the phone would likely be time prohibitive.

Note that the "Directorate-wide assessment" is different from "assessment tools" such as DiSC, MBTI, Emergenetics, Hogan, or Benchmarks. S&T has used certain assessment tools in the past. S&T has not conducted skills inventories that could be linked to the coaching and training activities. S&T has reports on the assessment tools that were used, which provide an overview of the findings for organizational groups within S&T. These reports will be available to the contractor. The contractor's coaches and facilitators shall identify assessment tools that will benefit the participants and administer those assessments. The contractor is not required to perform a 360 assessment.

The Directorate-wide assessment will include S&T headquarters in Washington, DC; the National Urban Security Technology Lab in New York City; the Plum Island Animal Disease Center in Orient Point, NY; and the Transportation Security Lab in Atlantic City, NJ.

The Directorate-wide assessment should cover in part the following areas of development, in addition to those that the assessment will identify:

- acquisition;
- contracts; and
- leadership (specifically team dynamics, conflict management, derailers, and change management)

If the contractor employs focus groups in the Directorate-wide assessment, the contractor will be responsible for organizing and conducting the focus groups. The government will provide names and contact information. The contractor may choose to employ Internet survey tools, subject to approval by S&T's Office of the Chief Information Officer. S&T does not have a standard survey tool in place that must be used.

From the assessment, the contractor will develop a comprehensive Directorate-wide training needs assessment report. The report will cover major training needs, deficiencies, and competency gaps. The assessment report will serve as the basis from which the contractor will develop customized courses.

HSHQDC-13-R-00012 SOW

The Directorate-wide assessment will primarily be performed off-site (at the contractor site); visits to S&T (the government site) are necessary to gather information.

DELIVERABLE / EVENT	DUE BY	CONFIRMATION PROCEDURE
Conduct Directorate-wide assessment of training needs	July 1, 2013	Contractor shall notify the COR via email after assessment is completed
Provide written, comprehensive Directorate-wide training needs assessment report after completing Directorate-wide assessment	August 1, 2013	Contractor shall provide assessment report to the COR

Task IIb: Customized Courses

Following the Directorate-wide training needs assessment, the contractor will design and conduct three customized courses. Customized courses are pre-existing courses that are tailored or new courses that are developed, to accomplish the goals outlined in this Statement of Work. The courses should help to close competency gaps identified in the assessment. S&T wants its employees who participate in the courses to apply what they have learned in the courses to their positions. S&T intends to offer the courses to its employees through the CO₂ program. The target audience for the three courses is a mix of executives, managers, and staff Directorate-wide. The contractor will develop the written course plan, outline, and instructional documents for each course and submit them to the COR. Within 10 days the COR will review the documents and provide comments. Upon receipt of comments, the contractor will make the requested changes and incorporate them into the final customized course.

One course will cover developing multi-disciplinary teams. Strong multi-disciplinary teams are able to foster partnering relationships within their own organization, with stakeholders, and with external partners in order to develop mutually beneficially solutions that all parties support. Multi-disciplinary teams, in S&T's context, are defined as teams integrating personnel from all the different organizational groups and career fields within S&T (to include scientists, business professionals, commercialization personnel, university and private sector outreach personnel, etc.). The goal is for the multi-disciplinary teams course to increase the ability of the S&T personnel attending it to work more effectively across boundaries and disciplines among themselves, as well as with S&T's customers (the end users of S&T's knowledge products), to build and deliver usable knowledge products.

The multi-disciplinary teams course will be taught for the first time at S&T headquarters by November 1, 2013. It will be taught a second time at S&T headquarters, once at NUSTL, once at PIADC, and once at TSL no later than March 31, 2014; the COR and the contractor will set the teaching schedule post-award.

The three customized courses are summarized as follows:

- TBD, subject to findings of Directorate-wide assessment
- Developing multi-disciplinary teams

HSHQDC-13-R-00012 SOW

- TBD, subject to findings of Directorate-wide assessment

The courses must be taught on-government-site; preparation may be conducted off-site (at the contractor site). The courses should be between two and three days in length. It is expected that each course will have on average between 10 and 15 participants; this is not a minimum or a maximum.

The multi-disciplinary teams course will be taught the following number of times per year at each place of performance:

- Twice annually at S&T headquarters on Vermont Avenue NW, Washington DC;
- Once annually at the National Urban Security Technology Laboratory (NUSTL) in New York City;
- Once annually at the Plum Island Animal Disease Center (PIADC) in Orient Point, New York;
- Once annually at the Transportation Security Laboratory (TSL) in Atlantic City, New Jersey.

The other two courses will be taught once per year at S&T headquarters on Vermont Avenue, NW, Washington DC.

Each course shall include an evaluation form, which will be given to each attendee at the conclusion of each course. The contractor shall collect the evaluations and provide them to the COR within one day of the course’s end.

DELIVERABLE / EVENT	DUE BY	CONFIRMATION PROCEDURE
Design first course	August 1, 2013	Deliver written course plan, outline, and instructional documents to COR
Conduct first course	September 1, 2013	COR will verify that course has been conducted satisfactorily
Finalize design of second course (multi-disciplinary teams course)	September 1, 2013	Deliver written finalized course plan, outline, and instructional documents to COR
Conduct second course (multi-disciplinary teams course) for the first time at S&T headquarters	November 1, 2013	COR will verify that course has been conducted satisfactorily
Design third course	January 2, 2014	Deliver written course plan, outline, and instructional documents to COR
Conduct third course	February 1, 2014	COR will verify that course has been conducted satisfactorily
Conduct second course (multi-disciplinary teams course) the remaining four times	As outlined above	COR will verify that courses have been conducted satisfactorily

Monthly Reports

The contractor will provide written reports on the 15th day of each month, covering the activity of the previous month. The reports must explain the activity on the contract during the previous month, specifically:

- The number of one-on-one career development coaching sessions with a brief summary of each session. Identify each employee receiving coaching.
- A listing of the ongoing coaching relationships.
- The number of group leadership consultation sessions with a summary of each session. Identify the employees present in the sessions.
- A listing of the ongoing leadership consultation engagements.
- Progress on the Directorate-wide assessment, if the report occurs when the assessment is being conducted.
- Progress on the development of customized courses, if the report occurs when customized courses are being developed.
- Other relevant activities.
- Progress toward milestones for Task II.
- Listing of all contractor personnel holding government ID badges

DELIVERABLE / EVENT	DUE BY	CONFIRMATION PROCEDURE
Monthly progress report	15th day of each month	Contractor shall submit the report in Word or PDF format as an email attachment to the COR

Post-award Kick-off Meeting

A kick-off meeting will be held shortly after award. It will be held at S&T headquarters at a time to be set by the government. The meeting will last no more than two hours. Not more than four contractor personnel should attend the meeting. Fewer than four people performing multiple roles are acceptable. The contractor employees who should attend the meeting are those who will perform the following functions:

- hold executive responsibility for the contractor’s performance
- perform the overall technical, financial, and contractual administration for this requirement;
- manage the coaching activities on-government-site
- lead the development and teaching of the customized courses

The contractor’s attendance will constitute delivery.

3. Staffing and ID Requirements

Key Personnel and Certification

All contractor personnel performing Task I: Coaching and Leadership Development are designated as key personnel. Substitutions and replacements of key personnel shall be conducted in accordance with HSAR 3052.215-70 Key Personnel or Facilities. When key personnel depart and are replaced, the replacements shall hold no less than the level of coaching certification held by the departing personnel.

Contractor Employee Conduct

Contractor employees shall comply with all applicable government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, “off limits” areas, wearing of parts of DHS uniforms, and possession of weapons) when visiting or working at government facilities. The contractor shall ensure that its employees present a professional appearance at all times and that their conduct shall not reflect discredit on the U.S. government or DHS. The government may, at its sole discretion (via the contracting officer), direct the contractor to remove any contractor employee from DHS facilities for misconduct or security reasons. Removal does not relieve the contractor of the responsibility to continue providing the services required under the contract. The contracting officer will provide the contractor with a written explanation to support any request to remove an employee.

Badged Contractor Employees and Government Office Facilities

There are no restrictions on the staffing mix and staffing organization the contractor uses to perform the work, except: All contractor personnel performing Task I: Coaching and Leadership Consultation will be submitted for suitability and, if cleared through suitability, receive proximity passes (DHS ID badges). Beyond the contractor personnel performing Task I, the COR and contractor may consult and agree that other personnel will be submitted for suitability in order to receive proximity passes. Proximity passes are issued so that the contractor employees who frequently enter and exit DHS offices and laboratories may do so quickly and without needing an escort. The government will provide, to the extent possible, “swing” office space in the S&T headquarters building for use by the suitability-approved, badged contractor employees. Swing office space consists of unassigned desks equipped with general purpose office equipment, including computers, telephones, printing/copying/scanning capability, and common office supplies. S&T will provide meeting rooms for one-on-one coaching, group leadership consultation sessions, and the teaching of the three training courses. Individual S&T employees being coached may opt to use their offices instead of meeting rooms for one-on-one coaching. The badged contractor employees are not required to work 8-hour days or any set schedule on-government-site; the particular work that needs to be done at any time will dictate when the contractor employees must be present on-government-site.

Security ID Requirements

Contractor personnel assigned to work at DHS S&T facilities may be issued a proximity pass that permits unescorted entry to the facilities without going through a daily visitor access processes. Contractor personnel may also be granted certain other privileges such as email accounts and access to DHS information systems.

The contractor shall obtain a government contractor identification card. The application for the card will be obtained through the COR or as directed by the contracting officer. The contractor shall provide the COR written notice when all IDs have been processed and received. This card is in addition to contractor provided IDs. *This access shall be provided solely at the discretion of DHS, and may be revoked or withdrawn at any time, without notice or cause, by the COR or contracting officer.* The contractor shall report in writing to the COR to request all personnel access to DHS facilities, email accounts, and information systems be terminated if:

- At any time during the term of this contract, contractor personnel issued a DHS pass or granted access to DHS email or any other DHS information system no longer require any further access; and/or
- At the completion, expiration, or termination of any such contract where access has been granted. Contractor personnel will be considered not to require access to DHS facilities for work performance upon expiration of this contract.

The contractor shall prepare and maintain a roster of its employees holding government IDs. This roster shall be submitted within the monthly report or on request by the COR. Each contractor employee shall have the ID in his/her possession at all times when in the government facility. The employee shall surrender the card to the COR or issuing office at the end of employment, upon completion of this contract, or upon expiration of the form, whichever is sooner. Contractor personnel must report the loss of a government ID as soon as possible to the COR or issuing office.

Contractor employees who do not hold government IDs shall obtain visitor identification passes when they visit government facilities. Visiting contractor employees shall comply with all government escort rules and requirements. All contractor employees shall identify themselves as contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

4. Period of Performance

The period of performance for this contract consists of a one-year Base Period and two one-year Option periods. The total maximum period of performance is three years (36 months). The period of performance is structured as follows:

Base Period	Option Period 1	Option Period 2
April 1, 2013— March 31, 2014	April 1, 2014— March 31, 2015	April 1, 2015— March 31, 2016

The mix of tasks performed will change from period to period. This mix is summarized in the following table:

Task	Base Period	Option Period 1	Option Period 2
Ia: Coaching	X	X	X
Ib: Group Consultation	X	X	X
IIa: Assessment	X		
IIb: Customized Courses	X	X	X

5. Security

Category of Safeguarded Information

This Statement of Work involves information that is UNCLASSIFIED. It may involve information that is SENSITIVE BUT UNCLASSIFIED or FOR OFFICIAL USE ONLY (FOUO). All work should be considered unclassified unless specified otherwise. If classified work is required, DHS will provide specific guidance to the contractor. The contractor shall adhere to all applicable government laws, regulations, orders, guides, and directives pertaining to Sensitive But Unclassified, FOUO, or personally identifiable information. The contractor shall safeguard Sensitive But Unclassified and FOUO information specifically in accordance with DHS Management Directive 11042.1.

The contractor personnel who will receive government ID badges must complete the suitability check process. These contractor personnel will be required to receive DHS Security Awareness Training and IT system rules of behavior training. Contractors with significant security responsibilities may be required to receive specialized training. All personnel who access government IT systems will be monitored in their use. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer. All contractor personnel must execute non-disclosure agreements (NDAs, DHS Form 11000-6).

While contractor personnel are on-boarding and going through the suitability check process, the contractor shall submit weekly reports to the COR indicating the progress, status, and action items for each individual going through the suitability check. The COR will further specify the format and due dates for the reports at award.

The contractor shall establish and implement appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of classified and sensitive government information, data, and/or equipment. If contractor personnel are ever uncertain about the handling or treatment of any information or data, they shall consult the COR.

This Statement of Work requires contractor access to information protected under the Privacy Act. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and government policy and regulation.

6. Travel

Travel, both within and outside of the local area, may be required. The meaning of local travel within the Washington DC metropolitan area is defined by the General Services Administration (GSA); it will not be reimbursed. All travel is subject to advance Government approval, by the Contracting Officer or COR. Approved travel outside of the defined local area will be reimbursed in accordance with the limits set forth in FAR Part 31 and the Federal Travel Regulation (FTR). This travel expense shall not be burdened with profit or fee, overhead, or G&A.

Contractor travel shall be required to support this requirement. The contractor shall visit S&T labs in New York and New Jersey:

- twice in the Base Period
- up to twice in Option Period 1
- up to twice in Option Period 2

7. Accessibility Requirements (Section 508)

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

Section 508 Applicable EIT Accessibility Standards

36 CFR 1194.21 Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous Javascript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.

HSHQDC-13-R-00012 SOW

36 CFR 1194.23 Telecommunications Products, applies to all telecommunications products including end-user interfaces such as telephones and non end-user interfaces such as switches, circuits, etc. that are procured, developed or used by the Federal Government.

36 CFR 1194.24 Video and Multimedia Products, applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation shall also comply with the software standards (1194.21) when the presentation is through the use of a Web or Software application interface having user controls available.

36 CFR 1194.25 Self Contained, Closed Products, applies to all EIT products such as printers, copiers, fax machines, kiosks, etc. that are procured or developed under this work statement.

36 CFR 1194.26 Desktop and Portable Computers, applies to all desktop and portable computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.

36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Section 508 Applicable Exceptions

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

Section 508 Compliance Requirements

36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are

HSQDC-13-R-00012 SOW

commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

All tasks for testing of functional and/or technical requirements must include specific testing for Section 508 compliance, and must use DHS Office of Accessible Systems and Technology approved testing methods and tools. For information about approved testing methods and tools send an email to accessibility@dhs.gov.

Section D. Packaging, Marking, and Branding

D.1. Packing and Marking

All deliverables shall be submitted electronically, unless otherwise specified, directly to the Contracting Officer's Representative (COR) identified in Section G.2. All information submitted shall be clearly marked with the name of the contractor, the contract and/or modification number as appropriate, and a title or descriptor for the submission.

D.2. Branding

The contractor shall comply with the requirements of DHS branding and marking policies. As a general matter of law, federal criminal statutes prohibit unauthorized use of the official DHS Seal. In addition, DHS policy prohibits granting authorization for certain commercial uses of the Seal. It is permissible to reference DHS in materials if the reference is limited to true, factual statements. The words "DHS" and/or "Homeland Security" should appear in the same color, font, and size as the rest of the text in the document. Moreover, such references shall not imply in any way an endorsement of a product, company, or technology. Requests to use the DHS Seal must be submitted using the DHS Official Seal Usage Approval form in DHS Management Directive 0030. A copy of this form may be requested from the contracting officer. The form's comments section should be used to describe why use of the Seal is being requested, and how it will be used. Completed forms may be e-mailed to branding@hq.dhs.gov or faxed to (202) 282-8775.

Section E. Inspection and Acceptance

E.1. Inspection Clause

Inspection shall be conducted in accordance with FAR 52.212-4 Contract Terms and Conditions—Commercial Items, Alternate I, included in this contract.

E.2. Acceptance Procedures

E.2.1.

Acceptance procedures for Task Ia. One-on-one Career Development Coaching and Task Ib. Group Leadership Consultation Sessions are: After the contractor has completed a coaching session and notified the COR via email, the COR will consult with the personnel who were coached and assess the quality and usefulness of the coaching. The COR will make decisions about whether, how, and how much further coaching activities will be conducted based on these assessments.

E.2.2.

The acceptance procedure for Task IIa. Directorate-wide Assessment is: The COR will review the assessment report and determine if any revisions or changes are necessary.

E.2.3.

The acceptance procedures for the three courses within Task IIb. Customized Courses are contained Section C. SOW, Task IIb: Customized Courses

Section F. Deliveries or Performance

F.1. Period of Performance

See Section C. SOW, 4. Period of Performance.

F.2. Place of Performance

The place of performance is principally S&T Headquarters located on Vermont Avenue NW, Washington, DC. Other places of performance are the National Urban Security Technology Lab in New York City; the Plum Island Animal Disease Center in Orient Point, NY; and the Transportation Security Lab in Atlantic City, NJ. Places of performance that are specific to each task are outlined in Section C. SOW.

F.3. Deliverables

See Section C. SOW for deliverables. Deliverables are presented within each task.

Section G. Contract Administration

G.1 Contracting Officer's Representative (COR)

G.1.1.

The contracting officer may designate a Contracting Officer's Representative (COR) that will be responsible for the day-to-day coordination of the contract. The COR for this contract is designated in accordance with Homeland Security Acquisition Regulation (HSAR) 3052.242-72 Contracting Officer's Technical Representative (DEC 2003).

G.1.2.

The COR is:

Krystle Allen
Chief, Learning and Workforce Development
Science & Technology Directorate
Department of Homeland Security
(202) 254-6326
krystle.allen@hq.dhs.gov

G.1.3

The COR will represent the contracting officer in the administration of technical details within the scope of the contract. The COR has the primary role in providing surveillance of the contractor's efforts and ensuring efficient use of time and resources. The COR is also responsible for inspection and acceptance of all contract deliverables and reports, and such other responsibilities as may be specified in this contract. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the contracting officer or the government that affect, price, quality, quantity, delivery, or other terms and conditions of this contract. If, as a result of technical discussions, it is desirable to modify contract obligations or specifications, changes will be issued in writing and signed by the contracting officer.

G.2 Contracting Officer

G.2.1

The contracting officer is the only person authorized to approve changes to any of the terms and conditions of this contract. In the event the contractor effects any changes at the direction of any person other than the contracting officer, the changes will be considered to have been made without authority and no adjustment will be made to the contract cost/price to cover any increase in costs incurred as a result thereof. The contracting officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The contracting officer is the only individual who can legally obligate government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully contract, which includes any subsequent modifications or other specific written authorization from the contracting officer. The contractor shall not comply with any order, direction or request of government personnel unless it is issued in writing and signed by the contracting officer, or is pursuant to specific authority otherwise included as a part of this contract.

G.2.2.

The procuring and administering contracting officer for this contract is:

William Mallison
Science & Technology Acquisition Division
Office of Procurement Operations
Department of Homeland Security
Mail Stop 0210
245 Murray Lane, SW
Washington, DC 20528-0210
(202) 254-5880
william.mallison@hq.dhs.gov

G.3. NAICS Code

The North American Industry Classification System (NAICS) code for this contract is 611430. Its size standard is \$7M.

G.4. Invoicing and Payment

G.4.1. General Invoicing Procedures

The contractor shall invoice monthly by the 15th day of each month for T&M work performed during the previous month. The contractor may invoice for FFP work whenever a FFP deliverable has been delivered and accepted. Invoices shall reference particular CLINs that are being charged as described below in G.4.2. and G.4.3. If multiple FFP deliveries are made at the same time, the contractor may invoice for them on the same voucher/invoice. Likewise, the contractor may invoice for T&M work, as described in G.4.2., and FFP work, as described in G.4.3., on the same voucher/invoice. Invoices shall be submitted under cover of a Standard Form 1034 Public Voucher. Invoices shall be submitted to the mailbox InvoiceSAT.Consolidation@ice.dhs.gov and copy the COR and contracting officer. Each invoice/voucher shall state the contract number and period of performance.

G.4.2. Particular Invoicing Procedures for T&M Tasks

The contractor's invoice shall identify invoiced amounts aligning to the CLINs (0001, 0010, 1001, 1006, 2001, and 2006) listed in the contract award. Each voucher submitted must request payment for only those man-hours and travel costs incurred in the period being billed. The invoice shall include the following substantiating documentation:

- (i) A breakdown of costs incurred by the prime contractor during the invoice period including all direct and indirect labor, other direct, other indirect, and travel costs;
- (ii) A breakdown of costs incurred by the subcontractor during the invoice period including all direct and indirect labor, other direct, other indirect, and travel costs;
- (iii) A cumulative sheet totaling the costs identified in (i) and (ii) above by CLIN;
- (iv) Evidence of actual payment of subcontractor costs for which payment is being requested on the invoice;
- (v) Evidence of actual payment for any contractor-acquired equipment purchased and included in the invoice and identified as an incurred expense during the invoice period; and
- (vi) The estimated percentage of physical completion of the contract.

G.4.3. Invoicing FFP Tasks

The contractor shall invoice for each FFP deliverable after it has been delivered (as described in Section C. Statement of Work) and accepted by the COR (as described in Sections E.2.2. and E.2.3.). Each deliverable corresponds to a CLIN (0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, 1002, 1003, 1004, 1005, 2001, 2002, 2003, 2004, and 2005).

G.4.4. Final Payment

Final payment under this contract requires: (1) receipt and acceptance by the government of all required services and/or supplies; (2) final accounting for and disposition of government property; (3) the assignment to the government of any refunds and the release discharging the government from liabilities per the terms and conditions of the award; and (4) final audit by the cognizant audit agency, if necessary.

G.5. Government Furnished Property (GFP) and Government Furnished Information (GFI)

G.5.1.

The contractor shall maintain and disposition all government furnished property and contractor acquired- (on behalf of the government) property in accordance with FAR 52.245-1 Government Property, included in this contract. For purposes of this clause, the COR is designated as the Property Administrator. The contractor shall control, protect, preserve, use, maintain, and repair any government property or equipment provided for, or purchased for, performance under this contract in accordance with sound industrial and business practices and the requirements of this contract. The GFP to be provided is described in G.5.2. Any additional GFP provided shall be tracked and monitored in accordance with this section.

G.5.2.

The government does not anticipate issuing to the contractor's personnel any GFP, except that the government will furnish to the contractor's badged personnel access to "swing" office space at S&T's Washington, DC headquarters facility. (See Section C. SOW, 3. Badged Contractor Employees and Government Office Facilities.) The contractor shall furnish all other property or equipment necessary to perform Section C. SOW.

G.5.3.

The government will furnish to the contractor's personnel all GFI necessary to perform the SOW. The government will provide to the contractor reports from assessments and assessment tools (such as Hogan and Center and Creative Leadership Benchmarks) that have previously been conducted. The COR will identify and provide other GFI on a rolling basis, as it becomes relevant to the work being conducted. All data, documents, and other information shall be returned to the government at the end of the period of performance. The contractor shall not release GFI to outside parties without the explicit consent of the CO.

G.5.4.

The contractor shall coordinate with the contracting officer and COR for final disposition of government property, equipment, and information.

G.5.5.

As authorized by FAR 52.245-9 Use and Charges, included in this contract, the contractor and its subcontractors are authorized to use any GFP and GFI provided in the performance of this contract without charge.

Section H. Special Contract Requirements

H.1. Contractor Pre-screening Requirements

Contractors requiring recurring access to government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any DHS contract by pre-screening the person/candidate prior to submitting their name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The contractor shall submit only those candidates that have not had a felony conviction within the past 36 months, illegal drug use within the past 12 months, or misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months from the date of submission of their name as a candidate to perform work under this contract.

Prescreening involves contractors and subcontractors reviewing:

- (a) Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center.
- (b) Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self certification, by public records check, or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
- (c) Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self certification, by public records check, or other reference checks conducted in the normal course of business.

Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts in the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

This requirement shall be placed in all subcontracts in the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources.

The contracting officer will not approve any replacement personnel for any positions under this contract until the contractor completes the prescreening identified above.

H.2. Advertisements, Publicizing Awards, and News Releases

H.2.1.

All press releases, press conferences, or announcements about agency programs, projects, and contract awards need to be cleared and approved by the COR through coordination with the S&T Office of Corporate Communications. Submit a courtesy copy of such approval(s) to the contracting officer.

H.2.2.

The contractor shall not incur costs associated with any press releases or press conferences until notified of approval by the COR. 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 the COR.

H.2.3.

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.

H.3. Prohibition on Performing Personal Services and Inherently Governmental Functions

H.3.1.

The contractor shall not perform the following functions under this contract. If the contractor is requested or tasked to perform any function that the contractor believes is substantially similar to one of the below functions, the contractor should immediately contact the contracting officer: (1) Policy making or management of DHS operations; (2) Program or project management; (3) Technical management of government contracts; (4) Government purchasing, contracting, contract administration, acceptance of materials and/or performance, and pay and accounting therefore; (5) Direction or supervision of other government contracts or government agencies, or otherwise acting as an agent to obligate or commit in any capacity; (6) Clerical and other administrative type functions required to be performed by civil service personnel; (7) Supervision of government employees; and (8) Anything that could otherwise constitute personal services or inherently governmental functions.

H.3.2.

Contractor personnel are employees of the contractor or its subcontractors and are under the administrative control and supervision of the contractor. The government will not directly

supervise or direct contractor employees in the performance of their assignments. If at any time the contractor believes that any government action or communication has been given that would create a personal service relationship between the government and any contractor employee, the contractor shall promptly notify the contracting officer.

H.3.3.

The contractor shall not perform any inherently governmental functions under this contract. No contractor employee shall represent, or give the appearance, that he/she is a government employee, agent, or representative. No contractor employee shall state, orally or in writing, at any time that he or she is acting on behalf of the government. The contractor is responsible for ensuring that all employees assigned to this contract understand, and are committed to following these requirements.

H.4. Disclosure

H.4.1.

Contractor information furnished under this solicitation or contract may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked.

H.4.2.

Any information made available to the contractor by the government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

H.4.3.

When government records or information are made available to contractor personnel or subcontractor personnel, the contractor must notify those personnel in writing that such information and records can be used only for the purpose and to the extent authorized therein, and that further disclosure by any means for a purpose or to an extent unauthorized therein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H.5. Limitation on Contractor's Use of Data

For the purpose of paragraphs (b)(2)(i) and (d) of FAR 52.227-14 Rights in Data-General included in this contract, the contractor shall not use, release to others, reproduce, distribute, or publish any data first produced or specifically used in the performance of this contract for private purposes without the prior, written approval of the contracting officer.

H.6. Continued Contractor Eligibility

The contracting officer may require the contractor to prohibit individuals from working on contracts 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.

H.7. Period of Claim

Notwithstanding the claim period stated in the Disputes section of FAR 52.212-4 included in this contract and pursuant to FAR 33.206 Initiation of a Claim, the contractor agrees to submit any claim related to this contract within 12 months after accrual of the claim.

H.8. Standards of Conduct at Government Installations

H.8.1.

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

H.8.2.

If due to the fault or neglect of the contractor, his agents, or employees any government property, equipment, stock, or supplies are lost or damaged during performance of this contract, the contractor shall be responsible for such loss or damage. The government may either require the contractor to replace the property or to reimburse the government for the full value of the property.

H.8.3.

The contractor is responsible for maintaining assigned space(s) in a clean and orderly fashion during the course of this contract. Furniture as may be assigned to the space(s) shall remain in place and not removed from areas. All telephones are for conducting government business only. The contractor is responsible for exercising control over all supplies, materials, and equipment of a personal or company nature.

PART II – CONTRACT CLAUSES

Section I. Contract Clauses

I.1. 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 <http://acquisition.gov/comp/far/index.html>.

The following FAR clauses are incorporated by reference:

Number	Title and Date
52.203-3	Gratuities (APR 1984)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.204-4	Printed or Copied Double-sided on Postconsumer Fiber Content Paper (MAY 2011)
52.209-7	Information Regarding Responsibility Matters (FEB 2012)
52.212-4	Contract Terms and Conditions—Commercial Items (FEB 2012) ALT I (AUG 2012)
52.215-2	Audit and Records—Negotiation (OCT 2010)
52.219-30	Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (APR 2012)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-9	Estimate of Percentage of Recovered Material Content for EPA Designated Items (MAY 2008)
52.223-10	Waste Reduction Program (MAY 2011)
52.227-1	Authorization and Consent (DEC 2007) ALT I (APR 1984)
52.227-14	Rights in Data—General (DEC 2007) Alternate IV (DEC 2007)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3	Continuity of Services (JAN 1991)
52.242-13	Bankruptcy (JUL 1995)
52.242-15	Stop Work Order (AUG 1989)
52.244-2	Subcontracts (OCT 2010)
52.245-1	Government Property (AUG 2010)
52.245-9	Use and Charges (AUG 2010)

I.2. FAR Clauses Incorporated in Full Text

The following FAR clauses are incorporated in full text:

I.2.1. 52.204-2 Security Requirements (AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified “Confidential,” “Secret,” or “Top Secret.”
- (b) The Contractor shall comply with—

- (1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and
- (2) Any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

I.2.2. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (MAY 2012)

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

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- X (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
- X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
- ___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

- ___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ___ (11) [Reserved]
- ___ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- ___ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (July 2010) of 52.219-9.
- ___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- X (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X (23) 52.219-28, Post Award Small Business Program Re-representation (Apr 2012) (15 U.S.C. 632(a)(2)).
- ___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- X (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

- (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
- (ii) Alternate I (Mar 2012) of 52.225-3.
- (iii) Alternate II (Mar 2012) of 52.225-3.
- (iv) Alternate III (Mar 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (May 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
- (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

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

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) [Reserved]
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
 - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
 - (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
 - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
 - (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
 - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of Clause)

I.2.3. 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 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
 - (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
 - (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.
- (End of Clause)

I.3. Homeland Security Acquisition Regulation Clauses

I.3.1.

The full text of the HSAR may be accessed electronically at: <http://www.dhs.gov/xlibrary/assets/opnbiz/hsar.pdf>. The following HSAR clauses are incorporated in full text:

I.3.2. 3052.204-71 Contractor Employee Access (JUL 2006)

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

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

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

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

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

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

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

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

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

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

I.3.3. 3052.215-70 Key Personnel or Facilities (DEC 2003)

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

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

The Key Personnel or Facilities under this contract are: To be designated at award (all coach personnel performing Task 1)

(End of clause)

I.3.4. 3052.228-70 Insurance (DEC 2003)

In accordance with the clause entitled "Insurance—Work on a Government Installation" in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

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

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

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

(End of clause)

I.3.5. 3052.242-71 Dissemination of Contract Information (DEC 2003)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of clause)

I.3.6. 3052.242-72 Contracting Officer's Technical Representative (DEC 2003)

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

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

(End of clause)

I.3.7. 3052.245-70 Government Property Reports (Deviation) (AUG 2008)

The Contractor shall prepare a report of Government property in its possession and the possession of its subcontractors, when and in a format prescribed by the Contracting Officer.

(End of clause)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Section J. List of Attachments

- J.1. Fact Sheet
- J.2. HSAR Disclosure
- J.3. Proposal Pricing Template
- J.4. Past Performance Questionnaire

PART IV – REPRESENTATIONS AND INSTRUCTIONS

Section K. Offeror Representations and Certifications

K.1 FAR 52.212-3 Offeror Representations and Certifications—Commercial Items (DEC 2012)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <https://www.acquisition.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be

provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women. “Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov> . After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror pre-presents that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small

Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanina, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph(g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act.

(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

[] Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation*. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

Section L. Instructions to Offeror

L.1. FAR 52.216-31 Time-and-Material/Labor-Hour Proposal Requirements—Commercial Item Acquisition (FEB 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

(End of Provision)

L.2. FAR 52.233-2 Service of Protest (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 on the contracting officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

William Mallison
Contracting Officer
MGMT/OPO/STAD/Mailstop 0210
245 Murray Lane, SW
Washington, DC 20528-0210
william.mallison@hq.dhs.gov

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

(End of Provision)

L.3. Proposal Instructions

L.3.1. Proposal Elements

Submit *one electronic copy* of the proposal consisting of the following elements. Each element must be a separate document:

- Cover letter;
- Technical volume;
- Price volume; and
- If applicable, completed Section K Representations and Certifications. Refer to the instructions in Section K. If the offeror has completed annual representations and certifications electronically via the System for Award Management website (www.sam.gov), then the offer need only to verify and provide a statement that the

representations and certifications posted on SAM are current, accurate, and complete as of the date of its proposal to this solicitation.

L.3.2. Content of Proposal Elements

L.3.2.1. Cover Letter

The cover letter shall: (1) Indicate that the proposal is a binding offer to the government to perform the work described in this solicitation and its Statement of Work, Section C. (2) Indicate that the proposal is valid for at least 60 days from its submission. (3) Not exceed two pages. (4) Be signed by a representative of the offeror's organization who is authorized to submit proposals and negotiate contracts.

L.3.2.2. Technical Volume

The technical volume shall be electronic in Word or PDF format, with font no smaller than 12-point, and on standard, one-sided 8 ½ x 11 letter sized pages. The technical volume consists of the offeror's response to the non-price evaluation criterion Technical Capability. The technical volume shall not exceed 35 pages. The technical volume shall include the following:

L.3.2.2.1. Coaching Certification

The contractor shall perform Task I: Coaching and Leadership Consultation with qualified personnel holding either:

- at least one of the following International Coaching Federation credentials: Associate Certified Coach; Professional Certified Coach; or Master Certified Coach; *or*
- the Certified Professional Co-active Coach certificate from the Coaches Training Institute.

As part of the technical volume, submit copies of the certificates held by all personnel proposed to perform Task I. Scans are acceptable.

L.3.2.2.2. Directorate-wide Assessment Methodology

As part of the technical volume, submit a description of the methodology for conducting the Directorate-wide Assessment. The assessment methodology should demonstrate an effective approach to identifying training needs and competency gaps within the organization. The assessment methodology should be clear and well organized.

L.3.2.2.3. Multi-Disciplinary Teams Draft Materials

As part of the technical volume submit a draft outline and lesson plan for the second course, the multi-disciplinary teams course. Also submit a narrative explaining how the multi-disciplinary teams course will motivate, engage, encourage active participation in, and foster beneficial communication among the S&T employees who will attend it. The narrative should also explain how the course will increase the ability of the attendees to work more effectively across

boundaries and disciplines among themselves, as well as with S&T's customers (the end users of S&T's knowledge products), to build and deliver usable knowledge products.

L.3.2.2.4. HSAR Disclosure

Complete the disclosure in Attachment J.2. HSAR Disclosure as instructed in the document and include it in the technical volume.

L.3.2.3. Pricing Volume

Complete Attachment J.3. Proposal Pricing Template as instructed in the spreadsheet and submit it as the pricing volume. Fill in only the yellow highlighted cells in the spreadsheet. Submit the spreadsheet as an electronic Microsoft Excel file, not as an Excel file converted to a PDF, a scan, or any other format. Do not alter the spreadsheet aside from filling in the yellow highlighted cells. This is the only pricing document that will be evaluated. However, the offeror is free to include other explanatory pages as well. Note that there is no need to propose any amount for travel. The government will determine the amount allocated to the travel CLINs 0010, 1006, and 2006.

L.3.3. Past Performance

Three of the offeror's current or previous government or commercial customers for whom it has performed relevant, comparable work in the past three years shall complete Attachment J.4. Past Performance Questionnaire and submit it via email to william.mallison@hq.dhs.gov not later than the proposal due date listed in L.3.4. No more than three completed questionnaires from previous customers are needed. The offeror shall not collect the questionnaires from its previous customers and submit them itself as part of its proposal. The past performance questionnaires are not part of the proposal, whether the technical volume, the price volume, or elsewhere. The past performance questionnaires are a requirement that must be submitted by the offeror's previous customers in conjunction with the proposal.

L.3.4. Proposal Due Date

The electronic proposal must be submitted to William Mallison, contracting officer, via email (william.mallison@hq.dhs.gov) by **12:00 PM Eastern on Friday, February 1, 2013**. The offeror will receive confirmation of receipt via email.

L.3.5. No-submission Option

If the offeror does not wish to respond to this solicitation, submit a "no-submission" response to william.mallison@hq.dhs.gov by 5:00 PM Eastern on Friday, January 11, 2013.

L.3.6. Questions

Submit questions in writing, via email, to william.mallison@hq.dhs.gov by 5:00 PM on Eastern on Friday, January 11, 2013. The contracting officer will compile the questions and post them, along with their answers, with the solicitation by 5:00 PM Eastern on Friday, January 18, 2013.

Section M. Evaluation Factors for Award

M.1. FAR 52.217-5 Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the government's best interests, the government will evaluate offerors for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the government to exercise the option(s).

(End of provision.)

M.2. Basis for Award

M.2.1.

The government intends to award a contract to perform the work described in the SOW, Section C, using the best value trade-off process. Award will be made to the offeror whose proposal provides the overall best value to the government, price and non-price factors considered.

M.2.2.

The best value determination will consider the non-price criteria (Technical Approach and Past Performance) and the Price criterion combined. Non-price factors together are weighted more highly than the Price factor. Between the two non-price criterion, Technical Approach is weighted more highly than Past Performance. Award may be made to other than the lowest price proposal's offeror if the government determines that the price premium is warranted by the proposal's non-price merit. The best value determination will consider tradeoffs between the non-price and price criteria. As the non-price criteria approach equality, greater importance will be given to the price criterion. In the event that two or more proposals are determined to lack substantial non-price differences, award may be made to the lower priced proposal.

M.2.3.

The government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The government reserves the right to conduct discussions if the contracting officer later determines them to be necessary. In addition, if the contracting officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.3. Evaluation Criteria

M.3.1. Non-price Criterion: Technical Approach

This non-price criterion will be evaluated to determine the following:

M.3.1.1.

If all personnel proposed to perform Task I hold at least one of the following: (1) the International Coaching Federation credentials Associate Certified Coach; Professional Certified Coach; or Master Certified Coach; *or* (2) the Certified Professional Co-active Coach certificate from the Coaches Training Institute.

M.3.1.2.

How well the methodology for conducting the Directorate-wide assessment demonstrates an effective approach to identifying training needs and competency gaps within the organization. How clear and well organized the assessment methodology is.

M.3.1.3.

How well the draft course outline and lesson plan for course two, the multi-disciplinary teams course, along with the contractor's narrative explanation demonstrate that the course will:

- Be well structured, with objectives that are clear and with defined outcomes.
- Be motivating, be engaging, foster beneficial communication, and encourage active participation.
- Increase the ability of the attendees to work more effectively across boundaries and disciplines among themselves, as well as with S&T's customers (the end users of S&T's knowledge products), to build and deliver usable knowledge products.

M.3.2. Non-price Criterion: Past Performance

Past performance will be evaluated based on how well the proposal, specifically the completed Attachment J.4. Past Performance Questionnaire, demonstrates a past history of completing relevant, comparable, work successfully. Relevant, comparable past performance is coaching and training work involving the subject matter discussed in Section C. SOW, and of a similar size and complexity to this requirement, performed within the last three years. Questionnaires for work that was performed by subcontractors that the offeror proposes to partner with are not relevant; the past performance concerns the offeror itself. Evaluators may also consider information found in government past performance databases.

M.3.3. Price Criterion

The offeror's proposed price (principally its total proposed price as indicated in cell C51 of the completed Attachment J.3. Proposal Pricing Template) will be evaluated for completeness and reasonableness.

ATTACHMENT J.1 FACT SHEET

S&T's Mission

The mission of DHS S&T is to *strengthen America's security and resiliency by providing knowledge products and innovative technology solutions for the Homeland Security Enterprise*. Congress created the S&T Directorate as part of the Homeland Security Act of 2002, to “conduct basic and applied research, development, demonstration, and testing and evaluation activities relevant to any or all elements of the Department.”¹ S&T also has a statutory responsibility to transfer useful technologies and information to first responder communities, to state and local governments, and to critical infrastructures owned by the private sector. S&T also has responsibilities related to understanding and creating solutions to biological and chemical threats, and to conducting the research and development (R&D) required to meet homeland cyber security needs.

S&T provides the Homeland Security Enterprise with strategic and focused technology options and operational process enhancements. S&T seeks innovative, systems-based solutions to complex homeland security problems. S&T has the technical depth and reach to discover, adapt and leverage technology solutions developed by federal agencies and laboratories, state, local and tribal governments, universities, and the private sector -- across the US and internationally.

Federal Employee Composition

As of December 1, 2012, S&T had a total of 463 federal employees. Of this total, 336 federal employees are mostly located at the Vermont Avenue location in Washington, DC, and 127 federal employees are located at one of S&T's laboratories (Plum Island Animal Disease Center, National Urban Security Technology Laboratory, and the Transportation Security Laboratory). Of the 336 Vermont Avenue employees, two-thirds of the employees perform S&T programmatic work while the remaining one-third performs support or administrative job functions. The following bullets capture the organizational makeup of S&T:

- 44 federal employees are considered executives (ST, SL, ES, or EX pay systems)
- 276 employees are GS-14, GS-15, or ADs (Administratively Determined)
- 100 employees are supervisors/managers or function in such capacity

S&T's Human Capital Office

The Human Capital Office (HCO) at S&T, in accordance with DHS Management Directive 0006: Human Capital Line of Business Integration and Management, serves as the principal advisor to the Science and Technology Directorate on human capital issues and ensures that human capital programs meet the mission needs of the Department and the Directorate. HCO oversees the development, implementation, and operation of human capital management policies and programs to provide and maintain the highly qualified workforce necessary to meet the S&T Directorate's continually changing and expanding mission. HCO includes two branches: Human Capital Planning Branch, which includes staffing and related policies, performance management,

¹ 6 U.S.C. Sec. 182(4)

and executive resources; and Learning and Workforce Management Branch, which covers training and development and position management.

S&T's Training Program and Initiatives

S&T's training program and initiatives are housed in HCO, specifically the Learning and Workforce Management Branch. The agency's program includes Career Optimizing Opportunities (CO₂). The CO₂ program provides employees with onsite, cross-cutting training opportunities. In Fiscal Year 2012, the program offered workshops on the following topics: Acquisition, Budget, Congress, the DHS Library, Microsoft, Project Management, Test & Evaluation, Wellness, and Writing. There were 128 sessions of 83 different classes. Writing, Project Management, and Acquisition workshops received the greatest demand and had the highest participation rates.

S&T training initiatives include individual coaching relationships, assessments, and group development workshops. In fiscal year 2012, there were 30 individuals in one-on-one coaching relationships. Of those 30, 16 were executives, 9 were supervisors, and 5 were career employees. A total of 57 assessment tools were administered. Thirty (30) individuals completed the full Hogan, which included 3 assessment tools. The other 27 completed the Motives, Values, Preferences Inventory (MVPI). In addition, there were a total of 25 group development workshops. RDP had 12 workshops, ASD and HSARPA had 5 workshops each, FRG (NUSTL) had 2, and KPO had 1.

Throughout the year there are additional opportunities for employees to participate in Headquarters training initiatives, such as mentoring and academic programs.

ATTACHMENT J.2 HSAR DISCLOSURE

Instructions: The offeror shall complete shall complete the disclosure within paragraph (f) of HSAR Clause 3052.209-70 below (the yellow highlighted portion) and submit it along with the technical volume.

HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Treatment of Certain Rights.*

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

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

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

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

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

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

(End of provision)

ATTACHMENT J.3 PROPOSAL PRICING TEMPLATE

Base Year			
Task I: Coaching and Leadership Consultation (T&M)			
Labor Category	Burdened Hrly Rate	Est Hours	Subtotal
To be proposed	\$0.00	400	\$0.00
Task II: Directorate-wide Assessment and Customized Courses (FFP)			
Deliverable	Price		
Directorate-wide Assessment	\$0.00		
Design first course	\$0.00		
Conduct first course (one time)	\$0.00		
Conduct second course in multi-disciplinary teams (five times)	\$0.00		
Design third course	\$0.00		
Conduct third course (one time)	\$0.00		
Subtotal:	\$0.00		
Base Year Total	\$0.00		

Option Year 1			
Task I: Coaching and Leadership Consultation (T&M)			
Labor Category	Burdened Hrly Rate	Est Hours	Subtotal
To be proposed	\$0.00	400	\$0.00
Task II: Directorate-wide Assessment and Customized Courses (FFP)			
Deliverable	Price		
Conduct first course (one time)	\$0.00		
Conduct second course in multi-disciplinary teams (five times)	\$0.00		
Conduct third course (one time)	\$0.00		
Subtotal:	\$0.00		
Option Year 1 Total	\$0.00		

Option Year 2			
Task I: Coaching and Leadership Consultation (T&M)			
Labor Category	Burdened Hrly Rate	Est Hours	Subtotal
To be proposed	\$0.00	400	\$0.00
Task II: Directorate-wide Assessment and Customized Courses (FFP)			
Deliverable	Price		
Conduct first course (one time)	\$0.00		
Conduct second course in multi-disciplinary teams (five times)	\$0.00		
Conduct third course (one time)	\$0.00		
Subtotal:	\$0.00		
Option Year 2 Total	\$0.00		

Proposal Total	\$0.00		
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Instructions: Fill in only the yellow highlighted cells.
 Insert one labor category title and its fully burdened labor rate for Task I: Coaching and Leadership Consultation. Only one labor category is needed. The personnel performing Task I should have essentially equivalent qualifications and capabilities and be interchangeable.
 All personnel performing Task I shall bill the same fully burdened labor rate. Fill in the fully burdened labor rates for the base and each option year. Enter the labor category title and rate for the Base Year only. The labor category titles for the option years will auto-populate.
 The estimated hours of 400 are provided in the template as a common basis of comparison for all proposals. Do not change the 400 hours.
 Fill in prices for each deliverable under Task II: Directorate-wide Assessment and Customized Courses.
 The template will auto-calculate subtotals for the base and each option year and the overall total price of the proposal.

**ATTACHMENT J.4
PAST PERFORMANCE QUESTIONNAIRE**

This Past Performance Questionnaire must be sent to three of your current or previous government or commercial customers for whom you have performed relevant, comparable work in the past three years.

**Department of Homeland Security Solicitation HSHQDC-13-R-00012
Past Performance Questionnaire**

PAST PERFORMANCE QUESTIONNAIRE

The Department of Homeland Security (DHS) is conducting an acquisition for training services. You have been listed by **(name of contractor)** as a current or past customer that can serve as a past performance reference. The following information is being collected to help the DHS contracting officer evaluate past performance during the evaluation of proposals.

When responding to the questions, please select the adjective that most accurately describes the contractor's performance. Please provide comments and explanation wherever possible. If the contractor has no record of past performance relevant to a particular question, select "No Rating."

You may type or write on/scan this questionnaire. Please e-mail your responses by **12:00 PM Eastern on Friday, February 1, 2013** to william.mallison@hq.dhs.gov.

**Department of Homeland Security Solicitation HSHQDC-13-R-00012
Past Performance Questionnaire**

Name of the Person Responding: _____

Title of the Person Responding: _____

Agency or Company of the Person Responding: _____

Telephone Number: _____

Email Address: _____

Contract Name/Number: _____

Contract Period of Performance: _____

Total Dollar Amount of Contract: _____

Was the contractor the prime or a subcontractor? _____

If a subcontractor, what % of the work did the contractor perform? _____

If a subcontractor, what part of the overall work did the contractor perform? _____

Brief Description of the work performed: _____

**Department of Homeland Security Solicitation HSHQDC-13-R-00012
Past Performance Questionnaire**

EVALUATION RATINGS	
No Rating	A contractor without a record of relevant past performance or for whom information of past performance is not available; the offeror will not be evaluated either favorably or unfavorably.
Excellent	Contractor significantly exceeded performance or capability standards and contract requirements.
Good	Contractor exceeded performance or capability standards and contract requirements.
Acceptable	Contractor met performance or capability standards and contract requirements.
Marginal	Contractor only marginally met performance or capability standards and contract requirements.
Unacceptable	Contractor failed to meet performance or capability standards and contract requirements.

1. Customer Satisfaction: To what degree was the contractor responsive to and cooperative with customer personnel?

No Rating ___ **Excellent** ___ **Good** ___ **Acceptable** ___ **Marginal** ___ **Unacceptable** ___

Explanation, Comments:

2. Compliance with Terms and Conditions: To what extent did the contractor comply with contract terms and conditions?

No Rating ___ **Excellent** ___ **Good** ___ **Acceptable** ___ **Marginal** ___ **Unacceptable** ___

Explanation, Comments:

**Department of Homeland Security Solicitation HSHQDC-13-R-00012
Past Performance Questionnaire**

3. Contract Administration: How effective was the contractor in managing contract administration (including tracking spending, invoicing, intellectual property requirements, providing documentation, etc.)?

No Rating ___ Excellent ___ Good ___ Acceptable ___ Marginal ___ Unacceptable ___

Explanation, Comments:

4. Effectiveness and Reliability: How effective and reliable were contractor personnel?

No Rating ___ Excellent ___ Good ___ Acceptable ___ Marginal ___ Unacceptable ___

Explanation, Comments:

5. Government Equipment: If applicable, how well did the contractor maintain and account for Government equipment or property?

No Rating ___ Excellent ___ Good ___ Acceptable ___ Marginal ___ Unacceptable ___

Explanation, Comments:

6. Milestones and Schedule: Was the contractor able to complete milestones and deliver deliverables on schedule?

No Rating ___ Excellent ___ Good ___ Acceptable ___ Marginal ___ Unacceptable ___

Explanation, Comments:

**Department of Homeland Security Solicitation HSHQDC-13-R-00012
Past Performance Questionnaire**

7. Technical Competency: How technically competent was the contractor in the contract's particular subject matter?

No Rating ___ **Excellent** ___ **Good** ___ **Acceptable** ___ **Marginal** ___ **Unacceptable** ___

Explanation, Comments:

8. Subcontractors: If the contractor had subcontractor(s) or teaming partners, how effective was the contractor in coordinating efforts with them? Was the business arrangement beneficial?

No Rating ___ **Excellent** ___ **Good** ___ **Acceptable** ___ **Marginal** ___ **Unacceptable** ___

Explanation, Comments:

9. Cost: If the contract was cost-reimbursement type, how effective was the contractor in meeting estimated cost targets? Were there any cost overruns?

No Rating ___ **Excellent** ___ **Good** ___ **Acceptable** ___ **Marginal** ___ **Unacceptable** ___

Explanation, Comments:

10. Was the contractor ever given a cure notice, a show cause notice, a suspension of progress payments, or any sort of letter raising a performance problem?

Yes ___ **No** ___

Explanation, Comments:

**Department of Homeland Security Solicitation HSHQDC-13-R-00012
Past Performance Questionnaire**

11. Based on the contractor's overall performance, knowing what you know now, would you award the contractor the requirement again?

Yes ___ **No** ___ **Undecided** ___

Explanation, Comments:
