

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 11/17/2022	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY SCI&TECH ACQ DIV(70RSAT) U.S. Dept. of Homeland Security Office of Procurement Operations Science and Technology Acquisition Division 245 Murray Lane SW, Mailstop 0115 Washington DC 20528	CODE 70RSAT	7. ADMINISTERED BY (If other than Item 6) U.S. Dept of Homeland Security S&T PIADC 40550 Rt. 25 Orient Point NY 11957	CODE PIADC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. 70RSAT23R00000004	
		x 9B. DATED (SEE ITEM 11) 11/17/2022	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DESCRIPTION:

The purposes of this amendment 0001 to solicitation 70RSAT23R00000004 are to:

- Update the solicitation, specifically Section L, by deleting, in its entirety, Sections A (the SF33) through M and replacing it with the attached updated Sections A through M with changes indicated using the Microsoft Word Track Changes feature. The page numbering for the updated Sections A through M remains consistent with the base solicitation; and
- Provide prospective offerors with the Government's response to questions submitted in response to this solicitation as detailed in the attached updated table included as Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joseph P. Pianese TEL: 202-440-3769 EMAIL: joseph.pianese@hq.dhs.gov
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Attachment G. Within this table, DHS Responses in red text indicate changes were made, specifically in Section L.</p> <p>As a follow up to Block 11, please countersign this Standard Form 30 (SF30) and include it as part of your proposal in Volume V.</p> <p>Please note that this amendment does not extend the due date and time for proposals. All other attachments in the base solicitation still apply.</p>				

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   96	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 70RSAT23R00000004	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 11/17/2022	6. REQUISITION/PURCHASE NUMBER RSLF-23-00005
7. ISSUED BY CODE 70RSAT SCI&TECH ACQ DIV(70RSAT) U.S. Dept. of Homeland Security Office of Procurement Operations Science and Technology Acquisition Division 245 Murray Lane SW, Mailstop 0115 Washington DC 20528		8. ADDRESS OFFER TO (If other than Item 7)			

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in \_\_\_\_\_ until 1330 ES local time 12/19/2022  
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. FOR INFORMATION CALL:</b>	A. NAME Robert Marosz	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Robert.Marosz@hq.dhs.gov
		AREA CODE 203	NUMBER 577-7300	EXT.	

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1-12	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	45-54
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	13	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	14	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	55
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	15-16	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	17-18	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	56-74
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	19-22	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	75-89
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	23	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	90-96
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	24-44				

**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
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15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

**AWARD (To be completed by government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Joseph P. Pianese		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DESCRIPTION:</p> <p>The United States Department of Homeland Security (DHS) Office of Procurement Operations (OPO), on behalf of the DHS Directorate of Science and Technology (S&amp;T) Office of National Laboratories (ONL) Plum Island Animal Disease Center (PIADC) Plum Island Closure and Support (PICS) Program, is issuing this Request for Proposals (RFP) for the Scientific, Technical and Engineering Support (STENS) for Plum Island Animal Disease Center Decontamination and Closure Project. The anticipated effort consists of a 12-month base year with a potential of nine (9) 12-month option years, for a total of 10 years. The contract type of this anticipated award will be Cost-Plus-Fixed-Fee (CPFF).</p> <p>In accordance with the Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR), the details of this solicitation are provided in Sections A through M of the Uniform Contract Format (UCF) and Contract Line Item Numbers (CLINs) included herein.</p> <p>This is a best value procurement conducted under FAR 15.3.</p> <p>This solicitation corresponds to a previously issued Request for Information (RFI) numbered 70RSAT22RFI000003 that was posted on the System for Award Management (SAM) at <a href="http://www.sam.gov">www.sam.gov</a> on 12/10/2021; a Site Visit that was hosted at PIADC on 06/29/2022; and draft RFP numbered 70RSAT22R00000022 that was posted on SAM on 09/30/2022.</p> <p>.</p> <p>Delivery Location Code: PIADC U.S. Dept of Homeland Security S&amp;T PIADC 40550 Rt. 25 Orient Point NY 11957</p> <p>Period of Performance: 03/01/2023 to 02/29/2024</p> <p>Base Year Task 1: Routine Operation of the Mobile Decontamination Laboratory on a CPFF basis. All work shall be performed In Accordance With (IAW) the Statement of Work (SOW) and Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/29/2024				
0002	Base Year Task 2: Matrixed Support of Subject Matter Experts with Experience in Biological Decontamination at Facility-Scale on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/29/2024				
0003	Base Year Task 3: Design and Execute Applied Scientific Activities to Enable Biocontainment Facility Decontamination on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/29/2024				
0004	Base Year Task 4: Facility Modification Planning, Engineering, and Implementation on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/29/2024				
0005	Base Year Task 5: Subcontract and Manage an Independent Third-Party Laboratory for Biological and Chemical Indicator Verification and Decontamination Sample Analysis on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/29/2024 Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	<p>Option Year 1 Task 1: Routine Operation of the Mobile Decontamination Laboratory on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/28/2025 Period of Performance: 03/01/2024 to 02/28/2025</p>				
1002	<p>Option Year 1 Task 2: Matrixed Support of Subject Matter Experts with Experience in Biological Decontamination at Facility-Scale on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/28/2025 Period of Performance: 03/01/2024 to 02/28/2025</p>				
1003	<p>Option Year 1 Task 3: Design and Execute Applied Scientific Activities to Enable Biocontainment Facility Decontamination on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/28/2025 Period of Performance: 03/01/2024 to 02/28/2025</p>				
1004	<p>Option Year 1 Task 4: Facility Modification Planning, Engineering, and Implementation on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/28/2025 Period of Performance: 03/01/2024 to 02/28/2025</p>				
1005	<p>Option Year 1 Task 5: Subcontract and Manage an Independent Third-Party Laboratory for Biological Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>and Chemical Indicator Verification and Decontamination Sample Analysis on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/28/2025 Period of Performance: 03/01/2024 to 02/28/2025</p>				
2001	<p>Option Year 2 Task 1: Routine Operation of the Mobile Decontamination Laboratory on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/28/2026 Period of Performance: 03/01/2025 to 02/28/2026</p>				
2002	<p>Option Year 2 Task 2: Matrixed Support of Subject Matter Experts with Experience in Biological Decontamination at Facility-Scale on CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/28/2026 Period of Performance: 03/01/2025 to 02/28/2026</p>				
2004	<p>Option Year 2 Task 4: Facility Modification Planning, Engineering, and Implementation on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/28/2026 Period of Performance: 03/01/2025 to 02/28/2026</p>				
2005	<p>Option Year 2 Task 5: Subcontract and Manage an Independent Third-Party Laboratory for Biological and Chemical Indicator Verification and Decontamination Sample Analysis on a CPFF basis. Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3001	<p>All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/28/2026 Period of Performance: 03/01/2025 to 02/28/2026</p>				
3002	<p>Option Year 3 Task 1: Routine Operation of the Mobile Decontamination Laboratory on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/28/2027 Period of Performance: 03/01/2026 to 02/28/2027</p>				
3004	<p>Option Year 3 Task 2: Matrixed Support of Subject Matter Experts with Experience in Biological Decontamination at Facility-Scale on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/28/2027 Period of Performance: 03/01/2026 to 02/28/2027</p>				
3005	<p>Option Year 3 Task 4: Facility Modification Planning, Engineering, and Implementation on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/28/2027 Period of Performance: 03/01/2026 to 02/28/2027</p>				
3005	<p>Option Year 3 Task 5: Subcontract and Manage an Independent Third-Party Laboratory for Biological and Chemical Indicator Verification and Decontamination Sample Analysis on a CPFF basis. All work shall be performed IAW the SOW and Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/28/2027 Period of Performance: 03/01/2026 to 02/28/2027</p>				
4001	<p>Option Year 4 Task 1: Routine Operation of the Mobile Decontamination Laboratory on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/29/2028 Period of Performance: 03/01/2027 to 02/29/2028</p>				
4002	<p>Option Year 4 Task 2: Matrixed Support of Subject Matter Experts with Experience in Biological Decontamination at Facility-Scale on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/29/2028 Period of Performance: 03/01/2027 to 02/29/2028</p>				
4004	<p>Option Year 4 Task 4: Facility Modification Planning, Engineering, and Implementation on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/29/2028 Period of Performance: 03/01/2027 to 02/29/2028</p>				
4005	<p>Option Year 4 Task 5: Subcontract and Manage an Independent Third-Party Laboratory for Biological and Chemical Indicator Verification and Decontamination Sample Analysis on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Continued ...</p>				

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	Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/29/2028 Period of Performance: 03/01/2027 to 02/29/2028				
5001	Option Year 5 Task 1: Routine Operation of the Mobile Decontamination Laboratory on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/28/2029 Period of Performance: 03/01/2028 to 02/28/2029				
5002	Option Year 5 Task 2: Matrixed Support of Subject Matter Experts with Experience in Biological Decontamination at Facility-Scale on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/28/2029 Period of Performance: 03/01/2028 to 02/28/2029				
5004	Option Year 5 Task 4: Facility Modification Planning, Engineering, and Implementation on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/28/2029 Period of Performance: 03/01/2028 to 02/28/2029				
5005	Option Year 5 Task 5: Subcontract and Manage an Independent Third-Party Laboratory for Biological and Chemical Indicator Verification and Decontamination Sample Analysis on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
6001	Delivery: 02/28/2029 Period of Performance: 03/01/2028 to 02/28/2029  Option Year 6 Task 1: Routine Operation of the Mobile Decontamination Laboratory on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/28/2030 Period of Performance: 03/01/2029 to 02/28/2030				
6002	Option Year 6 Task 2: Matrixed Support of Subject Matter Experts with Experience in Biological Decontamination at Facility-Scale on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/28/2030 Period of Performance: 03/01/2029 to 02/28/2030				
6004	Option Year 6 Task 4: Facility Modification Planning, Engineering, and Implementation on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/28/2030 Period of Performance: 03/01/2029 to 02/28/2030				
6005	Option Year 6 Task 5: Subcontract and Manage an Independent Third-Party Laboratory for Biological and Chemical Indicator Verification and Decontamination Sample Analysis on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/28/2030 Continued ...				

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	Period of Performance: 03/01/2029 to 02/28/2030				
7001	Option Year 7 Task 1: Routine Operation of the Mobile Decontamination Laboratory on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/28/2031 Period of Performance: 03/01/2030 to 02/28/2031				
7002	Option Year 7 Task 2: Matrixed Support of Subject Matter Experts with Experience in Biological Decontamination at Facility-Scale on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/28/2031 Period of Performance: 03/01/2030 to 02/28/2031				
7004	Option Year 7 Task 4: Facility Modification Planning, Engineering, and Implementation on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/28/2031 Period of Performance: 03/01/2030 to 02/28/2031				
7005	Option Year 7 Task 5: Subcontract and Manage an Independent Third-Party Laboratory for Biological and Chemical Indicator Verification and Decontamination Sample Analysis on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL  Delivery: 02/28/2031 Period of Performance: 03/01/2030 to 02/28/2031				
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
8001	<p>Option Year 8 Task 1: Routine Operation of the Mobile Decontamination Laboratory on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/29/2032 Period of Performance: 03/01/2031 to 02/29/2032</p>				
8002	<p>Option Year 8 Task 2: Matrixed Support of Subject Matter Experts with Experience in Biological Decontamination at Facility-Scale on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/29/2032 Period of Performance: 03/01/2031 to 02/29/2032</p>				
8004	<p>Option Year 8 Task 4: Facility Modification Planning, Engineering, and Implementation on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/29/2032 Period of Performance: 03/01/2031 to 02/29/2032</p>				
8005	<p>Option Year 8 Task 5: Subcontract and Manage an Independent Third-Party Laboratory for Biological and Chemical Indicator Verification and Decontamination Sample Analysis on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/29/2032 Period of Performance: 03/01/2031 to 02/29/2032</p>				
9001	<p>Option Year 9 Task 1: Routine Operation of the Mobile Decontamination Laboratory on a CPFF basis. Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70RSAT23R00000004

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9002	<p>All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/28/2033 Period of Performance: 03/01/2032 to 02/28/2033</p>				
9005	<p>Option Year 9 Task 2: Matrixed Support of Subject Matter Experts with Experience in Biological Decontamination at Facility-Scale on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/28/2033 Period of Performance: 03/01/2032 to 02/28/2033</p> <p>Option Year 9 Task 5: Subcontract and Manage an Independent Third-Party Laboratory for Biological and Chemical Indicator Verification and Decontamination Sample Analysis on a CPFF basis. All work shall be performed IAW the SOW and Contractor's Technical and Management Proposals. Product/Service Code: B504 Product/Service Description: SPECIAL STUDIES/ANALYSIS- CHEMICAL/BIOLOGICAL</p> <p>Delivery: 02/28/2033 Period of Performance: 03/01/2032 to 02/28/2033</p>				

## **SECTION B – SUPPLIES OR SERVICE AND PRICES / COSTS**

### **B.1.0 CONTRACT TYPE**

The this is a Cost-Plus-Fixed-Fee (CPFF) type contract for support services under North American Industry Classification System (NAICS) code 541620 for Environmental Consulting Services.

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services and items below in accordance with Section C, Statement of Work (SOW).

### **B.2.0 TRAVEL COSTS**

All travel will be reimbursed at cost in accordance with the United States General Services Administration (GSA) Federal Travel Regulations (FTR). The Contractor shall seek written Government approval (Contracting Officer (CO) or Contracting Officer Representative (COR)) at least two weeks in advance, prior to incurring any costs associated with non-local travel.

Local travel will not be reimbursed within a 50-mile radius of the worksite. For purposes of local travel only, the worksite shall be considered Plum Island, NY.

The Contractor shall use the federal lodging and per diem allowances in accordance with Federal Acquisition Regulation (FAR) subpart 31.205-46 and the applicable FTR governing the travel performed directly referable to this contract. The Government will not reimburse transportation costs in excess of coach class commercially scheduled air or ground transportation by the most expeditious route.

Travel reimbursement request must be submitted (in writing) in sufficient time for the CO or COR to give prior approval and must identify (i) the name of the traveler, (ii) destination (s) including itinerary, (iii) purpose of the travel, and (iv) cost breakdown.

To be reimbursed, invoices, including travel expenses must include a detailed breakdown of the actual expenditures invoiced. Information regarding FTR can be found at:

<https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation>.

### **B.3.0 COSTS AND PRICING**

Costs and specific pricing are outlined in the CLINs above in Section A.

**(End of Section B)**

## **SECTION C – DESCRIPTION / SPECIFICATIONS**

See Attachment B - STENS Statement of Work (SOW) in Section J, List of Attachments, for the complete SOW.

**(End of Section C)**

## **SECTION D – PACKAGING AND MARKING**

### **D.1.0 MARKING AND DELIVERY**

All information submitted to the Government, whether submitted electronically, through the postal system, or in person, shall clearly indicate the Project Title, Contract Number, and the names of the Contracting Officer (CO), Contract Specialist (CS) and Contracting Officer's Representative (COR).

### **D.2.0 PAYMENT OF POSTAGE AND FEES**

All postage and fees related to submitting information including forms, reports, submittals, etc. to the CO, CS, and/or the COR shall be paid by the Contractor.

### **D.3.0 PRESERVATION, PACKAGING, AND PACKING**

All materials shipped or mailed under this contract shall be afforded the degree of preservation, packaging, and packing required to prevent deterioration and damage due to the hazards to which they may be subjected during shipment, handling, and storage. All preservation, packaging, and packing for shipment or mailing shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s). Materials and equipment shall be packaged in accordance with the Contractor's standard commercial practice to the degree required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Packages shall be adequately marked to ensure delivery to proper destinations without delay and furnish notice of the existence of a warranty. A packing list will accompany each shipment.

### **D.4.0 DELIVERABLES MARKING**

At a minimum, each shipping container shall be plainly and indelibly marked to show the following:

- (a) Consignee
- (b) Contract number
- (c) A brief description of the items
- (d) Quantity
- (e) Contractor's name
- (f) Any other markings that may be given to the Contractor prior to delivery.

#### **D.4.1 MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)**

- (i) Marking shall be in accordance with American Society for Testing and Materials (ASTM)-D-3951-15 (most current edition) and with the information set forth in paragraph (ii) below. Unless specified elsewhere in this contract/order, bar coding is not required.
- (ii) All unit and exterior containers/packs shall, as a minimum, be marked as follows:

1. National stock number (NSN), when available, or Federal stock number (FSN), when NSN is not available, or part number when neither NSN or FSN are available.
2. Noun nomenclature cited on contract or order.
3. Quantity and unit of issue.
4. Contract, or order number.
5. From: \_\_\_\_\_  
(Contractor's Name)
- \_\_\_\_\_
- (Address)
6. To: (See performance/delivery address in Section F)

(iii) Markings may be applied by any means which provide legibility.

(iv) Additional markings required are stated below.  
NONE

#### **D.4.2 PREPARATION FOR DELIVERY (COMMERCIALY PACKAGED ITEMS)**

- (a) Preservation, packaging, and packing shall be in accordance with ASTM-D-3951-15 (most current edition), "Standard for Commercial Packing." The unit pack quantity that applies to items under this contract is "Industry Standard."
- (b) Prohibited Packing Materials. The use of asbestos, excelsior, loose fill polystyrene, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited.
- (c) Non-Manufactured Wood Packing. All non-manufactured wood utilized in wood pallets and wood containers shall be heat treated to a minimum core temperature of 56 degrees centigrade for 30 minutes and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC). Non-coniferous (hardwood) and manufactured wood, such as particleboard and plywood, are exempt from this requirement.

**(End of Section D)**

## SECTION E – INSPECTION AND ACCEPTANCE

### E.1.0 INSPECTION OF SERVICES FAR CLAUSES

#### E.1.1 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 this address:

<https://www.acquisition.gov>

The following FAR provisions and clauses are incorporated by reference into this contract:

Clause	Title and Date
52.246-5	Inspection of Services Cost-Reimbursement. (Apr 1984)
52.246-25	Limitation of Liability – Services. (Feb 1997)

Inspection and acceptance of all work and services performed under this contract will be in accordance with the FAR clauses incorporated herein.

(End of clause)

### E.2.0 INSPECTION AND ACCEPTANCE CRITERIA

In accordance with (IAW) FAR 52.246-5, *Inspection of Services-Cost-Reimbursement*, the Contracting Officer (CO), Contract Specialist (CS), and Contracting Officer Representative (COR) will review draft and final deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance within the guidelines/requirements of the contract and will inform the Contractor of its acceptability. The Contractor shall ensure the accuracy and completeness of all deliverables in accordance with referenced policy, regulations, laws, and directives. Reports and presentations shall be concise and clearly written. Errors, misleading or unclear statements, incomplete or irrelevant information, and/or excessive rhetoric, repetition, and "padding", or excessive length if a page limit is imposed, shall be considered deficiencies and will be subject to correction by the Contractor at no additional cost to the Government. Unless otherwise indicated, the Government will require 10 workdays to review and comment on deliverables. If the deliverable does not meet the noted criteria, the Government will reject it.

A rejected deliverable will be handled in the following manner: after notification that the deliverable did not meet the acceptance criteria the Contractor shall resubmit updated/corrected version 10 workdays after receipt of Government comments.

Upon the Contractor's re-submission, the Government will reapply the same acceptance criteria.

### **E.3.0 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT**

In accordance with FAR 52.246-11, Higher Level Contract Quality Requirement (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

- ISO 9001:2015; Quality Management Systems – Requirements;
- ISO 19011:2018; Guidelines for Auditing Management Systems;
- ISO 14001:2015; Environmental Management Systems – Requirements with guidance for use;
- ISO 35001:2019; Biorisk Management for Laboratories and other Organizations
- ISO 45001:2018; Occupational Health and Safety Management Systems – Requirements with guidance for use; and
- ANSI/ASSP Z9.11-2016 Laboratory Decommissioning

Elements of additional high-level quality standards, determined as appropriate by the Contractor, should also be incorporated into the quality management approach. For example, this may include aspects of domains such as laboratory operations (e.g., ANSI/AIHA/ASSE Z9.5-2022 Laboratory Ventilation, *Biosafety in Microbiological and Biomedical Laboratories (BMBL 6th Edition)*), building modification standards (e.g., International Building Code 2021, National Electric Code 2020), etc.

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in -

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

- (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
- (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

**(End of Section E)**

## SECTION F – DELIVERABLES OR PERFORMANCE

### F.1.0 DELIVERABLES OR PERFORMANCE FAR CLAUSES

#### F.1.1 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 this address:

<https://www.acquisition.gov/far>

The following FAR provisions and clauses are incorporated by reference into this contract:

Clause	Title and Date
52.242-15	Stop Work Order (Aug 1989)
52.242-15 Alt I	Stop-Work Order - Alternate I (Apr 1984)
52.247-34	F.O.B. Destination (Nov 1991)

Deliverables or performance of all work and services performed under this contract will be in accordance with the FAR clauses incorporated herein.

(End of clause)

### F.2.0 PERIOD OF PERFORMANCE

The anticipated 10 (ten) year period of performance, including all options, if exercised, is listed below:

Period	Duration
Base Year	03/01/2023 to 02/29/2024
Option Year 1	03/01/2024 to 02/28/2025
Option Year 2	03/01/2025 to 02/28/2026
Option Year 3	03/01/2026 to 02/28/2027
Option Year 4	03/01/2027 to 02/29/2028
Option Year 5	03/01/2028 to 02/28/2029
Option Year 6	03/01/2029 to 02/28/2030
Option Year 7	03/01/2030 to 02/28/2031
Option Year 8	03/01/2031 to 02/29/2032
Option Year 9	03/01/2032 to 02/28/2033

### **F.3.0 PLACE OF PERFORMANCE**

The primary place of performance shall be the Plum Island, New York, with the mailing address:

DHS PIADC  
40550 Route 25  
Orient Point, NY 11957

Some work, however, may be also required at Orient Point, New York.

### **F.4.0 HOURS OF OPERATION**

Work on Plum Island shall generally be performed between the hours of 6:00 am and 4:30 pm Eastern Time, Monday through Friday (except Federal Holidays).

### **F.5.0 DELIVERABLES**

Deliverables shall be in accordance with requirements described in the SOW.

### **F.6.0 GOVERNMENT FURNISHED PROPERTY (GFP) / GOVERNMENT FURNISHED INFORMATION (GFI)**

The Government will provide Government-Furnished Property (GFP) if required in support of the Science, Technology and Engineering Support (STENS) program delivery, the Contractor requests, and with the COR's concurrence.

1. Pursuant to the clause of this contract Government Property, FAR 52.245-1, the Contractor shall be accountable to DHS for personal property (1) provided by DHS as Government Furnished Equipment (GFP); or (2) that is Contractor Acquired Property (CAP) acquired with DHS funds where (a) the CAP has an acquisition cost of \$5,000 or more or (b) where the CAP is sensitive assets of any value, defined as laptops, cameras, Ironkeys, and any other property that may have retainable storage memory.
2. The Contractor shall provide a listing of all GFP or CAP to the DHS Contracting Officer annually on the anniversary date of this Contract.
3. Ninety (90) days prior to the completion of work and acceptance of all deliverables under this Contract, the Contractor shall provide the DHS Contracting Officer the final and complete listing of all GFP and CAP charged to this Contract with an acquisition cost of \$5,000 or more or sensitive assets.
4. The DHS Contracting Officer will provide Contractor with instructions for disposition of all GFP and CAP and provide any additional funds to enable that disposition, as necessary.

The Program Office will provide disposition instructions on all property furnished and/or purchased under this contract.

GFI (software, manuals, drawings, test data, etc.) will be provided by the Government if required in support of the STENS program delivery, the Contractor requests, and with the COR's concurrence. The list shall include description (title, data, and author), quantities and license numbers. Upon completion of this contract, the Contractor shall submit, to the Program Office, a complete inventory and all GFI remaining in their possession under the contract. The Program Office will provide disposition instructions on all property furnished or purchased under this contract.

#### **F.6.1 PROPERTY ACCOUNTABILITY**

- When Contractors are furnished with GFP, DHS barcodes will not be removed. In all GFP cases, the Government retains title to the property;
- It is the Contractor's responsibility to use contract property as it was authorized, and for the purpose intended. In the event the Contractor uses contract property for other purposes without written authorization from the CO and COR, the Contractor may be liable for rental, without credit, of such items for each month or part of a month in which such unauthorized use occurs;
- Contractor is directly responsible and accountable for all contract property in its possession in accordance with the requirements of the particular contract; this also includes any contract property in the possession or control of a subcontractor;
- Physical inventory: In addition to requirements provided under the contract's government property clause;
  - The Contractor shall, at a minimum annually, perform, record, and disclose physical inventory results of GFP to the CO and COR;
  - Annual inventory results will be completed, certified and submitted by close of business on or before the last day of the calendar year (December 31<sup>st</sup>) of each year to the CO and COR;
  - The Contractor shall, upon request, perform, record, and disclose physical inventory results of GFP to the CO and COR; and
  - As requested, inventory results will be completed, certified and submitted, in the timeframe defined at the time of request, to the CO and COR.

#### **F.6.2 PROPERTY DISPOSAL**

- All documentation and goods are the property of the United States Government and, if applicable, the Contractor shall return or destroy appropriately upon request. The Contractor shall comply with applicable Government rules and regulations for disposal of Government property. Further, the Contractor shall provide necessary information to the CO and COR for all excess property prior to taking any action. Excess personal property means "any personal property under the control of a federal agency that the agency head determines is not required for its needs or for the discharge of its responsibilities;"
- Lost, Stolen, Damaged or Destroyed (LDD) property: unless otherwise provided in the contract, the Contractor is liable for LDD of contract property, except for reasonable wear and tear in accordance with the contract's government property clause. Any occurrence of LDD must be investigated and fully documented by the COR, who will promptly notify the

CO. The Contractor will submit a report of any incident of LDD contract property to the COR in accordance with the contract's government property clause and as detailed below, as soon as it becomes known;

- When GFP is LDD, the Contractor must report within 24 hours of discovery of the event to the COR who will initiate a Report of Survey;
- A Report of Survey will be prepared, regardless of whether or not preliminary research of a LDD event indicates positive evidence of negligence, misconduct, or unauthorized use and the responsible individual refuses to admit pecuniary liability;
- The Contractor must forward this document with all supporting documentation to the COR within 5 business days of the LDD event for review;
- The COR must submit the completed package within five (5) business days of receipt from the Contractor; and
- Contractor and COR must supply all requested information and any subsequent requests for information.

**(End of Section F)**

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1.0 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The Contracting Officer has designated the COR to assist in monitoring the work under this contract. The COR is responsible for the administration of the contract and technical liaison with the Contractor. The COR IS NOT authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract cost/price, delivery schedule, period of performance or other terms or conditions.

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

NOTE: When, in the opinion of the Contractor, the COR or PM requests effort outside the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such direction until the Contracting Officer has issued a modification to the contract; or until the issue has otherwise been resolved.

Contract Officer (CO): Joseph P. Pianese, [Joseph.Pianese@hq.dhs.gov](mailto:Joseph.Pianese@hq.dhs.gov)

Contract Specialist (CS): Robert Marosz; [Robert.Marosz@hq.dhs.gov](mailto:Robert.Marosz@hq.dhs.gov)

Contracting Officer’s Representative (COR): **TBD**.

### G.2.0 CONTRACTING OFFICER’S (CO) AUTHORITY

A warranted Contracting Officer is the only person authorized to issue modifications to the contract, approve changes in any of the requirements, or obligate funds. Notwithstanding any clause/provision contained elsewhere in this contract, the authority to modify the contract remains solely with the Contracting Officer. If the Contractor makes any contract changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract to cover any increases in charges that may result. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing the contract in accordance with its terms and conditions.

### G.3.0 SUBMISSION OF INVOICES

The payment address for DHS S&T payments is as follows:

Invoices should be e-mailed to: [InvoiceSAT.Consolidation@ice.dhs.gov](mailto:InvoiceSAT.Consolidation@ice.dhs.gov); with copy to the COR at **TBD** and CS at [Robert.Marosz@hq.dhs.gov](mailto:Robert.Marosz@hq.dhs.gov). A submitted invoice shall include all content as required within FAR 32.905, *Payment Documentation and Process*.

**(End of Section G)**

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1.0 SPECIAL CONTRACTS REQUIREMENTS FAR CLAUSES**

### **H.2.0 SECURITY REQUIREMENTS**

All work under this SOW is unclassified.

Should that clearance dynamic change, the successful offeror and eventual contractor would be required to have or quickly obtain the appropriate, requisite clearances. All contractor and subcontractor employees working on this contract shall be subject to certain sections of the Public Health Security and Bioterrorism Preparedness Response Act of 2002. Any contractor or subcontractor employee who is required to enter the PIADC biocontainment areas or requires access to information relating the PIADC Select Agent Program must register with and be accepted by the Select Agent and Toxin Program through a Security Risk Assessment (SRA) administered and granted by the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) and the United States Federal Bureau of Investigation (FBI) Criminal Justice Information Services Division (CJIS). Any contractor or subcontractor employee who is required to have recurring access to Government facilities or access to Sensitive But Unclassified (SBU) 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 prescreening the person/candidate prior to submitting their name for consideration to work on the contract. The successful offeror and eventual contractor shall be required to flow these security requirements down to their subcontractors.

#### **H.2.1 GENERAL**

##### **Security Instructions**

The procedures outlined below shall be followed for the DHS Security Office to process background investigations and suitability determinations, as required, in a timely and efficient manner.

Carefully read the security clauses in the contract. Compliance with the security clauses in the contract is not optional.

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted.

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary

security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization shall follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS' facilities shall not be subject to security suitability screening.

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

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

When sensitive Government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

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

Your Point of Contact (POC) at the Security Office is: **TBD**

All services provided will be in accordance with DHS Management Directive 4300.1 as implemented by DHS 4300A and/or 4300B Policies and Handbooks.

Access to DHS IT Systems is governed by DHS 4300A Sensitive Systems Policy, and DHS 4300B, DHS National Security System Handbook.

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

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

### **H.2.2 BACKGROUND INVESTIGATIONS**

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual shall perform on the contract. All of the Contractors' employees will be required to pass DHS suitability requirements. PIV cards will be required for all Contractor staff who are required to access DHS network or facility and satisfy all suitability and security requirements. The Program Office will provide the Contractors with the proper security paperwork for obtaining the PIV cards and will ensure that all PIV cards are returned at the end of the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted.

All background investigations shall be processed through the DHS Security Office. Prospective Contractor employees shall submit the following completed forms to the DHS Security Office through the COR for identified Key Personnel no more than 10 days after contract award and no later than 30 days prior to entry on duty of any other employees, whether a replacement, addition, subcontractor employee, or vendor:

- Standard Form 85P, "Questionnaire for Public Trust Positions;"
- FD Form 258, "Fingerprint Card" (2 copies);
- Conditional Access to Sensitive But Unclassified Information;
- DHS Form 11000-6 Non-Disclosure Agreement; and
- DHS Form 11000-9 Disclosure and Authorization Pertaining to Consumer Reports.

### **H.2.3 BACKGROUND INVESTIGATION SUBMISSION REQUIREMENTS**

Required forms shall be provided by DHS at the time of award of the contract. Only complete packages shall be accepted by the Security Office. Specific instructions on submission of packages shall be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The security requirements for this contract include:

- Personnel security;
- Information technology security; and
- Facility security.

Standard U.S. Government security clauses will apply.

#### **H.2.4 EMPLOYEE IDENTIFICATION**

Contractor employees visiting Government facilities shall wear an identification badge that, at a minimum, displays the Contractor name, the employee's photo, name, clearance-level and badge expiration date. 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.

Contractor employees working on-site at Government facilities shall wear a Government issued identification badge. All Contractor employees shall identify themselves as a Contractor when their status is not readily apparent (in meetings, when answering Government telephones, in e-mail messages, etc.) and display the Government issued badge in plain view above the waist at all times.

#### **H.2.5 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL**

a. Compliance with Security Regulations.

(1) The Contractor shall comply with the security regulations in force at all Government Sites. Company-granted clearances are not valid for access to restricted areas or information. If access to these areas or information is involved, Contractor personnel must possess a government-granted clearance based on formal investigative actions. Contractor personnel may be required to fill out a form regarding involvement with alcohol or dangerous drugs, police records, relatives living abroad, and personal foreign travel as a condition for receiving a clearance.

(2) If applicable, special security provisions for access to classified information are set forth in the attached DD Form 254, Contract Security Classification Specifications.

(3) For unclassified visits, the visit request shall include the following information on each person visiting the Government Site. The request shall be on company letterhead stationery with company address/telephone number and provide the following information:

Name \_\_\_\_\_  
Job Title/Position \_\_\_\_\_  
Government Security Clearance, if any \_\_\_\_\_  
SSN \_\_\_\_\_  
Date/Place of Birth \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Current Residence Address \_\_\_\_\_  
Length of Visit (if known) \_\_\_\_\_

(4) It is the Contractor's responsibility to collect and account for all personnel identification passes/badges and vehicle passes issued to his employees when no longer needed. The Contractor must return all passes/badges to the facility security office within three (3) days of the separation of an individual from employment on this contract.

(5) It is the Contractor's responsibility to assure that his employees are aware of, and comply with, the security requirements of the facility or ship as set forth in the contract and as explained at the pre-award or post-award conference, if applicable. Noncompliance by an individual can result in denial of access to the facility or ship.

(6) It is the Contractor's responsibility to provide the Contracting Officer's Representative (COR) appointed to this contract with a listing of persons employed on the contract indicating that they have been briefed on the facility security requirements within 14 days after award of the contract. The list is in addition to that shown in paragraphs above. The list shall also include a description of all company vehicles, including road equipment and office supply trailers, to be employed on the facility, along with license numbers, if applicable. The Contractor shall promptly revise the list of any changes, and provide a copy of the updated list to the COR.

### **H.3.0 HOMELAND SECURITY ACQUISITION REGULATION (HSAR) PRIVACY PROVISIONS**

#### **H.3.1 HSAR CLASS DEVIATION 15-01 – ATTACHMENT 01: SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)**

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

(b) Definitions. As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a

case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

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

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

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

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

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

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

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

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

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

Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

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

- (1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.
- (2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.
- (3) All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.
- (4) The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

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

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

2012), or any successor publication, and the Security Authorization Process Guide including templates.

- Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.
- Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.
- Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

Renewal of ATO. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods:

- (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or
- (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.
- (3) Security Review. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.
- (4) Continuous Monitoring. All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with FIPS 140-2 Security Requirements for Cryptographic Modules and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.
- (5) Revocation of ATO. In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.
- (6) Federal Reporting Requirements. Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with

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

(f) Sensitive Information Incident Reporting Requirements.

- (1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and Reporting requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and the United States Computer Emergency Readiness Team (US-CERT) using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.
- (2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in 4300A Sensitive Systems Handbook Incident Response and Reporting, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:
  - (i) Data Universal Numbering System (DUNS);
  - (ii) Contract numbers affected unless all contracts by the company are affected;
  - (iii) Facility CAGE code if the location of the event is different than the prime Contractor location;
  - (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
  - (v) Contracting Officer POC (address, telephone, email);
  - (vi) Contract clearance level;
  - (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
  - (viii) Government programs, platforms or systems involved;
  - (ix) Location(s) of incident;
  - (x) Date and time the incident was discovered;

- (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;
- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

(g) Sensitive Information Incident Response Requirements.

- (1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.
- (2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
- (3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:
  - (i) Inspections,
  - (ii) Investigations,
  - (iii) Forensic reviews, and
  - (iv) Data analyses and processing.
- (4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(h) Additional PII and/or SPII Notification Requirements.

- (1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the DHS Privacy Incident Handling Guidance. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.
- (2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.

(i) Credit Monitoring Requirements. In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

- (1) Provide notification to affected individuals as described above; and/or
- (2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;
- (ii) Daily customer service;
- (iii) Alerts provided to the individual for changes and fraud; and
- (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

- (3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(j) Certification of Sanitization of Government and Government-Activity-Related Files and Information. As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in NIST Special Publication 800-88 Guidelines for Media Sanitization.

(End of clause)

### **H.3.2 HSAR CLASS DEVIATION 15-01 – ATTACHMENT 02: INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)**

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

(b) Security Training Requirements.

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-Contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer’s Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-Contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) Privacy Training Requirements. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take

Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-Contractors>.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

#### **H.4.0 PRIVACY COMPLIANCE REQUIREMENTS**

The S&T Privacy Office approves project(s) or activity(ies) described in the SOW with the express understanding that, after funding is awarded but before a project or activity commences, a Privacy Threshold Analysis (PTA) at minimum must be completed and adjudicated by the DHS Privacy Office. Further privacy compliance documentation, such as a Privacy Impact Assessment (PIA), System of Record Notice (SORN), and/or updated PTA, as determined by adjudication of the PTA, must be completed before the project or activity shares, receives, collects, accesses, stores, uses, or maintains any data. The project or activity will not be considered to be in compliance until all necessary privacy compliance documentation has been completed.

#### **H.5.0 ADVERTISEMENTS, PUBLICIZING AWARDS AND NEWS RELEASES**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity/ news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer. This restriction does not apply to marketing materials developed for presentation to potential Government customers of this contract.

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.6.0 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE**

The Department of Homeland Security observes the following days as holidays:

- New Year's Day;

- Martin Luther King’s Birthday;
- Washington’s Birthday;
- Memorial Day;
- Juneteenth;
- Independence Day;
- Labor Day;
- Columbus Day;
- Veterans Day
- Thanksgiving Day;
- Christmas Day; and
- Any other designated by Federal Law, Executive Order, or Presidential Proclamation.

When any holiday specified above falls on a Saturday, the preceding Friday shall be observed. When any such holiday falls on a Sunday, the following Monday shall be observed. Observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor’s personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

DHS may close a DHS facility for all or a portion of business day as a result of granting administrative leave to non-essential DHS employees (e.g., unanticipated holiday); inclement weather; failure of Congress to appropriate operational funds; or any another reason. In such cases, Contractor personnel not classified as essential, i.e., not performing critical round-the-clock services or tasks, who are not already on duty at the facility, shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

If the Government facility is closed, the Contractor shall not report to the on-site facility. However, work may be conducted at the Contractor’s off-site facility if advance written approval is obtained from the COR.

If the Contractor does not honor the Government holiday, the contracted personnel must make arrangements with the Government COR prior to the holiday.

If Government personnel are furloughed, the CO or the COR will contact the Contractor to provide direction. It is the Government’s decision as to whether the contract price/cost will be affected.

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

Nothing in this clause changes the rights and responsibilities of the parties relative to stop work requirements as cited elsewhere in this award.

## **H.7.0 NON-PERSONAL SERVICES**

The Government and the Contractor understand and agree that the services delivered by the Contractor to the Government are non-personal services. The parties also recognize and agree that no employer-employee or master-servant relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees.

Contractor personnel under this contract shall not (i) be placed in a position where there is an appearance that they are employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, or (ii) be placed in a position of command, supervision, administration, or control over Government personnel.

## **H.8.0 IDENTIFICATION OF CONTRACTOR PERSONNEL**

The Contractor shall ensure that its employees will identify themselves as employees of their respective company while working on DHS contracts. For example, Contractor personnel shall introduce themselves in person and in voice-mail, and sign attendance logs as employees of their respective companies, and not as DHS employees.

## **H.9.0 PRINTING RESTRICTIONS**

All printing funded by this contract must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Homeland Security regulations.

## **H.10.0 PRODUCT IMPROVEMENT/TECHNOLOGY ENHANCEMENT**

(a) At any time during the performance of this contract, the Contractor may submit, or DHS may request a Product Improvement/Technology Enhancement proposal for review. The Contractor is encouraged to discuss product improvement/ technology enhancement ideas with the Integrated Product Team prior to preparing and submitting a formal proposal. These proposals should suggest methods for performing more economically and/or methods for incorporating emerging technology. Changes may be proposed to save money, to improve performance or reliability, to save energy or space, to satisfy increased data processing requirements, to incorporate technological advances in software, or for other technical or business reasons that the Contractor believes may be advantageous to DHS. Discontinuance of equipment is subject to negotiations and to DHS written approval prior to the introduction of a substitute product.

(b) The Government is not liable for proposal preparation costs or any delay in acting upon any proposal. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by DHS within the period specified in the proposal. The decision of the Contracting

Officer as to the acceptance or rejection of a proposed change is final and not subject to dispute. Proposals must be valid for at least 30 days.

(c) Any proposed change may be approved, in whole or in part, and the change incorporated into a contract modification signed by both parties. The contract modification will include an equitable adjustment for the resultant costs or savings and modify any other affected provision of the contract. Until the effective date of the modification, the Contractor shall perform in accordance with the existing contract.

(d) As a minimum, the following information should be submitted by the Contractor with each proposal. The extent and detail provided should be proportionate to the complexity and/or value of the proposed change.

- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
- (2) A discussion of the functions of the modeling tool, facilities, services and supplies for the purpose of achieving the essential functions at the lowest life cycle cost and consistent with required performance, reliability, quality, and safety;
- (3) Itemized requirements of the contract, which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
- (4) An estimate of the changes in performance and cost/price, if any that will result from adoption of the proposal;
- (5) An evaluation of the effects the proposed change would have on collateral costs to the Government, such as costs of related items, and costs of maintenance and operation;
- (6) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of the contract; and
- (7) A statement of the effect on the contract completion date or delivery schedule.

(e) A reasonable method for sharing in the proposed savings, if any, if the proposed change would result in a reduction in the overall life cycle costs.

## **H.11.0 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE**

### **H.11.1 ELECTRONIC ACCESS TO CONTRACTOR PERFORMANCE EVALUATIONS**

FAR 42.15 require agencies to prepare annual and final evaluations of Contractor performance. Contractors may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL:  
<http://www.cpars.gov>.

The registration process requires the Contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. Once the Contractor is registered

and a performance evaluation has been prepared and is ready for comment, the Contractor Performance Assessment Reporting System (CPARS) will send an email to the Contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.

#### **H.12.0 POST AWARD CONFERENCE**

(a) An on-site post-award conference shall be conducted within FOURTEEN (14) days after contract award with representatives of the Contractor, the Program Office, and the Contracting Office. The Contracting Officer, or designated representative, initiating the conference will designate, or act as, the Chairperson and make arrangements for the conference.

(b) The requirement for a post-award conference shall in no event constitute grounds for excusable delay by the Contractor in performance of any provision in the contract.

#### **H.13.0 CONTRACTOR PERSONNEL**

##### **H.13.1 QUALIFIED PERSONNEL**

The Contractor shall provide qualified personnel to perform all requirements specified in this solicitation. The Contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the Government's specifications and requirements. The work history of each Contractor employee must contain experience directly related to work he/she is required to perform under this contract.

The Government reserves the right, during the life of this contract, to request work histories on any Contractor employee for the purposes of verifying compliance with the above requirements; additionally, the Government reserves the right to review resumes of Contractor personnel (only key personnel) proposed to be assigned to this contract.

##### **H.13.2 KEY PERSONNEL**

Before replacing any individual designated as Key by the Government (as identified at award), the Contractor shall notify the COR and Contracting Officer no less than 15 days in advance, submit written justification for replacement, and provide the name and qualifications of any proposed substitute(s). All proposed substitutes shall possess qualifications equal to or superior to those of the Key person being replaced. The Contractor shall not replace Key Contractor personnel without acknowledgment from the Contracting Officer.

Contractor Key personnel shall not be assigned by the Contractor to more than one key position for this requirement. The Government may designate additional Contractor personnel as key during the life of any resulting contract by a bilateral modification.

##### **H.13.3 EMPLOYEE CONDUCT**

Contractor's 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 Contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States or the Department of Homeland Security. The Project Manager shall ensure Contractor employees understand and abide by Department of Homeland Security established rules, regulations and policies concerning safety and security.

#### **H.13.4 REMOVING EMPLOYEES FOR MISCONDUCT OR SECURITY REASONS**

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.

#### **H.13.5 TERMINATIONS / RESIGNATIONS**

The Contractor shall notify the Site Security Officer (SSO), COR and Contracting Officer of all terminations/resignations of Contractor personnel assigned to this contract five (5) working days before the last day of employment. In the event this notification is not possible, the SSO and COR should be notified immediately. The Contractor shall follow all facility exiting requirements, including returning to the SSO all DHS-issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the SSO and COR, referencing the pass or card number, name of individual to whom it was issued and the last known location and disposition of the pass or card.

#### **H.14.0 DISCLOSURE OF “OFFICIAL USE ONLY” INFORMATION SAFEGUARDS**

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

Each officer or employee of the Contractor or Subcontractor at any tier to whom “Official Use Only” information may be made available or disclosed shall be notified in writing by the Contractor that “Official Use Only” information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such “Official Use Only” information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the

United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

#### **H.15.0 TRAINING**

The Government will not allow costs, nor reimburse costs associated with the Contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract.

#### **H.16.0 DATA FIRST PRODUCED**

Pursuant to paragraph (b)(2)(ii) and (d)(2) of the Rights in Data - General (FAR 52.227-14) clause of this contract, the Contractor shall not use, release to others, reproduce, distribute, or publish any data first produced in the performance of this contract for any purpose other than its performance of this contract, without the prior written approval of the Contracting Officer.

**(End of Section H)**

## SECTION I – CONTRACT CLAUSES

### I.1.0 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

#### I.1.1 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 this address:

<https://www.acquisition.gov/far>.

Clause	Title and Date
52.202-1	Definitions (Jun 2020)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (May 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)
52.203-6, Alt I	Restrictions on Subcontractor Sales to the Government Alt I (Nov 2021)
52.203-7	Anti-Kickback Procedures (Jun 2020)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)
52.203-14	Display of Hotline Poster(s) (Nov 2021)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010)
52.203-16	Preventing Personal Conflicts of Interest (Jun 2020)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Jun 2020)
52.204-2	Security Requirements (Mar 2021)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)
52.204-13	System for Award Management Maintenance (Oct 2018)
52.204-14	Service Contract Reporting Requirements (Oct 2016)
52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)

52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
52.210-1	Market Research (Nov 2021)
52.215-2	Audit and Records-Negotiation (Jun 2020)
52.215-2, Alt I	Audit and Records-Negotiation, Alt I (Mar 2009)
52.215-8	Order of Precedence-Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications (Jun 2020)
52.215-12	Subcontractor Certified Cost or Pricing Data (Jun 2020)
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications (Jun 2020)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (July 2015)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (Nov 2021)
52.215-23	Limitations on Pass-Through Charges (Jun 2020)
52.215-23	Limitations on Pass-Through Charges, Alt I (Oct 2009)
52.216-7	Allowable Cost and Payment (Aug 2018)
52.216-8	Fixed Fee (Jun 2011)
52.217-8	Option to Extend Services (Nov 1999)
52.219-8	Utilization of Small Business Concerns (Oct 2018)
52.219-9	Small Business Subcontracting Plan (Nov 2021)
52.219-9, Alt I	Small Business Subcontracting Plan, Alt I (Nov 2016)
52.219-14	Limitations on Subcontracting (Sep 2021)
52.219-16	Liquidated Damages-Subcontracting Plan (Sep 2021)
52.219-28	Post-Award Small Business Program Rerepresentation (Sep 2021)
52.222-2	Payment for Overtime Premiums (July 1990)

52.222-3	Convict Labor (Jun 2003)
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation (May 2018)
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020)
52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-26	Equal Opportunity (Sep 2016)
52.222-37	Employment Reports on Veterans (Jun 2020)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-41	Service Contract Labor Standards (Aug 2018)
52.222-50	Combating Trafficking in Persons (Nov 2021)
52.222-54	Employment Eligibility Verification (May 2022)
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)
52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2022)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 20213)
52.223-3	Hazardous Material Identification and Material Safety Data (Feb 2021)
52.223-3, Alt I	Hazardous Material Identification and Material Safety Data, Alt I (July 1995)
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
52.223-5, Alt I	Pollution Prevention and Right-to-Know Information, Alt I (May 2011)
52.223-5, Alt II	Pollution Prevention and Right-to-Know Information, Alt II (May 2011)
52.223-6	Drug-Free Workplace (May 2001)
52.223-10	Waste Reduction Program (May 2011)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)
52.223-19	Compliance with Environmental Management Systems (May 2011)
52.224-2	Privacy Act (Apr 1984)
52.224-3	Privacy Training (Jan 2017)
52.225-1	Buy American-Supplies (Nov 2021)
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)
52.227-1	Authorization and Consent (Jun 2020)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)
52.227-3	Patent Indemnity (Apr 1984)
52.227-3, Alt I	Patent Indemnity, Alt I (Apr 1984)
52.227-14	Rights in Data-General (May 2014)

52.227-14, Alt II	Rights in Data-General, Alt II (Dec 2007)
52.227-14, Alt V	Rights in Data-General, Alt V (Dec 2007)
52.227-16	Additional Data Requirements (June 1987)
52.227-23	Rights to Proposal Data (Technical) (Jun 1987)
52.228-7	Insurance-Liability to Third Persons (Mar 1996)
52.230-2	Cost Accounting Standards (Jun 2020)
52.230-6	Administration of Cost Accounting Standards (Jun 2010)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-20	Limitation of Cost (Apr 2020)
52.232-22	Limitation of Funds (Apr 2020)
52.232-23	Assignment of Claims (May 2014)
52.232-25	Prompt Payment (Jan 2017)
52.232-25, Alt I	Prompt Payment (Feb 2002)
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.233-1	Disputes (May 2014)
52.233-1, Alt I	Disputes, Alt I (Dec 1991)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-3	Penalties for Unallowable Costs (Sep 2021)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-5	Payments to Small Business Subcontractors (Jan 2017)
52.242-13	Bankruptcy (July 1995)
52.243-2	Changes—Cost Reimbursement (Aug 1987)
52.243-2, Alt I	Changes—Cost Reimbursement, Alt I (Apr 1984)
52.243-2, Alt II	Changes—Cost Reimbursement, Alt II (Apr 1984)
52.244-2	Subcontracts (Jun 2020)
52.244-2, Alt I	Subcontracts, Alt I (Jun 2020)
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Products and Commercial Services (Jan 2022)
52.245-1	Government Property (Sep 2021)
52.245-9	Use and Charges (Apr 2012)

52.249-6	Termination (Cost-Reimbursement) (May 2014)
52.249-14	Excusable Delays (Apr 1984)
52.250-1	Indemnification Under Public Law 85-804 (Apr 1984)
52.250-1, Alt I	Indemnification Under Public Law 85-804. Alt I (Apr 1984)

(End of clause)

## **I.1.2 FAR CLAUSES INCORPORATED BY FULL TEXT**

The following FAR clauses are incorporated by full text:

### **FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within Contractor within **30 (thirty)** calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 (thirty)** 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 **10 (ten) years**.

(End of clause)

### **FAR 52.222-35 Equal Opportunity for Veterans (Jun 2020)**

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

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

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

### **FAR 52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)**

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

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

### **I.2.0 HOMELAND SECURITY ACQUISITION REGULATION (HSAR) CLAUSES**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may be accessed electronically by the following web address:

<https://www.acquisition.gov/hsar>.

### **I.2.1 HSAR CLAUSES INCORPORATED BY REFERENCE**

<b>Clause</b>	<b>Title and Date</b>
3052.203-70	Instructions for Contractor Disclosure of Violations (Sep 2012)
3052.205-70	Advertisements, Publicizing Awards, and Releases (Sep 2012)
3052.242-72	Contracting Officer's Representative (Dec 2003)

### **I.2.2 HSAR CLAUSES INCORPORATED BY FULL TEXT**

The following HSAR clauses are incorporated by full text:

#### **HSAR 3052.204-71 Contractor Employee Access (Sep 2012)**

(a) Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which

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

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

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

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

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

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

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's 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)

### **HSAR 3052.204-71 Contractor Employee Access, Alternate I (Sep 2012)**

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

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

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

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

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

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

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

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

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

(End of clause)

### **HSAR 3052.209-73 Limitation of Future Contracting (Jun 2006)**

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

(b) The nature of this conflict is as described. In performance of this contract, the Contractor will likely have access to innovative and emerging technologies from third party Contractors or other Government entities. This may give rise to possible unequal access to information and/or proprietary information.

(c) The restrictions upon future contracting are as follows: *Competing for or performing the physical terminal decontamination work.*

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for two (2) years from award of this contract, and as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias. DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

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

(End of clause)

### **HSAR 3052.215-70 Key Personnel or Facilities (Dec 2003)**

As prescribed in (HSAR) 48 CFR 3015.204-3, insert the following clause:

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:

### **LABOR CATEGORY**

- Project Manager (Team Lead)
- Lead Scientist
- Lead Engineer
- On-site (PIADC) Operational Manager

The qualifications (training and experience) required for each key personnel must be developed and justified by any responding organizations/firms and should be based on the respective organization/firm's understanding of the technical requirements of the scope of work, including those which are defined within the SOW

(End of clause)

**(End of Section I)**

## **SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### **J.1.0 SOLICITATION ATTACHMENTS**

Attachment A - STENS Cost/Price Template (Mandatory)

Attachment B - STENS Statement of Work (SOW)

Attachment C - DHS Form 11000-6 Non-Disclosure Agreement and Pre-Brief

Attachment D - PIADC Personnel Reliability Program (PRP)

Attachment E - Technical Exhibit – List of Equipment to Support STENS

Attachment F - Consolidated Site Visit Slides

Attachment G - STENS RFP Q&A Spreadsheet

Attachment H - STENS Past Performance Questionnaire

**(End of Section J)**

**SECTION K – REPRESENTATION, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

**K.1.0 REPRESENTATION, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS FAR CLAUSES**

**K.1.1 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 this address:

<http://www.acquisition.gov/far>

The following FAR provisions and clauses are incorporated by reference into this contract:

Clause	Title / Date
52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (Nov 2021)

(End of clause)

**K.1.2 FAR CLAUSES INCORPORATED BY FULL TEXT:**

**FAR 52.204-8 Annual Representations and Certifications (May 2022)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i)  Paragraph (d) applies.

(ii)  Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

FAR Clause # Title Date Change

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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 on SAM.

(End of provision)

## **FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

**FAR 52.204-26 – Covered Telecommunications Equipment or Services-Representation (Oct 2020)**

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) Representation. The Offeror represents that it  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it  does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

**FAR 52.209-7 Information Regarding Responsibility Matters (Oct 2018)**

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror  has  does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

### **FAR 52.209-13 Violation of Arms Control Treaties or Agreements-Certification (Nov 2021)**

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

(1) The Offeror certifies that—

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ( 22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ( 22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

(2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

## **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 an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

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

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

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

(e) Treatment of Certain Rights.

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

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

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

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

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

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

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

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

(End of Provision)

**FAR 52.225-2 Buy American Certificate (Feb 2021)**

(a) (1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(3) The terms "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

Line Item No. Country of Origin

\_\_\_\_\_

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

**FAR 52.230-1 Cost Accounting Standards Notices and Certification (Jun 2020)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement-Cost Accounting Practices and Certification**

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1)  Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of  
Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2)  Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed:

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The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3)  Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4)  Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

### III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes

No

(End of provision)

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

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest or may provide one or more offerors with the potential to attain an unfair competitive advantage. The offeror must provide a statement that there exists no past, present or planned organizational, financial, contractual, or other interests with an organization whose interests may be substantially affected by Departmental activities and which is related to the work under this requirement.

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

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

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

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

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

mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

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

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

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

**(End of Section K)**

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

**\*\*IMPORTANT NOTE - THE GOVERNMENT RESERVES THE RIGHT TO REJECT AND ELIMINATE FROM FURTHER CONSIDERATION ANY SUBMISSION FAILING TO COMPLY WITH THESE SUBMISSION INSTRUCTIONS\*\***

**L.1.0 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS FAR CLAUSES**

**L.1.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<https://www.acquisition.gov/far>

<b>Clause</b>	<b>Title and Date</b>
52.204-7	System for Award Management (Oct 2018)
52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)
52.204-22	Alternative Line Item Proposal (Jan 2017)
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.215-1	Instructions to Offerors-Competitive Acquisition (Nov 2021)
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Nov 2021)
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort (Oct 2009)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)
52.222-46	Evaluation of Compensation for Professional Employees (Feb 1993)
52.237-1	Site Visit (Apr 1984)
52.237-10	Identification of Uncompensated Overtime (Mar 2015)

(End of clause)

**L.1.2 FAR CLAUSES INCORPORATED BY FULL TEXT**

The following FAR clauses are incorporate by full text:

## **FAR 52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of a **Cost-Plus-Fixed-Fee (CPFF)** contract resulting from this solicitation.

(End of provision)

## **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 [Joseph.Pianese@hq.dhs.gov](mailto:Joseph.Pianese@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.2.0 PROPOSAL INSTRUCTIONS AND COST TEMPLATE FOR OFFERORS**

The following instructions are intended to be prescriptive to offerors to the RFP. These instructions, in conjunction with the remainder of the proposal documents, should assist in structuring the proposal. An excel cost template, which includes scoping assumptions, has also been prepared to assist offerors in preparing the cost volume.

### **Proposal Submission Instructions**

- **Submit ONLY To:** [Robert.Marosz@hq.dhs.gov](mailto:Robert.Marosz@hq.dhs.gov) and [Joseph.Pianese@hq.dhs.gov](mailto:Joseph.Pianese@hq.dhs.gov) and include in the Subject Line “PICS STENS RFP: 70RSAT23R00000004.”
- **Date and Time of Submission:** All proposal documents must be submitted so as to be received by the closing date and time, as specified in Block 9 of the SF 33. It is the Offeror’s responsibility to ensure the full electronic submission is received and accessible/readable prior to the closure time of submission.
- **Offeror Questions:** Offeror questions related to this solicitation must be received on or **before 4:00 PM Eastern Time on Monday, November 28, 2022**. Questions shall be submitted using the attached STENS RFP Questions and Comments spreadsheet, only to [Robert.Marosz@hq.dhs.gov](mailto:Robert.Marosz@hq.dhs.gov) and [Joseph.Pianese@hq.dhs.gov](mailto:Joseph.Pianese@hq.dhs.gov) and include in the Subject Line “PICS STENS RFP: 70RSAT23R00000004”. Responses to questions will be released on SAM.GOV on or about 7 days after questions were submitted.

### **Format and Page Limitations for Proposals**

All Offerors’ submittals shall be in electronic format in Adobe PDF or Microsoft Products version 2019 or later (MS Office: Excel, Word, PowerPoint, etc.) only using 8.5” x 11” Letter

format with 12pt Times New Roman font and 1” margins all around for the proposal text. 11”x17” pages may be used for tables, charts, graphics, figures, and schedule. (Each 11”x17” page shall count as two (2) equivalent 8.5”x11” pages of the allowable page count.) Tables, charts, graphics, figures, and schedule must not be less than 10pt font and used only to enhance the evaluators’ understanding and shall not be used to circumvent the intended page limitations. Blocks 15,16, and 18 of the attached Standard Form 33 *Solicitation, Offer and Award* shall be completed with an official electronic signature in Block 17 and submitted under Volume V.

Offerors’ submittals should be organized into the five (5) Volumes, shown in the table below. Each Volume should be submitted as a separate electronic document. Page limitations for each Volume are identified in the table below. The specific Evaluation Factors related to each Volume, as further detailed in Section M of this Solicitation, are also identified in the table below.

<b>Volume</b>	<b>Contents</b>	<b>Electronic/ Soft Copies</b>	<b>Page Limits</b>
<b>I</b>	Cover Letter	1	3
<b>II</b>	Technical & Management Approach (Evaluation Factors 1 and 2)	1	100
<b>III</b>	Past Performance (Evaluation Factor 3)	1	25
<b>IV</b>	Small Business Subcontracting Plan/Participation (Evaluation Factor 4)	1	---
<b>V</b>	Cost/Price ; Use Mandatory Excel file Template (Evaluation Factor 5)	1	---

Page limits do NOT include:

- Cover page for each Volume
- Tables of Contents
  - A clear, brief table of contents with page numbers referenced shall be included with each volume of the proposal and will not be included in the page limitation count.
- Glossaries of abbreviations and acronyms
- Section Tabs or Dividers that do not contain information other than title of Section
- Project Schedule (attachment to Volume II)
- Resumes for Key and Senior Technical Personnel (attachment to Volume II), not to exceed 5 pages per resume.
- Letters of Commitment from proposed Key Personnel and Senior Technical Personnel, not currently employed by the Offeror (attachment to Volume II)
- Completed Cost Template (Volume V)

For any proposal that exceeds page limitations, any pages that are in excess of the page limits will be removed and not evaluated. Similarly, proposals shall not include links to internet web site addresses (URLs) or otherwise direct readers to alternate sources of information, such as embedded pdfs or other file formats. Any such inclusions will also be removed and not considered.

Proposals shall be clearly and concisely written as well as neat, indexed (cross-indexed as appropriate) and logically assembled. Prospective Offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this RFP. Extraneous narratives, elaborate brochures, uninformative "PR" material and so forth, shall not be submitted. All pages of each part shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number to the extent practicable. **Note: Proposals found to be materially non-compliant with proposal instructions may be eliminated from further consideration as non-responsive.**

Any assumptions made relative to the info contained in a particular volume should be articulated on the first page of the volume, and that first page would count towards final page count for the particular volume.

Offerors must also ensure that Past Performance references return the Past Performance Questionnaires no later than the closing date and time for proposal submission.

### **General Instructions**

The SOW includes five (5) interrelated tasks of varying complexity, each with detailed subtasks.

- Task 1 – Routine Operation of the Mobile Decontamination Laboratory
- Task 2 – Matrixed Support of Subject Matter Experts with Experience in Biological Decontamination at Facility-Scale
- Task 3 – Design and Execute Applied Scientific Activities to Enable Biocontainment Facility Decontamination
- Task 4 – Facility Modification Planning, Engineering, and Implementation
- Task 5 – Subcontract and Manage an Independent Third-Party Laboratory for Biological and Chemical Indicator Verification and Decontamination Sample Analysis

The Government's Evaluation Criteria includes consideration of the following five (5) evaluation factors: Technical Approach, Management Approach, Past Performance, Small Business Subcontracting Plan/Participation, and Cost/Price. A detailed discussion and relative importance of these evaluation factors are provided in Section M of this solicitation.

### **Volume I: Cover Letter**

The letter shall serve to formally transmit the proposal and state in general terms how the offeror intends to meet the solicitation requirements.

The cover letter shall include the following:

- Contractor Name
- Complete business mailing address
- Solicitation number: **70RSAT23R00000004**
- SAM Registered Unique Entity Identifier (UEI)
- North American Industrial Classification System (NAICS) Code

- List of proposed major/critical subcontractors and function they will perform
- Summary of Total Proposed cost, fee; and total price
- Date of submission and Validity period of at least 120 days from the RFP closing date
- The following statement

*This proposal reflects our estimates and/or actual costs as of this date and conforms to the instructions and Cost Templates in the RFP. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price, including cost realism.*

- Name, title, phone number, e-mail address, and signature of authorized representative who is authorized to negotiate with the Government and bind the organization contractually.

## **Volume II: Technical & Management Approach (Evaluation Factors 1 & 2)**

*Note: The Technical Approach and the Management Approach to address the five (5) tasks of the STENS SOW are intertwined and inseparable. Accordingly, the offeror's response to this solicitation should address both their proposed Technical Approach and their proposed Management Approach in their Volume II submittal to this solicitation. However, for clarity, the **guidance** provided below is divided into two parts, part 1 focusing on guidance to offerors for the Technical Approach (Evaluation Factor 1) and part 2 focusing on guidance to offerors for the Management Approach (Evaluation Factor 2).*

### **Guidance for Technical Approach (Evaluation Factor 1)**

Volume II should describe the offeror's technical plan and describe how each aspect of the SOW is to be accomplished and addresses the Evaluation Elements defined in Section M of the RFP for this Evaluation Factor. This technical plan should address approaches for each SOW task and subtask distinctly and include description of any SOW task and subtask interdependencies, if appropriate. The technical plan should include (1) sufficient detail needed to articulate the proposed technical approach, and (2) demonstrate a clear understanding of the nature of the work being undertaken. It should include information on how each SOW task and subtask is to be organized, staffed and managed. Where appropriate, a discussion of the rationale for the selected approach should also be included. The below sections provide specific instructions to offerors related to the Technical Approach for each of the five (5) tasks within the SOW.

### ***Guidance for Task 1 - Routine Operation of the Mobile Decontamination Laboratory***

*The following paragraphs are provided as background information based on the requirement defined in the SOW.*

To support the scope of the PICS program, and specifically to enable the execution of facility decontamination planning and execution, DHS is in the process of procuring a mobile laboratory that will be operated by the STENS awardee. This laboratory is designed to facilitate various procedures envisioned to occur as part of facility decontamination planning and monitoring, and

includes microbiological equipment, e.g., multiple biosafety cabinet workstations, incubators, etc., to allow for simultaneous work involving multiple workstreams. In general, the laboratory is intended to support the following activities:

- Preparation of commercially available biological indicators (BI) for efficacy monitoring of decontamination activities
- Processing of samples collected
- Process monitoring of decontamination practices
- A fourth workstream which is yet to be determined

Given the criticality of the role represented by this task, it is imperative that the offeror describe an approach that details their capability to deliver requisite analyses and maintain records in a manner that will withstand regulatory scrutiny.

#### Technical Approach for Task 1

Though a framework of personnel types and levels of effort is included in the pricing template, the offeror should note that this is included for information only, and the proposed labor mix should be justified based on the overarching technical approach defined by the offeror. For Task 1 and other tasks, the offeror shall provide individuals that compose a team with appropriate credentials, expertise and experience to achieve the outcomes specified within the SOW and in accordance with the offeror's proposed technical approach. This should include personnel with any specialized certifications or sub-specialties needed.

The SOW identifies five key tasks related to operation of the mobile laboratory. Each of these should be addressed within the technical approach for this task, in a manner that describes and justifies how the performer would perform routine functions within the laboratory, and also specifically describes the technical methodologies that will be performed within the laboratory. It is understood that the scope of the final decontamination plan, which will be defined during the STENS period of performance, will define specific methodologies. However, it is expected that the offeror will describe techniques that would be applicable to multiple decontamination techniques and provide a rationale for their inclusion.

#### Other Considerations

Elements of the PIADC operations and maintenance Contractor's facility-wide systems, e.g., occupational health and safety plan, chemical hygiene plan, biosafety protocols, waste removal, etc. will remain in effect during the STENS Period of Performance (POP). For this reason, these plans will also apply to operation of the mobile laboratory, and therefore the offeror should not describe these standard operations in detail. However, any specific elements of routine operational plans/practices that the offeror determines to be relevant to the scope of the task should be described.

#### ***Guidance for Task 2 - Matrixed Support of Subject Matter Experts with Experience in Biological Decontamination at Facility-Scale***

Task 2 is included in the scope of work to account for the need for a spectrum of highly specialized subject matter experts, spanning multiple technical disciplines. Due to the complex

and diverse nature of the scope of activities, it is essential that the offeror provide a roster of available personnel that can be available to (1) support planned activities (as defined within the task and elsewhere in the scope), and (2) so that surge/unexpected needs may be addressed.

Owing to the duration of the period of performance, it is understood that it will be challenging to commit staff for this extended period and for unanticipated needs. For this reason, the Government expects the offeror to provide a technical approach to delivering staffing needs in response to stated and potential needs, as appropriate to a contract activity of this type.

### Technical Approach for Task 2

Though a framework of personnel types and levels of effort is included in the pricing template, the offeror should note that this is included for information only, and the proposed labor mix should be justified based on the overarching technical approach defined by the offeror.

The Task 2 technical approach should define the offeror's capabilities to identify and provide requisite personnel. Offerors should detail available personnel and summarize their levels of experience and expertise. In the interest of space, summaries of available personnel will be acceptable; however, the offeror is encouraged to include cameos (abbreviated resumes) for any individuals whose resumes are not included but represent discriminating capabilities.

Offerors with innovative capabilities to access subject matter expertise are encouraged to describe any such measures within this section. If such measures involve coordination with third parties, evidence, e.g., Letters of Commitment, should be included as an attachment to this volume to substantiate the relationship. These letters will not count toward the page limitation.

Subtasks within this task closely align with other task elements, and correlating interfaces are noted within the SOW. For example, task 2.1 closely aligns with task 3.1. Discussion of technical approach related to subtasks described in Task 2 should concisely convey information regarding the offeror's abilities and approach to addressing each subtask element, to include unique expertise of personnel, systematic or proprietary approaches, or other capabilities; however, the subject matter expertise (and other associated capabilities) described in Task 2 should be referenced, as appropriate, in technical content related to other tasks, within those respective sections.

### ***Guidance for Task 3 - Design and Execute Applied Scientific Activities to Enable Biocontainment Facility Decontamination***

Task 3 differs from the remainder of the scope of the proposed activity because it entails the justification, planning and execution of an applied scientific program of study. This is necessary to enable an informed down-selection of available decontamination and validation technologies for use in terminal decontamination of the PIADC facility, which will be articulated in a Terminal Decontamination and Validation Plan. The results of this task will inform not only other tasks within the proposed scope, but should also serve to contribute broadly to future practices at biocontainment facilities. The proposed technical approach for this task should account for these factors.

For the purposes of responding to this solicitation, describing the Technical Approach for this Task 3 is a conceptual task, intended to demonstrate the offeror's capability to conceive and execute a scientific plan of study, and to apply results into practice. Upon award, a more refined and specific scientific work plan will be developed in conjunction with DHS federal and contracting personnel. The following is provided as guidance for minimum content in describing a task-specific approach.

### Technical Approach for Task 3

The offeror should articulate the rationale for the technical approach, including items such as its relationship to analogous work the offeror may have performed. This may include a brief overview of pertinent work already accomplished, or consensus sources (peer review literature, industry standards, regulatory guidelines, etc.) that are relevant to the scope and the proposed approach.

A clear explanation must be included, describing how the proposed technical approach in conjunction with the subtasks to be performed achieves the task-specific and project objectives. The general plan of work should be clearly defined, to include detail deemed appropriate at the subtask level to demonstrate a technically feasible and logical approach. Sequencing of activities should be discussed. As appropriate, experimental/study design and possible or probable outcomes of approaches proposed should also be discussed.

Methodologies to be used in each subtask should be described, including the offeror's level of experience with each, areas of anticipated difficulties, and any additional detail deemed relevant. Describe in detail any resource requirements anticipated to be utilized, to include offsite (non-PIADC) capabilities, facility infrastructure, and scientific equipment which the offeror deems advantageous for effective implementation of this project.

Provide a schedule for completion of the work and delivery of items specified in the SOW, to include details at the subtask level. This should account for any milestones identified within the SOW. Note: this schedule detail may be included in the overall project schedule, which is to be included as an Attachment to Volume II.

### Personnel

Describe the experience and qualifications of personnel who will be assigned for direct work on this task. Information should be presented to demonstrate the composition of staffing at the task/subtask level, their general qualifications, and recent experience with similar activities. Any key personnel upon whom the success of the task/subtask relies, should be identified. Any potential conflict or overlap of personnel with existing contracts at PIADC should be mentioned.

### Other Considerations

By statute, PIADC is the only location in the U.S. where manipulation of live foot-and-mouth disease virus (FMDV) may occur (21 U.S.C. §113a). Work within the U.S. on surrogate organisms, if identified and approved as viable replicants, could be performed offsite.

### ***Guidance for Task 4 - Facility Modification Planning, Engineering, and Implementation***

Task 4 provides the primary engineering and engineering-related technical services necessary to plan and oversee modifications to the facility to support execution of the facility decontamination plan. As described within the SOW, Task 4 includes subtasks that span the translation of scientific findings (Task 3) into practice onsite. Modifications may entail more routine facility modifications, such as to reroute utilities, and will also include more decontamination-specific projects, such as those that entail facility partitioning and/or opening up of spaces, sequencing of activities, implementation of measures to stabilize or monitor ambient environmental conditions, etc. Recognizing that these specific projects are yet to be defined, the offeror should still describe a general approach to this type of activity, for both types of program areas, i.e., planning and oversight.

#### **Technical Approach for Task 4**

The offeror should articulate the rationale for the technical approach, including items such as its relationship to analogous work the offeror may have performed. A clear explanation must be included, describing of how the proposed technical approach in conjunction with the subtasks to be performed achieves the task-specific and project objectives.

### ***Guidance for Task 5 - Subcontract and Manage an Independent Third-Party Laboratory for Biological and Chemical Indicator Verification and Decontamination Sample Analysis***

Task 5 closely aligns with Task 1 in providing assurances regarding decontamination and related practices that will be carried out as part of the STENS contract. In conjunction with the operations of the mobile decontamination laboratory, the offeror must coordinate a third-party laboratory to provide unbiased analyses of biological and chemical indicators, and decontamination samples. Component subtasks supporting this task area are included in the SOW.

Here and elsewhere, the offeror should describe its approach to collaborating with federal and state regulatory personnel in similar situations, because such relationships will be crucial to the success of this STENS project.

#### **Technical Approach for Task 5**

The technical approach for Task 5 must clearly articulate the offeror's plans to perform work aspects of each subtask defined. In addition, the technical approach should demonstrate the offeror's understanding of the practices involved, along with specific details of performance, in a manner that conveys a sufficient level of detail to the evaluator.

#### **Other Considerations**

As described, it is imperative that the third-party laboratory utilized be independent and distinct from laboratories currently used by the incumbent O&M Contractor.

### **Guidance for Management Approach (Evaluation Factor 2)**

Volume II should also describe the offeror's management approach that effectively considers and

addresses each SOW task and includes overarching content relevant to execution of the SOW in its entirety and addresses the Evaluation Elements defined in Section M of the RFP for this Evaluation Factor. The SOW tasks represent work packages of varying levels of complexity, and this should be reflected in the amount of descriptive content included in the response. For example, primarily service-related tasks (e.g., Tasks 1, 4) pertain to the provision of personnel/capabilities to support currently less-defined requirements, therefore approaches presented for them will inherently include less specificity. Alternatively, Task 3, is presented as a conceptual scientific endeavor and will require a demonstration of a thorough understanding of the technical requirements, and a well-justified technical and management approach. Finally, Volume II should include any specific factors not included elsewhere which support the offeror's proposed approach for the overarching activity, or for specific tasks. For example, such content may include the following:

- Description of any agreements and/or arrangements with subcontractor(s). Material evidence of the relationship (reference to teaming agreements, contracts, memorandums of understanding, etc.) should be included to sufficiently demonstrate access to subcontractor resources. Statements describing forward-looking, hypothetical arrangements will be discounted. Provide as much detail as necessary to explain how the task/subtask will be accomplished through this relationship. (Factor 2 *Management Approach*, Element 2 *Management Structure and Key Personnel*).
- The management approach should include a detailed outline of a Management Plan, wherein the offeror provides an overview of their management capabilities, systems and related practices, and how those resources will be administered effectively, while simultaneously addressing risks to the government. Management content must reflect both the offeror's understanding of the scope requirements, but also address the elements identified as prioritized by the evaluators (See Evaluation Factor 2, Elements 1-4, in Section M.2.1 of this RFP).

### ***Attachments to Volume II***

Attach a draft Project schedule to Volume II in accordance with and informed by the SOW (SOW Sections 3 and 4). DHS anticipates awarding this procurement in the most expedient manner; however, to address any unforeseen delays, Offerors should use a scheduling methodology that is calendar-independent, so that the date of award serves as the overarching starting point, with sequential timepoints indicated generically, i.e., month 1, month 2, etc. Specifically, Offerors should include a draft Project schedule which addresses all activities listed in the SOW. Further guidance to Offerors is provided below:

- Task 1 can be shown as the duration required to equip and train personnel to operate the Mobile Laboratory, with operation of the lab planned for the remaining duration of the period of performance.
- For Tasks 2, 3, and 4 provide an estimated timeline for each subtask, based the respondent's understanding of the scope, and based on the respondent's previous experience with similar work scopes to support facility level terminal decontamination and validation.

2. Matrixed Support of Contractor SMEs with Biological Decontamination Experience at *Facility-Scale*
    - 2.1 Develop and Review Facility Decontamination Plans
    - 2.2 Method Development and Validation to Facilitate Terminal Decontamination Processes
    - 2.3 Develop and Operate QA Mechanism to ensure Decontamination Performance
    - 2.4 Develop New/Review Existing Permitting Documents
    - 2.5 Facilitate Interaction with Regulatory Entities
    - 2.6 Authorship of Manuscripts for submission to peer-reviewed journals to Share Best Practices Developed
  3. Scientific Activities to Enable Biocontainment Facility Decontamination
    - 3.1 Conduct Landscape Analysis for Best Practices
    - 3.2 Develop the Scientific Plan for Decontamination and Validation Activities
    - 3.3 Execute Scientific Decontamination and Validation Evaluation Activities to support DHS Science
    - 3.4 Prepare Formal Recommendations of Findings
  4. Facility Modification Engineering, Planning, and Implementation
    - 4.1 Review decontamination scientific results & determine if facility modifications are required
    - 4.2 Develop preliminary engineering calculations and cost estimates
    - 4.3 Prepare presentations, reports, etc. to demonstrate needs for modifications
    - 4.4 Develop design bases, statements of work, plan, estimates for schedule and cost, and logistics
    - 4.5 Provide engineering oversight during modifications
- Task 5 can be shown as the duration to identify, select and complete contracting with the independent third-party laboratories, with use of these laboratories (as needed) planned for the remaining duration of the period of performance

In addition, at a minimum, Offerors should provide resumes for the following positions, which are designated as Key Personnel: Lead Scientist, Lead Engineer, Project Manager, and a full-time On-site (PIADC) Operational Manager, who will also be responsible for responding to exigent circumstances, including off-duty hours. DHS also strongly recommends that Offerors provide additional resumes for any personnel that represent discriminating expertise and or experience and will contribute materially to the execution of the project. (See Evaluation Factor 2, Element 2, in Section M.2.1 of this RFP). If applicable, Key Personnel resumes may also include a publication list of peer reviewed manuscripts.

Finally, Letters of Commitment from proposed Key Personnel and Senior Technical Personnel, not currently employed by the Offeror should be provided.

### **Volume III: Past Performance (Evaluation Factor 3)**

Offerors shall submit the following information as part of their proposal.

- Past performance information should consist of recent and relevant contracts for work of similar scope, scale, and operating environment related to scientific, technical and engineering support in support of terminal decontamination planning for scientific/industrial structures at the facility scale.
- List of the last 3 Programs and/or Contracts completed during the past 5 years and ALL PROGRAMS and/or CONTRACTS currently being performed that are similar in nature to the solicitation work-scope. (It is recognized that support of a multi-year program may include multiple contracts.) Programs/Contracts listed may include those entered into by the Federal Government, international clients, agencies of state and local governments and commercial concerns. Offerors may also submit past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.

Include the following information for each Program, Contract or Subcontract listed, as available. If certain information requested below is deemed client confidential and cannot be provided, this should be noted accordingly.

1. Name of Contracting Organization
2. Title of Program/Project
3. Contract Number (for subcontracts, provide the prime contract number and the subcontract number)
4. Contract Type
5. Date of award, period of performance, and place of performance
6. Total Contract Value (including options)
7. Description of Requirement / Scope of Work
8. Contracting Officer's Name and Telephone Number
9. Technical Reference (Client) Point of Contact Name and Telephone Number
10. North American Industry Classification System (NAICS) Code

The offeror may provide information on problems encountered on the identified program/contracts and the offeror's corrective actions.

The information cited above will be gathered from the offeror's points of contact or other sources.

Offerors with no past performance will result in assignment of a neutral rating, which will indicate neither a favorable nor unfavorable evaluation rating.

The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

### ***Attachments to Volume III***

The RFP includes a Past Performance Questionnaire that offerors must send to the previous clientele identified and referenced in their proposal for them to complete and send directly to DHS. The references shall forward their completed questionnaires directly to [Robert.Marosz@hq.dhs.gov](mailto:Robert.Marosz@hq.dhs.gov) and [Joseph.Pianese@hq.dhs.gov](mailto:Joseph.Pianese@hq.dhs.gov), NOT BACK TO THE OFFEROR by the closing date of this solicitation. It is the responsibility of the Offeror to ensure its customer references return the surveys directly to DHS on time. Surveys received late may be accepted and reviewed at the discretion of the Contracting Officer if the Contracting Officer determines that it will not cause undue delay to the procurement process.

### **Volume IV: Small Business Subcontracting Plan/Participation (Evaluation Factor 4)**

Offerors shall submit a small business subcontracting plan in accordance with FAR 19.704; and the goals stated below shall be utilized for developing the small business subcontracting plan. In addition, Offerors shall provide a record of previous performance in carrying out the goals of subcontracting plans by including two (2) Summary Subcontracting Reports for recent individual contracts. If the Offeror has had no previous contracts requiring a subcontracting plan, please include a statement to that effect.

The DHS subcontracting goals for Fiscal Year 2023 are listed below:

<b>DHS Small Business Subcontracting Goals</b>	
<b>Category</b>	<b>Percentage</b>
Small Business	43.00%
Women Owned Small Business	5.00%
Small Disadvantaged Business	5.00%
Service-Disabled Veteran-Owned Small Business	3.00%
HUBZone Small Business	3.00%

### **Volume V: Cost/Price (Evaluation Factor 5)**

- 1) Proposed costs and prices shall be provided using the attached cost/price spreadsheet template which includes a number of scope assumptions to help guide offerors in preparing their proposal materials. The spreadsheet also includes several “plug-in numbers” for *Materials and Supplies* for various tasks, to be used to enable bidders to increase the accuracy of their estimating, and also to allow for more detailed consideration of the technical approach presented, in keeping with the relative ranking of the evaluation factors.

The Offeror shall also provide a stand-alone document (or spreadsheet) presenting the proposed labor mix, labor hours, travel, and ODCs by task/subtask and by each period of performance. This information shall be presented similar to the BOE tab in Appendix A, but shall not include pricing information (Wages, Fringe, Overhead, G&A, and Fee). This document is intended to be shared with the Technical Evaluation team to determine cost

[realism of the proposed work to be performed.](#)

Additionally, to assist Offerors with assessing the magnitude of services to be performed during contract performance, the Government estimates the total cost to meet all requirements for the entire 10-year period of performance to be approximately \$25.5M to \$28.5M. Any proposal that is not within this range shall include an explanation that specifically draws the Government's attention to any unique technical or management aspects of the proposal the Offeror would like the Government to consider in the evaluation of cost realism, price reasonableness, and assessment of best value tradeoff.

- 2) Compensation Plan – The Offeror shall provide their compensation plan in accordance with FAR Provision 52.222-46.
- 3) **Notification to Offerors of Contractor Services in Support of the Selection Process**

(a) Offerors are advised that employees of the firms identified below may serve as Source Selection non-voting administrative advisor members in the source selection process. These individuals will be authorized access to only those portions of proposal data and discussions that are necessary to enable them to perform their respective duties. These firms are expressly prohibited from competing on the subject acquisition and from scoring or rating of proposals or recommending the selection of a source. In keeping with their existing non-disclosure agreements and the terms and conditions of their respective contracts with DHS, these individuals are expressly prohibited from disclosing any proprietary information they may encounter as part of this support activity with anyone within their companies, or any other unauthorized parties.

The Haskell Company  
622 Emerson Road, Suite 600  
St. Louis, Missouri 63141  
Attention: Jeff Juris, Vice-President/Division Manager  
Telephone: 314-517-9057  
E-mail: [jeff.juris@haskell.com](mailto:jeff.juris@haskell.com)

MPR Associates  
320 King Street, Suite 400  
Alexandria, VA 22314  
Attention: Jeffrey Gratz, Technical Point of Contact  
Telephone: 703-519-0526  
E-mail: [jgratz@mpr.com](mailto:jgratz@mpr.com)

Tunnell Government Services, Inc.  
6701 Democracy Boulevard  
Suite 405  
Bethesda, MD 20817  
Attention: Karen Padmore, Director of Contracts  
Telephone: 202-538-2513

E-mail: [karen.padmores@tunnellgov.com](mailto:karen.padmores@tunnellgov.com)

Avantus Federal  
8281 Greensboro Dr.  
Suite 400  
McLean, VA 22102  
Attention: Brian Freiburger, Director, Homeland, Law Enforcement, Civilian Division  
Telephone: 571-446-3218  
E-mail: [bfreiburger@avantusfederal.com](mailto:bfreiburger@avantusfederal.com)

Logistics Management Institute  
7940 Jones Branch Drive  
Tysons, VA 22102  
Attention: Michele Lewandoski, Subcontracts Administrator  
Telephone: 571-209-2576  
E-mail: [michele.lewandoski@lmi.org](mailto:michele.lewandoski@lmi.org)  
Attention: Anthony Bonanno, Project Leader  
Telephone: 202-254-5839  
E-mail: [abonanno@lmi.org](mailto:abonanno@lmi.org)

(b) In accomplishing their duties related to the source selection process, the aforementioned firms may require access to proprietary information contained in the Offerors' proposals. Therefore, pursuant to FAR 9.505-4, these firms must execute an agreement with each Offeror that states that they will (1) protect the Offeror's information from unauthorized use or disclosure for as long as it remains proprietary, and (2) refrain from using the information for any purpose other than that for which it was furnished. To expedite the evaluation process, each Offeror must contact the firms above to effect execution of such agreements prior to submission of proposals. Each Offeror shall submit copies of the agreements with their proposal, included in Volume V.

- 4) If available, Offerors shall provide their DCAA/DCMA negotiated forward pricing rates agreements (FPRAs) or DCAA/DCMA forward price rates recommendation (FPRRs) including the rate letters issued by DCAA/DCMA. If FPRRs or FPRAs are not available (or do not include a proposed Indirect Expense Rate, or a different rate is proposed) the Offeror shall indicate how they have computed and applied their indirect costs, including cost breakdowns, as well as show trends and budgetary data to provide a basis for evaluating the reasonableness and realism of the proposed rates, clearly indicating the rates used with an appropriate explanation.
- 5) Offeror's shall provide audited evidence of an Approved Accounting System in accordance with FAR Part 16.3.

**(End of Section L)**

## SECTION M – EVALUATION FACTORS FOR AWARD

### M.1.0 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS FAR CLAUSES

#### M.1.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<https://www.acquisition.gov/>

Provision	Title and Date
52.217-5	Evaluation of Options (Jul 1990)

#### M.1.2 FAR PROVISIONS INCORPORATED BY REFERENCE

### M.2.0 EVALUATION FACTORS

#### M.2.1 FACTOR IDENTIFICATION

The evaluation factors detailed below will be used to evaluate the offerors' proposals received in response to the PIADC PICS STENS Program Request for Proposals. The relative importance of the factors is presented in Section M.3.0 below in order for offerors to understand their relative importance to the evaluators as part of this process. Evaluators will perform an evaluation based on these Factors and their relative importance. In accordance with FAR 15.101-1, the Government will utilize the best value tradeoff process for this procurement.

#### FACTOR 1 – TECHNICAL APPROACH

The technical approach is prioritized as the leading evaluation factor given the overarching need to assess the offeror's ability to meet the entire scope of the solicitation requirements. Offerors should demonstrate that they (1) fully comprehend the recognized technical complexity and risks associated with this scope, and (2) present a viable, defensible, and technically sound approach to addressing each aspect of the requirement. Evidence of successful application of analogous approaches on past projects should also be addressed within this section, as appropriate.

- **Element 1 – Technical Approach to Scientific Scope**  
The Government will evaluate how the Offeror's proposal explicitly demonstrates an understanding of the technical scope required and the method planned to accomplish it.

Specifically relevant is the demonstration of and experience and knowledge involving scientific work with a variety of decontamination methods, and in a variety of applicable settings.

- **Element 2 –*Technical Approach to Engineering/Technical Scope***

The Government will evaluate how the Offeror’s proposal explicitly demonstrates an understanding of the technical scope required and the method planned to accomplish it. Engineering and related technical services will be critical for performing a number of task areas specified within the requirement and will necessitate both onsite and offsite services. This will entail primary execution of PICS critical path activities including strategic planning; translating down-selected decontamination and associated processes (sampling, validation, etc.); enabling regulatory interface; structural, mechanical, etc. engineering support for facility modifications necessary to enable decontamination. The technical approach for each activity, and how they engage with related activities in other task areas, should clearly demonstrate the requisite level of competence necessitated for the scope.

- **Element 3 –*Resource Utilization Approach***

The Government will evaluate the extent the Offeror’s proposal demonstrates their:

- Availability of reach back expertise -  
Key to this is access to a cadre of SMEs representing a range of expertise and experience in biological decontamination of facility-scale biocontainment laboratories. These individuals should be available to work both onsite and remotely, using a labor mix deemed appropriate for the stated activities, along with additional tasks that may arise during the period of performance.
- Approach for utilization of subcontractors that may be performing and/or managing critical tasks (i.e., Key Subcontractors). This should demonstrate a cohesive management approach, along with technical expertise for the selected Key Subcontractor(s).
- Approach/availability of offsite facilities to provide support (international, academic, Contract Research Organization (CRO), or owned) as needed to augment any PIADC-specific activities.
- Availability of PIADC federal technical staff, primary pathogens, testing and evaluation infrastructure remains undefined, and may be impacted by any variation in the overall PICS schedule, timing of mission transition, and other extrinsic variables. As such, the offeror shall propose scientifically justifiable alternatives, such as studies demonstrating equivalency and utilizing surrogate, non-select agent target organisms to account for this eventuality. The ability to provide testing capabilities using target select agent organisms at locations other than Plum Island, or other alternative approaches, is also desirable.
- Proposed Labor Mix (versus any provided plug-in numbers in the cost template) must demonstrate a complete understanding of the scope and a realistic implementation approach.

- **Element 4 –*Plan to Translate/Apply Output from Scientific Scope into Practice***

The Government will evaluate the extent the Offeror’s proposal demonstrates the approach to facilitating transition of results of scientific investigations into application, which is an integral component of the Government’s requirement. The technical approach must demonstrate a thorough understanding of the inherent challenges associated with this activity,

in addition to presenting a logical approach to execute the decontamination and validation process at the facility level (i.e., at PIADC). As part of the DHS S&T foundational knowledge workstream, this should entail both contract-specific translation and application, as well as contribution to the greater discipline, i.e.:

- As part of the PICS mission scope
- For external use – publications, contribution to practice, foundational knowledge.

## **FACTOR 2 – MANAGEMENT APPROACH**

The offeror’s management approach shall demonstrate considerable capability to oversee and coordinate the multiple tasks and the multi-disciplinary technical emphasis involved in this requirement. Affiliated with the oversight capability is the need to proactively manage the spectrum of risks that are recognized as inherent to the PICS decontamination program, along with the need to address any other routine challenges that are anticipated during the Period of Performance (POP). In order to ensure that public, regulatory and scientific community confidence in the decontamination effort meets or exceeds all regulatory requirements, relevant environmental/scientific standards and best practices, it is imperative that decontamination planning and validation testing are performed independently from the performance of decontamination work without an actual or potential conflict of interest. In addition to other requested information, Offerors should clearly and in detail articulate in their responses to the elements below how their organizational structure supports this important and necessary separation of functions, and how execution of their management plan will ensure that they maintain a firewall of independence between the performance of the actual decontamination work, and the planning of the decontamination work and the validation testing of successful decontamination completion. Key elements that are prioritized as part of the management specification are itemized as noted.

- **Element 1 – Risk Management Capabilities/Plan**

The Government will evaluate the extent the Offeror’s proposal provides the risk management element of the management approach and demonstrates a thorough understanding of prioritized risks, and the impact of each risk to the entire program. This includes but is not limited to planning and executing scientific endeavors, developing methodologies for application, facilitating complex facility modifications, conducting strategic planning to achieve consensus, facilitating formal engagement with regulatory authorities, etc. Similarly, knowledge of and experience providing effective and realistic mechanisms for risk mitigation should similarly be demonstrated. At a minimum, this should include the following:

- Risk register; and
- Mitigation approaches.

- **Element 2 – Management Structure & Key Personnel**

The Government will evaluate the extent the Offeror’s proposal provides an illustration of proposed management organization, including Key Personnel, and how the organization will interface with Government and other performing/involved entities (e.g., federal, regulatory, etc.) to effectively achieve required objectives. Qualifications/expertise of Key Personnel

leading technical areas or managing aspects of the project will be evaluated (e.g., education, credentials, duration and type of experience, etc.). This may include any Key Personnel leading and/or managing critical Key Subcontractor efforts. At a minimum, Key Personnel should include: Lead Scientist, Lead Engineer, Project Manager, and On-site (PIADC) Operational Manager. Also identify, as appropriate, Teaming partners (if Teaming with another Contractor) and Key Subcontractors, including their expected roles and Key Personnel.

- **Element 3 – Management Plan – Detailed Outline**

The Government will evaluate the extent the Offeror's proposal provides a detailed outline of a management plan demonstrating capability and understanding of the requirement. The detailed outline should adequately address the following aspects, at a minimum.

- Scheduling – Capability for project scheduling in general (in Primavera (preferred) or MS Project), and in alignment with overarching closure and transition milestones including deliverables.
- Integrating multi-disciplinary activities (science, technical, engineering, laboratory operations, regulatory requirements, etc.) including interfaces with PICS PMO stakeholders.
- Quality management/quality control – Processes for ensuring the quality of services provided and products produced and associated reporting processes, including analysis of performance, identifying and tracking improvement actions to closure and managing changes.

- **Element 4 – Communications Approach**

The Government will evaluate the extent the Offeror's proposal provides a well-defined approach for communicating and coordinating activities with other parties. Teaming Partners/subcontractors, federal staff (technical, scientific), Operations & Maintenance (O&M) Contractor, regulators, third party verifiers, etc., should be included.

### **FACTOR 3 – PAST PERFORMANCE**

Past performance will be evaluated to determine how well an offeror has performed recent, relevant projects involving multiple, applicable technical disciplines (e.g., science, engineering, etc.) at facility-scale (i.e., comparable magnitude) and involving similar complexity. This enables the Government to assess whether the offeror can supply the requisite services with a satisfactory degree of competence, based on their records of performance. In terms of complexity and risk, the evaluation will entail aspects such as the type of biological pathogens present, level of regulatory engagement, degree of independence, development and application of technical methods, performance of any physical modifications. The offeror's past performance on contracts of similar size, content, complexity, and relevance to the STENS effort, as well as the quality of the offeror's overall past performance, will be evaluated. Specific areas for evaluation include the following:

- Scale/Complexity of relevant decontamination project practices
- Comparable risk level – pathogens, regulatory environment, level of public interest
- Demonstrated capability of providing independent execution of scientific/technical scope

- Demonstrated capability to translate scientific/technical findings into practice, and
- Prior experience utilizing scientific analyses to support the design and execution of testing programs.

In addition, information regarding the offeror's past performance accessible through CPARS/PIPRS, and any other performance information that may be accessed, or may become available, will also be included in the Government's evaluation.

#### **FACTOR 4 – SMALL BUSINESS SUBCONTRACTING PLAN/PARTICIPATION**

The Government will evaluate each offeror's proposed small business participation. The Government shall evaluate the subcontracting plan for compliance with FAR 19.704; the proposed approach in meeting or exceeding DHS subcontracting goals for small businesses, small disadvantaged businesses, women-owned small businesses, service-disabled veteran-owned small businesses, and HUBZone small businesses will be evaluated; and the offeror's past experience in meeting proposed subcontracting goals on past contracts will also be evaluated.

#### **FACTOR 5 – COST/PRICE**

The Government will evaluate the reasonableness and cost realism of the offeror's proposed cost/price for the entire 10-year potential contract. The Government will evaluate the offeror's proposal for reasonableness and realism in accordance with FAR 15.404 and the proposed Compensation Plan in accordance with FAR Provision 52.222-46 *Evaluation of Compensation for Professional Employees*.

In order to determine the reasonableness and realism, evaluation of an offeror's proposal may include verification of the rates proposed by the prime Contractor and its subcontractors. Such verification requires a determination that both direct (i.e., labor, travel, materials) and indirect (i.e., overhead, fringe and G&A) rates and any special cost factors are reasonable, allocable, allowable, consistent with accepted factors and FAR subpart 31.2 allowable accounting/estimating policies. The Defense Contract Audit Agency (DCAA) or a DHS privately contracted accounting firm may be called upon to assist in the determination.

An offeror's cost/price proposal must be consistent with the offeror's proposed technical and management approaches. Proposals that exhibit the following characteristics may be deemed to show an inherent lack of technical competence or failure to comprehend the complexity and risk of the contract requirements:

- Unrealistically low or high total costs (as compared to the Government estimate and/or other competitive proposals submitted in response to this solicitation).
- Unbalanced pricing, which exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated.

The government will not award a contract based on a proposal that is deemed to be unreasonable. Also, under the cost realism review, the Government will determine the probable cost of

performance, which will be used for purposes of evaluation to determine the best value (see FAR 15.404-1(d)).

**M.2.2 TRADEOFF PROCESS**

In accordance with FAR 15.101-1, the Government will utilize the best value tradeoff process for this procurement. This process allows for a tradeoff between non-cost factors and price and allows the Government to accept other than the lowest priced proposal or other than the highest technically rated proposal to achieve a best value contract award. The basis for award of a contract as a result of this Solicitation will be an integrated assessment by the Source Selection Authority of the results of the evaluation performed by the SSEB based on the evaluation Factors and their importance as indicated in this appendix. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract is in the Government's best interest. Accordingly, the Government may award to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

The contract resulting from this Solicitation will be awarded to that responsible offeror whose offer, conforming to the Solicitation, in the Government’s estimation, provides the best value in response to the requirement.

**M.3.0 EVALUATION METHODOLOGY**

The relative importance of the four (4) non-cost evaluation factors and the single cost evaluation factor are as follows:

Factors 1 and 3 are of equal importance and are significantly more important than Factors 2 and 4. Factor 2 is significantly more important than Factor 4. The non-cost/price factors when combined are significantly more important than the cost/price factor.

Adjectival ratings are tailored to this procurement. The subsequent tables in this section represent ratings that apply to Factors 1, 2, 3 and 4 as opposed to the proposal on a whole.

<b>Rating System for Technical and Management Evaluation (Factors 1 and 2)</b>	
<b>Rating</b>	<b>Definition</b>
Superior	Proposal demonstrates an excellent understanding of the requirements and an approach that significantly demonstrates the ability to successfully perform. Proposal has one or more strengths that will significantly benefit the Government and risk of unsuccessful performance is extremely low.
Good	Proposal demonstrates a thorough understanding of the requirements and an approach that demonstrates the ability to successfully perform. Proposal has one or more strengths that will benefit the Government and risk of unsuccessful performance is low.
Satisfactory	Proposal demonstrates a basic understanding of the requirements and an approach that demonstrates the ability to successfully perform. Proposal presents an acceptable solution with few or no strengths and risk of unsuccessful performance is moderate.

<b>Rating System for Technical and Management Evaluation (Factors 1 and 2)</b>	
<b>Rating</b>	<b>Definition</b>
Marginal	Proposal demonstrates a shallow understanding of the requirements and an approach that only marginally demonstrates the ability to perform at a minimal but acceptable contract performance. Significant weaknesses or deficiencies exist that may not be correctable without major proposal revisions. The risk of unsuccessful performance is high.
Unsatisfactory	Proposal fails to meet requirements and one or more deficiencies exist for which correction would require a major revision or redirection of the proposal. A contract cannot be awarded with this proposal.

<b>Rating System for Past Performance Evaluation (Factor 3)</b>	
<b>Rating</b>	<b>Definition</b>
Neutral	No relevant past performance record is identifiable upon which to base a meaningful performance rating. A search was unable to identify any relevant past performance information for the offeror, Key Personnel, or subcontractors. This is neither a negative nor positive assessment.
Superior	Based on the offeror’s past performance record, it is highly likely that the offeror will successfully perform the required effort.
Satisfactory	Based on the offeror’s past performance record, it is likely that the offeror will successfully perform the required effort.
Unsatisfactory	Based on the offeror’s past performance record, it is not likely that the offeror will successfully perform the required effort.

<b>Rating System for Small Business Subcontracting Plan/Participation (Factor 4)</b>	
<b>Rating</b>	<b>Definition</b>
Satisfactory	The offeror’s SB subcontracting goals demonstrate a reasonable approach toward meeting the DHS SB goals; the offeror demonstrated success in meeting SB goals on past contracts; and the offeror’s Subcontracting Plan complies with the requirements of FAR 19.704.
Unsatisfactory	The offeror’s SB subcontracting goals do not demonstrate a reasonable approach toward meeting the DHS SB goals; or the offeror did not demonstrate success in meeting SB goals on past contracts; or the offeror’s Subcontracting Plan fails to meet the requirements of FAR 19.704.

**M.3.1. DISCUSSIONS**

The Government does not contemplate holding discussions and intends to award a contract on the basis of the initial offers received. Therefore, each initial offer should contain the offeror’s best terms from a cost/price, technical, and terms and conditions standpoint. However, the Government reserves the right to hold discussions, if necessary, with only those offerors determined to have a reasonable chance for award, and thus in the “competitive range.”

**(End of Section M)**

**XXXXXXXXXX END OF SOLICITATION 70RSAT23R00000004 XXXXXXXXXXXX**