



ACQUISITION DIRECTORATE

**DEPARTMENT OF DEFENSE
WASHINGTON HEADQUARTERS SERVICES
1155 DEFENSE PENTAGON
WASHINGTON, DC 20301-1155**



REQUEST FOR PROPOSAL

Date: August 19, 2019

Subject: Request for Proposal # HQ003419R0183

Title: OUSDI Strengthening Insider Threat Support Services

The Department of Defense (DoD), Washington Headquarters Services (WHS), Acquisition Directorate (AD) intends to issue a Firm Fixed-Price (FFP) contract for Strengthening Insider Threat on behalf of the Office of the Under Secretary of Defense for Intelligence (OUSDI).

This solicitation is for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) 19.804, "Evaluation, Offering, and Acceptance". Proposal will be evaluated in accordance with FAR 19.8 "Contracting with the Small Business Administration (The 8(a) Program)". This announcement incorporates provisions and clauses in effect through the Federal Acquisition Circular.

This solicitation is a Request for Proposal (RFP). The associated North American Industrial Classification System (NAICS) code for this procurement is 541611, Administrative Management and General Management Consulting Services with a small business size standard of \$15M. The Period of Performance (PoP) structure for the subsequent contract is one 10-month base period and two 12-month option periods.

INSTRUCTIONS TO OFFERORS

General Proposal Preparation Instructions:

Information requested within this RFP shall be furnished in writing, shall be prepared in accordance with the instructions provided, and shall conform to all aspects of this RFP and its attachments. To aid in the evaluation, submitted responses shall be clearly and concisely written, as well as be neat, indexed and logically assembled. The Offeror must submit a response to the solicitation consisting of the items described below. The submission of these items to the Government will constitute the Offeror's compliance with the terms and conditions of this RFP.

The information requested, and the manner of submittal is essential to permit prompt evaluation of the **proposal** on a fair and uniform basis. Accordingly, any response in which material information requested is not furnished, or where indirect or incomplete answers or information are provided, may be considered non-compliant for evaluation.

The following introductory information is required on the first page of Volume I of the submitted proposal and shall be titled Cover Letter:

- (a) RFP Number & Title,
- (b) Name and address of Offeror,
- (c) Name, telephone number & email address of main point-of-contact for Proposal submission,
- (d) Name, telephone number & email address of main point-of-contact for contract administration,
- (e) Date of submission,
- (f) Name, title and signature of authorized representative,
- (g) Taxpayer ID number, CAGE Code & DUNS number; and
- (h) Exceptions to RFP/Performance Work Statement
- (i) Business size under NAICS 541611.

Offeror shall use standard 8 ½ x 11" size paper with, at minimum, 3/4" margins on all sides. The entire written proposal submission shall use Times New Roman or other plain font that is easily decipherable and, at minimum, a 12 point font size for text and a 10 point font size for tables and graphics. All pages shall include page numbering. Any pages in excess of the specific page limitations for each factor as outlined below may not be considered.

The Government will not pay any expenses incurred by any Offeror for the preparation and submission of a proposal in response to this RFP. The Offeror is cautioned to ensure that their quotation is complete, addresses all requirements, reflects the evaluation factors and is submitted on the most favorable terms (price and technical) to reflect their best proposal. The Offeror is strongly encouraged to be succinct, clear, and concise in writing their proposal. Bullet-sized or outline formats are welcomed where appropriate.

Technical Proposal Content & Instructions:

Responses shall be separated into three Volumes and organized in the following manner:

- Volume I – Technical Approach
- Volume II –Key Personnel
- Volume III – Price

In order for the proposal to be evaluated strictly on the merit of the material submitted, the volumes shall be submitted in separate documents. Volume I and Volume II shall **not** include any price information. Pricing data is prohibited in, and shall be omitted from, Volume I and Volume II.

The Offeror is advised to supply all information in the sequence and format as specified in the table below. The proposal must provide a sufficient basis for a thorough evaluation and contain the information necessary for evaluation in accordance with the evaluation factors detailed below. The Offeror shall provide the requested information within the designated evaluation factor. Any requested information placed outside of the designated factor will not be considered or evaluated.

<u>Volume</u>	<u>Factor</u>	<u>Title</u>	<u>Page Limits</u>
I.	1	Technical Approach	Overall Page Limit: Ten (10) numbered pages Excluded from Overall Page Limit: Table of Contents and Cover Letter
II.	2	Key Personnel	Six (6) Key Personnel Resume: 3 Pages each, 18 pages max. The Key Personnel template is excluded from page count.
III.	3	Price	No Limit for the price proposal and/or any supporting narrative information.

For the evaluation of each of the evaluation factors, Offeror shall provide the following information:

Evaluation Factor 1: Technical Approach

The proposal must contain a clear and complete description of the Offeror's proposed technical approach to accomplishing the requirements outlined in the PWS Section 1.3 and 3.0. Technical responses shall contain sufficient content for the Government to determine whether Offeror understands the PWS requirements. To demonstrate understanding, the Offeror shall propose acceptable methods to accomplish tasks listed in PWS.

As part of the technical approach, the Offeror shall provide a transition-in plan addressing the transition activities outlined in PWS Section 10, Transition In. The offeror shall address any potential issues and mitigation strategies that may be encountered during the project.

Evaluation Factor 2 Key Personnel

The Offeror shall submit a completed Attachment 04- Key Personnel Template (excluded from the volume page count).

In addition to the Key Personnel template, the Offeror shall provide a resume for each of the six (6) proposed Key Personnel. The resumes shall demonstrate that the individual meets or exceeds the personnel requirements listed in Sections 4.0 of the PWS. Where the individual has one or more of the preferred skills and experiences listed at PWS Section 4.0, the resume shall demonstrate how the individual meets the preferred attribute(s). The resumes shall detail any other experience and skills relevant to the tasks of the PWS. *Resumes of any proposed personnel not currently employed by the Offeror, or a subcontractor or teaming partner of the Offeror, must contain a statement signed by the individual that using their resume for this solicitation is authorized.*

All six (6) resumes shall contain the following information:

- Name
- Project assignment
- Name of firm with which associated
- Name of PWS-defined labor category covering the individual's services
- Years of experience with current firm and other firms identified
- Education to include degree(s) and specialization
- Currency, quality and depth of experience in working on similar projects;
- Ability to meet security requirements of PWS Sections 8.0;
- Percentage of time available to the task order;
- Experience and qualifications relevant to the task order; and
- Location of the office to which this individual will be permanently assigned during the period of performance of the task order.

Submitted resumes must meet all of the requirements of the PWS-defined labor category under which they are proposed. Where a resume does not meet the PWS-defined position the proposal will receive a rating of "Unacceptable" rating for Evaluation Factor 2 will make the proposal unawardable and the Offeror will be ineligible for award and not evaluated further. .

Pricing Content & Instructions:

All pricing shall be provided in the attached spreadsheet format (Attachment 03 – Pricing Template) compatible with Microsoft Excel version 2003 or 2007 or higher. In its price submission, the Offeror's Microsoft Excel Pricing Template spreadsheet shall contain no locked or hidden cells and all formulas viewable and accessible.

For CLIN 0001, the Offeror shall prepare a Firm Fixed-Price proposal for a ten (10) month base period. For CLINs 1001 and 2001 Offerors shall prepare a Firm Fixed-Price proposal for two (12) month option periods. For summary, the Offeror shall complete the provided pricing summary formats (Attachment 03 – Pricing Template). The Offeror shall provide within the Attachment 03 – Pricing Template an overall pricing summary that lists labor categories; total Full Time Equivalents (FTEs), total hours, hourly rates, contract rates, discounted rate percentage, total price, and any other price build-up for the Base Year and the two Option Periods.

Additionally, the Offeror shall complete within the Attachment 03 – Pricing Template a CLIN pricing summary table, detailing unit prices, Contract Line Item Number(s) CLIN(s) total amounts, and a summary of all contract performance periods detailing the overall total proposed price of the contract.

For CLINs 0002, 1002 and 2002, the Offeror shall not propose price information for the Travel ODC CLINs as it will be administered on a not-to-exceed basis.

EVALUATION CRITERIA & AWARD

Basis for Award:

The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal conforming to the solicitation will be most advantageous to the Government, price and other factors considered in accordance with FAR 19.8 “Contracting with the Small Business Administration (The 8(a) Program). The Government may reject any offer that is not in compliance with the terms and conditions of the solicitation.

The initial proposal should contain the Offeror's best terms from a price and technical standpoint. However, the Government reserves the right to request revisions if the Contracting Officer later determines the need. The Government may reject any offer that is not in compliance with the terms and conditions of the solicitation.

The Offeror's written submission will be reviewed and evaluated on an adjectival basis for Evaluation Factor 1 and Evaluation Factor 2 as either Acceptable or Unacceptable. Simple statements of compliance/reiteration (i.e., “understood”; “will comply”), without a detailed description of how compliance will be met, may not sufficiently demonstrate the Offeror's ability to meet the technical requirements and may result in a rating of Unacceptable. In order to be considered for award, the proposal must receive an evaluated rating of Acceptable for Evaluation Factor 1 and Evaluation Factor 2.

Technical evaluations will be conducted using the following adjectival ratings scale and definitions:

Acceptable: The proposal meets all requirements and demonstrates an acceptable understanding of the goals and objectives of the acquisition. Risk of unsuccessful performance is low.

Unacceptable: The proposal fails to demonstrate an understanding of the goals and objectives of the acquisition and fails to meet all minimum requirements. The proposal has one or more

Evaluation Factors:

Evaluation Factor 1: Technical Approach

Proposal submissions for this evaluation area shall demonstrate the Offeror's ability to accomplish the requirements in the PWS Section 3.

Specifically, the Government will evaluate:

- a) Does the Offeror's proposed Technical Approach demonstrate a complete understanding of the requirement tasks and deliverables of the PWS by providing detailed descriptions of how they intend to accomplish the tasks in PWS Section 3?
- b) Does the Offeror demonstrate acceptable methods of providing program support and analysis with a specific focus on policy, oversight, and guidance assisting customers in their ability to conduct and integrate the monitoring, analysis, reporting, and response to insider threats?
- c) Does the Offeror provide a transition-in plan addressing the transition activities outlined in PWS Section 10, Transition that addresses any potential issues and mitigation strategies that may be encountered during the project?

Note: Receipt of an "Unacceptable" rating for Evaluation Factor 1 will make the proposal unawardable and the Offeror will be ineligible for award and not evaluated further.

Evaluation Factor 2: Key Personnel

Proposal submissions for this evaluation area shall demonstrate the Offeror's ability to accomplish the requirements in the PWS Section 4. Specifically the Government will evaluate:

- a) Does the Offeror demonstrate that each of the six (6) proposed Key Personnel resume meets or exceeds the personnel requirements and the preferred skills and experience listed in Section 4 of the PWS, and the extent to which the submitted resumes contain technical experience and skills that are relevant and applicable to PWS tasks.

Note: Receipt of an "Unacceptable" rating for Evaluation Factor 2 will make the proposal unawardable and the Offeror will be ineligible for award and not evaluated further.

Evaluation Factor 3: Price

The Government will evaluate the price proposal in accordance with the information below.

The Offeror's price proposal will be evaluated to determine if it is complete, fair and reasonable. Additionally, award will further be contingent upon determinations of contractor responsibility.

Price will not be rated adjectivally, but will be evaluated based on a comprehensive review. The Price volume will be evaluated with regard to accuracy and completeness based on information in the Offeror's submission. This process will involve verification that figures are correctly calculated, prices are presented in the requested format, and that proposed rates and discounts are accurate. Additionally, the Government will determine fair and reasonable pricing by using techniques identified in FAR 15.404-1.

The Government will calculate the Offeror's Total Evaluated Price as follows:

STEP 1: CLINs 0001, 1001, 2001: The firm-fixed-price portions will be factored into the total evaluate price by multiplying the proposed labor rate by proposed labor hours for each labor category for the 10-month base and two 12-month options, using the provided Attachment 03 – Pricing Template.

STEP 2: CLINs 0002, 1002, 2002 (T&M): The travel CLINs will be factored into the total evaluate price using the not-to-exceed amount as provided in Attachment 03 – Pricing Template.

For the purpose of evaluation under this RFP, the Offeror's total evaluated price will include one 10-month base period, two 12-month option periods. Evaluation of options will not obligate the government to exercise the options.

Note: Price will not be evaluated for a Offeror receiving an adjectival rating of “Unacceptable” for Factor 1 or Factor 2.

SUBMISSION INSTRUCTIONS

Questions about the RFP must be submitted via email no later than **10:00 AM, EDT, on Tuesday, August 20, 2019** to the Contract Specialist, Mrs. Syreeta Donald at Syreeta.a.Donald.civ@mail.mil and cc to Contracting Officer, Ms. Rashida Webb at Rashida.d.Webb.civ@mail.mil. When submitting questions, please include in the subject line “*RFP# HQ003419R0183, OUSDI Strengthening Insider Threat Support Services - Questions*”. Answers to questions will be provided as an amendment to the RFP and will be provided to the potential Offeror via email.

Electronic copies of your final proposal submission (Volumes I and II) shall be received no later than **10:00 AM, EDT, on Monday, August 26, 2019**. Electronic copies of submissions shall be emailed to the Contract Specialist, Mrs. Syreeta Donald at Syreeta.a.donald.civ@mail.mil and cc to Contracting Officer, Ms. Rashida Webb at Rashida.d.Webb.civ@mail.mil no later than the date and time specified above. When submitting your proposal, please include in the subject line “*RFP# HQ003419R0183, OUSDI Strengthening Insider Threat Support Services*”.

The Offeror is requested to submit a proposal (via a single email size permitting) to include a Microsoft Word document with Volume I and II, and a Microsoft Excel document attachment for Volume III. These submission instructions will also apply to any future correspondence, as applicable, in response to this RFP.

Attachments

The following attachments constitute the complete RFP solicitation and are hereby incorporated by reference:

- | | |
|------------------|---|
| 1. Attachment 01 | RFP HQ003419R0183 (SF 1449) to include Provisions and Clauses |
| 2. Attachment 02 | PWS |
| 3. Attachment 03 | Pricing Template |
| 4. Attachment 04 | Key Personnel Template |
| 5. Attachment 05 | DD 254 |
| 6. Attachment 06 | NDA (Contractor) |
| 7. Attachment 07 | Q&A Template |

PERFORMANCE WORK STATEMENT

Office of the Under Secretary of Defense for Intelligence (OUSD(I))

STRENGTHENING INSIDER THREAT SUPPORT SERVICES

August 19, 2019

1. INTRODUCTION

1.1 BACKGROUND

The USD(I) is the principal staff assistant and advisor to the Secretary of Defense and the Deputy Secretary of Defense on intelligence, counterintelligence, security, sensitive activities, and other intelligence-related matters. The USD(I) exercises the Secretary of Defense's authority, direction, and control over the Defense Agencies and DoD Field Activities that are Defense intelligence, counterintelligence, or security Components and exercises planning, policy, and strategic oversight over all DoD intelligence, counterintelligence, and security policy, plans, and programs.

The USD(I) is supported by the Director for Defense Intelligence (Technical Collection & Special Programs) (DDI TC&SP), Director for Defense Intelligence (Warfighter Support) (DDI (WS)), Director for Defense Intelligence (Intelligence and Security) (DDI (I&S)), and Director of Defense Intelligence (Intelligence Strategy, Programs & Resources) (DDI (ISP&R)). In addition, certain offices are Direct Reports to the Under Secretary: Chief of Staff; Human Capital Management Office; Congressional Activities; and Special Access Program Control Office (SAPCO).

1.2 OBJECTIVES

In accordance with Executive Order 13587 and Department of Defense Directive 5205.16, the DoD Components are responsible to develop and maintain an Insider Threat (InT) program to prevent, deter, detect, and mitigate actions by unintentional and/or malicious insiders who may represent a threat to national security or DoD personnel, facilities, operations, and/or resources. The objective is to augment the InT mission to assist in the development and the oversight of the DoD enterprise-wide program. In addition, the contractor will assist OUSD(I) and Components in their ability to conduct and integrate the monitoring, analysis, reporting, and response to insider threats and physical security policy requirements.

1.3 SCOPE

The scope is DoD enterprise wide, including policy development and oversight of the 43 DoD Components' InT Programs. In accordance with Executive Order 13587 and Department of Defense Directive 5205.16, all of the DoD Components are responsible to develop and maintain an insider threat (InT) program to prevent, deter, detect, and mitigate actions by

unintentional and/or malicious insiders who may represent a threat to national security or DoD personnel, facilities, operations, and resources. The OUSD(I) Insider Threat Branch provides policy, oversight, and guidance assisting Components in their ability to conduct and integrate the monitoring, analysis, reporting, and response to insider threats. The contractor shall provide program support and analysis with a specific focus on the Insider Threat Implementation Program.

The work involves identifying and addressing insider threats at the earliest opportunity; and establishing and maintaining the ability to implement information-driven and risk-based detection, prevention, deterrence, response, and protection efforts to mitigate the insider threat. Using and synchronizing all appropriate DoD resources such as LE, CI, information assurance, privacy and civil liberties, and security to mitigate insider threats, contractors will develop policy recommendations on mitigating insider threats and provide general awareness on specific insider threat challenges facing DoD.

2. GENERAL REQUIREMENTS

2.1 NON-PERSONAL SERVICES

The services and performance required under this contract are determined to be not inherently governmental. The contractor shall not perform or give the appearance of performing inherently governmental functions as described in FAR Part 2 and Subpart 7.5, and all applicable DoD policy. The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. All contractor personnel shall identify themselves as contracted support personnel in all forms of communication with all entities with whom Washington Headquarters Services has business dealings. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately.

2.2 BUSINESS RELATIONS

The contractor shall successfully integrate and coordinate all activity needed to execute the requirements specified herein. The contractor shall manage the timeliness, completeness, and quality of the contract deliverables. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of all contractor personnel (including subcontractors). The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3 CONTRACT MANAGEMENT

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to this requirement. The contractor must maintain continuity between the support operations at the Pentagon and the contractor's corporate offices.

The contractor shall establish processes and assign appropriate resources to effectively administer this contract. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support this contract. The contractor shall assign work effort and maintaining proper and accurate time keeping records of personnel assigned to work on this requirement.

2.4 SUBCONTRACT MANAGEMENT

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the Contracting Officer or Contracting Officer Representative (COR).

2.5 CONTRACTOR PERSONNEL, DISCIPLINES, AND SPECIALTIES

An integral part of successful performance under the resultant contract is not only the production of quality products described in Section 3.0, but the responsiveness of contractor personnel in the day-to-day output of work products. While the end product or deliverable is vital to successful performance, day-to-day oversight also includes client interaction and responsiveness. Accordingly, the contractor is required to proactively maintain assigned tasks, and be responsive to all entities with professional business dealings related to the assigned tasks.

The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

2.6 TRAINING

The Contractor shall provide training, as necessary, for their own personnel to ensure that personnel are trained on the common suite of Microsoft Office tools (e.g., Word, Excel, Powerpoint) and other applicable programs. The Contractor shall also ensure that all of its employees have been properly trained and are qualified to perform assigned tasks under this PWS. The Government will provide or coordinate training on any new Government-provided equipment or Government-directed training (e.g., Information Assurance). If such training requires travel on the part of contractor employees, local travel costs (i.e., Metro) shall be borne by the contract personnel.

2.7 TRAVEL

Travel within 100 miles of the National Capital Region will not be reimbursed. Travel outside the National Capital Region will be limited; however the Government will reimburse the contractor for all travel outside the 100 mile limitation that was authorized in advance by the Contracting Officer Representative (COR), for reasonable travel related expenses.

The contractor shall be reimbursed for actual allowable, allocable, and reasonable travel

costs incurred during performance of this effort in accordance with the FAR 31.205-46 "Travel Costs." Requests for approval of costs in excess of maximum per diem rates in accordance with the procedures contained in FAR 31.205-46(a)(3) must be submitted to the Contracting Officer for final approval prior to commencement of travel.

2.8 LOCATION

Work will be performed at the Pentagon, Arlington, VA; Mark Center, Alexandria, VA; or other government sites within the National Capital Region. Performance of the tasks in this PWS may be accomplished via approved telework agreements. In the event of a local or national emergency, operations may be moved to another government facility or additional telework may be authorized.

Contractor personnel must obtain and maintain a Common Access Card (CAC) to access to all IT systems prior to conducting work on this contract. Contractor personnel must also read and familiarize themselves with all organizational mission statements and charters, organizational structures, operating instructions, Standard Operating Procedures (SOP) and policy.

2.9 HOURS OF WORK

Normal workdays are Monday through Friday except US Federal Holidays. Contractor personnel typically work eight (8) hours per day, 40 hours per week. Flextime workers are not permitted to start earlier than 0600 or end later than 0900. Core hours of work are from 0900 to 1500 daily. All employees are expected to be available during core hours.

Contractor personnel are not customarily expected to work on holidays, but holiday work is possible, subject to advance scheduling with the contractor. Recognized Federal holidays are follows:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The amounts in schedule of the contract include an allowance for holidays to be observed. The government will not be billed for such holidays, except when services are required by the government and are actually performed on a holiday.

When the government grants administrative leave to government employees, or is closed as a result of inclement weather, potentially hazardous conditions, or other special circumstances, contractor personnel working at the specific facility/location granted administrative leave may also be dismissed at the discretion of the On-site Manager to the extent that the overall performance is not adversely impacted. The contractor shall at all times maintain

an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the government facility is not closed for the above reasons.

The contractor shall provide the COR a current schedule for its entire staff assigned to the contract, including planned leave. The contractor shall assign alternates to cover assignments of any of its staff that are absent sufficient to ensure that the services are not disrupted.

3. PERFORMANCE REQUIREMENTS (TASKS)

The following section specifies the Performance Objectives and Performance Elements for the contract.

Program/Insider Threat Analysis

The contractor shall:

- Provide assistance in establishing the DoD Enterprise Insider Threat (InT) Policy and Program and/or the development of Insider Threat Policies & Programs Office.
- Collaborate with DoD Components, the Intelligence Community (IC), the Office of the Director of National Intelligence (ODNI), and the National Insider Threat Task Force (NITTF) and on security and Insider Threat matters to further advance the DoD Counter InT mission.
- Assist the OUSD(I) or a DoD Component in the management and oversight of the InT Program. Prepare staff packages, brief policies and represent positions to a broad constituency in a wide variety of fora, and to facilitate working groups to draft formal policy, analyze alternatives, and/or achieve resolution of issues.
- Provide oversight, guidance, and assist in creation of policy in arena of training for InT and develop a roadmap for training across the DoD. Review and establish best practices for the training of InT Program Staff and InT awareness training for the workforce across the DoD or a Component.
- Develop and maintain security and InT performance measures, determining appropriate metrics, methodologies, tools, and procedures. Develop tracking tools, matrices, and templates to efficiently analyze data, identify trends and patterns, and track actions to resolution.
- Identify issues, develop alternatives, provide recommendations, and implement decisions for critical program issues. Conduct special reviews, work sensitive projects, and recommend options to senior military and civilian leadership. Develop initiatives to

improve the integration and execution of InT Programs and oversight of InT Programs Department-wide to include developing an InT implementation plan.

- Analyze programs and provide input to development of long-range strategic plans and programming options for resolutions. Develop recommendations based upon in-depth analysis of issues, knowledge of DoD or IC information systems, and consideration of missions, budgetary constraints, technological advances, the political environment, and human resources.
- Draft policy, memoranda, guidance, white papers, or other professional documents for a diverse audience and develop procedures, strategy, and security-related documents Monitor and collect article inputs for the monthly or quarterly InT newsletter. Draft a newsletter regarding InT trends, issues, concerns, updates and actions for a Component or DoD's Program.
- Support the DoD Security and InT policy team and oversight processes as required, including policy creation, development, editing, comment adjudication, and formal coordination. Evaluate, study, and streamline business processes connecting to other missions with similar and overlapping requirements, including the use of data, processes, and reporting.
- Support staff on all reporting requirements for the DoD InT Program Office. E.g., create, review, or edit documentation for DoD Annual Reports or for Congressional testimony; instruct DoD stakeholders on reporting in enterprise-wide tools and databases. Support the development and customization of Enterprise Assessment and Management tools.

Physical Security Policy Analysis:

The contractor shall:

- Assist the Government lead in developing DoD physical security policy by analyzing the various physical security threats to DoD resources and recommending risk-tailored ways to manage those threats.
- Support the development and staffing of DoD physical security policy and oversight of physical security policy and programs.
- Assess physical security equipment and system requirements generation and funding processes, technical standards and implementation policies and guidance, and develop implementing guidance.
- Integrate physical security policies into other security and protection-related programs (e.g. Law Enforcement, Emergency Management) and critically analyze other program policies to ensure alignment and compliance with DoD's Physical Security Program.

- Conduct security reviews, assessing and reporting on DoD Component's enactment of physical security measures and recommending solutions to deter and prevent physical security breaches.
- Interpret DoD policy governing the safeguarding of DoD installations, facilities, and resources.
- Establish effective relationships across DoD to ensure the Emergency Management, Law Enforcement, Workplace Violence, Cyber Security, Identification Card, Transportation and Force Protection initiatives align with DoD physical security policy; enhance physical security inspections and audit capabilities; refine access controls; and strengthen physical security measures to mitigate physical threats.
- Establish and maintain interagency relationships with Federal Agencies, as appropriate, to identify public laws and international agreements that impact DoD physical security policies.

APPLICABLE STANDARDS

DoD Correspondence Manual: www.dtic.mil/whs/directives/corres/pdf/511004m_v2.pdf

DoD Security Procedures: <http://www.dtic.mil/whs/directives/>

4. KEY PERSONNEL

The contractor shall immediately replace any individual provided under this PWS who fails to perform his/her duties adequately, is chronically absent/late, or conducts himself/herself in a manner that is inconsistent with the listed requirements, government employment policies and practices, or engages in practices that are disruptive to the working environment.

The Contractor shall provide qualified personnel for the key positions under this contract. There are 6 estimated FTEs on this contract. The key positions are Subject Matter Expert (SME) II - Program/Insider Threat Analyst (5 FTE) and SME II Physical Security Policy Support (1 FTEs). The Contractor shall ensure that the key personnel possess the skills, knowledge, training, and certification(s) required to satisfactorily perform all services required by the contract. Qualifications for key personnel are as follows:

Special Qualifications: Experience working with senior level personnel and specialized experience in providing services in accordance with this Performance Work Statement is required. The following qualifications are considered critical for the successful completion of this PWS:

Subject Matter Expert II – Program/Insider Threat Analyst (5 FTEs):

(Note: One (1) Insider Threat Analyst will begin on September 9, 2019; four (4) Insider Threat Analyst will begin on September 29, 2019.)

- Bachelor's Degree or five years of experience working in security, or combined experience working with any security discipline.
- Three years of experience coordinating effectively with the DoD services, Agencies, and/or Field activities to resolve complex issues.
- Experience working with Government personnel at a Services Headquarters or Office of the Secretary of Defense level.
- Five years of experience organizing information and writing clear, succinct, and grammatically correct documents is required.
- Three years of experience researching and providing analysis of DoD and Component policies and directives.
- Five years of experience safeguarding classified information from exploitation, compromise, or other unauthorized disclosure (insider threat analysis).
- Five years of experience communicating verbally in a logical, coherent manner with senior level executives is required. Ten years is preferred.
- Five years demonstrated proficiency in the use of computers and associated software, including Microsoft Office (Word, Excel, Access, PowerPoint, Project, OneNote, etc.)
- Three years of experience in project management is preferred.

Subject Matter Expert II – Physical Security Policy Analyst (1 FTE):

NOTE: Subject Matter Expert II – Physical Security Policy Analyst will begin on September 9, 2019)

- Five years of policy analysis experience is required, including at least 2 years in writing or directly supporting the writing of new policy.
- Two years of physical security/law enforcement experience.
- Three years of experience providing subject matter expertise of DoD physical security and law & order policies and processes, to include arming; security-in-depth concepts; privately owned weapons use and storage on military installations; safeguarding of arms, ammunition and explosives; authorities and jurisdiction for military, DoD civilian police and security guards; conduct of vehicle, baggage and persons security searches/inspections; and controlling access to and safeguarding high value or sensitive resources and installations.

- Demonstrated ability to convey complex topics to non-practitioners, brief policies, and represent positions to a broad constituency in a variety of forums. Demonstrated ability to decompose stakeholders' complex positions into fundamentals, identify commonalities and differences, and guide the group toward mutually-acceptable middle-ground positions.
- Three years' experience as a staff action officer or an analyst on a headquarters staff.

5. PERFORMANCE REQUIREMENTS SUMMARY

Requirements	Performance Standards	Acceptable Quality Level	Method of Surveillance
<i>Personnel Qualifications/Performance</i>	All contractor personnel possess the skills needed to perform the required tasks as specified in the PWS.	All contractor personnel possess the required skills and are functional users of OUSD(I) systems within 2 weeks of their start date. The contractor's personnel are qualified and adept at presenting clear, concise, professional work products free from political conclusions or any judgment of individual journalist(s).	COR review/government personnel feedback
<i>Key Personnel Management</i>	All key personnel are backfilled within 30 days.	100%	COR/Program Review
<i>Personnel/Workload Management</i>	The contractor shall ensure that there is sufficient coverage during core business hours to support assigned requirements.	100%	COR review/government personnel feedback
<i>Security Compliance</i>	Observe all personnel & information security protocols.	100%	COR/Program Review
<i>Reporting</i>	Reporting is timely, grammatically correct and professional in appearance.	One exception per performance period.	COR Review

6. DELIVERABLES

Deliverables shall be submitted to the COR designated in the COR Appointment letter. All deliverables shall be submitted using Microsoft Office suite of tools (for example, MS Word, MS Excel, MS PowerPoint), or Adobe PDF format, unless otherwise specified by the COR. Electronic submission shall be made via email, unless otherwise agreed to by the COR.

The COR has the right to reject or require correction of any deficiencies found in the deliverables. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection.

The following table specifies the deliverables for this requirement:

PWS Reference	Deliverable Title	Delivery Time	Frequency
3	Monthly Status Report (MSR)	10 th day of the following month	Monthly
3	InT Component Policy Implementation Plan	As determined by the COR or Task Lead	Annual Review and updated as needed
3	InT Newsletter	As determined by the COR or Task Lead	Monthly
3	Insider Threat Security Classification Guide	As determined by the COR or Task Lead	Annual Review and updated as needed
3	Staff Packages/Formal Taskers	As determined by the COR or Task Lead	As required
3	InT Training Roadmap	As determined by the COR or Task Lead	As required
3	Performance Measures/Metrics	As determined by the COR or Task Lead	As required
8	Non-Disclosure Agreement	Within 3 business days of award notification	Upon award and when a contract employee is backfilled
8.0	Security Packages	Within 3 business days of award notification or within 3 business days of the Government accepting a backfill	Upon award and when a contract employee is backfilled
10.1	Phase-In Transition Plan (As Applicable)	No later than 3 days prior to contract starting	Upon being notified of award
10.2	Phase-Out Transition Plan (As Applicable)	No later than 60 days prior to contract ending	Upon being notified that the Government no longer requires the support or that another contractor has been awarded a contract for the support

7. GOVERNMENT FURNISHED MATERIALS

Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, utilities, information technology, and consumable and general purpose office supplies) will be provided while working in Government facilities. The Government will provide information, material and forms unique to the Government for supporting the task. All Government unique information related to this requirement, which is necessary for Contractor performance, will be

made available to the Contractor. The COR will be the point of contact for identification of any required information to be supplied by the Government.

8. SECURITY

The Contractor shall submit the security nomination packages for the personnel assigned to the contract no later than 3-5 calendar days following issuance of the award document.

All contractor personnel supporting this requirement are required to sign a Non-Disclosure Agreement.

All tasks must be conducted in full compliance with DoD security regulations. Contractors must have facilities that are cleared at the Top Secret level. It is anticipated that during the period of performance, all contractor personnel will be required to maintain a Top Secret/Sensitive Compartmented Information (TS-SCI) clearance. Contractors supporting this requirement may require access to Special Access Program (SAP) or Alternate Compensatory Control Measures ACCM information.

9. DOCUMENTATION

Documents, data files, reports, correspondence, and all other documents and writings, together with any charts, graphs, tables, illustrations, photographs, images, and other illustrative, explanatory, historical documents related thereto or independent thereof, regardless of the medium (or media) by which they were produced, preserved, stored, or created in connection with or for purpose(s) of work performed under this PWS and contract shall be delivered to the COR promptly, upon request. The Government maintains unlimited use rights in all deliverables of this contract.

The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which is not considered public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for purposes and to the extent authorized herein. The Contractor shall not release any information related to this contract to the public, media or other unauthorized persons or organizations unless the government has conducted the appropriate security review and granted written approval (e.g. posting information to a public website).

10. TRANSITION

If the awardee is other than the incumbent, the Contractor shall submit a phase-in transition plan within three business days of being notified of the award. The contractor is also required to submit a phase-out plan within five business days of being notified that the Government no longer requires the support or that another contractor has been awarded a contract for the support. The Contractor shall keep the Government fully informed of status of key processes such as transfer of work control, delineating the method for processing and assigning tasks, and staffing updates. The transition shall be completed within 14 days after the contract is awarded. The specific requirements of each plan are delineated below:

10.1 - Phase-in

The Contractor shall submit a detailed phase-in plan to include start-up activities that may be required to transition to full operational capability upon conclusion of the transition period.

The Contractor shall:

- a) Provide a detailed transition methodology in logical sequence to ensure a smooth transition of all tasks/subtasks of the contract without interruption or degradation of service levels;
- b) Provide a timeline for completion; and
- c) Identify associated risks and issues and risk mitigation strategies.

10.2 - Phase-out

The Contractor shall provide a phase-out plan no later than sixty (60) days prior to expiration of this contract. The Contractor shall maintain complete documentation that is totally assessable to the designated Government representatives via a web portal or some other portal as the Government directs. The Contractor shall overlap with incoming Contractor during transition for a nominal period of 30 days and will work with Government personnel and the incoming contractor to transfer knowledge, information and documentation for all projects and tasks related to this contract. The type of information and documentation to be transferred includes but is not limited to:

- Staff Packages
- Strategic Plans
- CONOPs
- Newsletters
- Metrics
- Assessments
- Implementation Plan
- Security Classification Guides
- Training Road Maps

Note: All automated data files in the possession of the contractor that are the property of the Government and shall be turned over to the KO or the COR at the completion or termination of the contract. Additionally, all records related to the execution of the current contract shall be returned to the Government as electronic copies that are readable and accessible by the Government.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SAD050220191131		PAGE 1 OF 25	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ003419R0183	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No Collect Calls)		6. SOLICITATION ISSUED DATE 19-Aug-2019	
9. ISSUED BY WHS - ACQUISITION DIRECTORATE 4800 MARK CENTER DRIVE, SUITE 09F09 ALEXANDRIA VA 22350-0002 TEL: FAX:		CODE HQ0034		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD: \$15,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO OUSD INTELLIGENCE PAULAHARRIS 5000 DEFENSE PENTAGON, ROOM 3A666 WASHINGTON DC 20301-5000 TEL: 703-692-3762 FAX:		CODE HQ0208		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TELEPHONE NO.		CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 25

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED. AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT <i>(Location)</i>	
41c. DATE		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Strengthening Insider Threat Support FFP The contractor shall perform all strengthening insider threat support services in accordance with the PWS dated PURCHASE REQUEST NUMBER: SAD050220191131	10	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel T&M The government will reimburse the contractor for the costs of transportation, lodging, meals, and incidental expenses incurred by contractor personnel on official company business subject to the limitations contained in FAR 31.205-46, Travel Costs. The total reimbursable amount for travel related costs shall not exceed \$10,000.00.	1	Lot		

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Strengthening Insider Threat Support FFP The contractor shall perform all strengthening insider threat support services in accordance with the PWS dated	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Travel T&M The government will reimburse the contractor for the costs of transportation, lodging, meals, and incidental expenses incurred by contractor personnel on official company business subject to the limitations contained in FAR 31.205-46, Travel Costs. The total reimbursable amount for travel related costs shall not exceed \$10,000.00.	1	Lot		
TOT ESTIMATED PRICE CEILING PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Strengthening Insider Threat Support FFP The contractor shall perform all strengthening insider threat support services in accordance with the PWS dated	12	Months		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Travel T&M The government will reimburse the contractor for the costs of transportation, lodging, meals, and incidental expenses incurred by contractor personnel on official company business subject to the limitations contained in FAR 31.205-46, Travel Costs. The total reimbursable amount for travel related costs shall not exceed \$10,000.00.	1	Lot		
TOT ESTIMATED PRICE CEILING PRICE					

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 09-SEP-2019 TO 08-JUL-2020	N/A	OUSD INTELLIGENCE PAULA HARRIS 5000 DEFENSE PENTAGON, ROOM 3A666 WASHINGTON DC 20301-5000 703-692-3762 FOB: Destination	HQ0208
0002	POP 09-SEP-2019 TO 08-JUL-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1001	POP 09-JUL-2020 TO 08-JUL-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1002	POP 09-JUL-2020 TO 08-JUL-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
2001	POP 09-JUL-2021 TO 08-JUL-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
2002	POP 09-JUL-2021 TO 08-JUL-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208

CLAUSES INCORPORATED BY REFERENCE

52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements--Representation	JAN 2017
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52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.207-3	Right of First Refusal of Employment	MAY 2006
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	JAN 2019
52.216-7	Allowable Cost And Payment	AUG 2018
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-50	Combating Trafficking in Persons	JAN 2019
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2018)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation

provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this

purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (OCT 2018) ALTERNATE I (JAN 2017)

When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. ____
(Insert portion of labor rate attributable to profit.)

(5) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: ____ (Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule); and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—System for Award

Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: ____ (Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'.)

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: ____ (Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None').

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the

date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 34 months.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.201-9000 WHS/AD LOCAL CLAUSE: CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MAR 2015)

(a) The Contracting Officer's Representative (COR) is a representative of the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and performance work statement/statement of work/statement of objectives, as established in the contract. The COR also monitors the progress and quality of the Contractor's

performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

(b) The COR is not authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

(c) The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract. No action shall be taken by the Contractor for any proposed change to the existing contract. No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or a written modification to the contract. The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

(d) COR authority is not delegable.

(e) The COR for this contract is: _____ *[Contracting Officer fill in "To be specified at time of award" (or similar wording) if pre-award. If post-award, fill in with COR name and contact information.]* _____.
(end of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Website.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2-N-1 ONLY

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(SEE SCHEDULE)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0158
Issue By DoDAAC	HQ0034
Admin DoDAAC	HQ0034
Inspect By DoDAAC	HQ0208
Ship To Code	HQ0208
Ship From	
Code Mark	
For Code	
Service Approver (DoDAAC)	HQ0208
Service Acceptor (DoDAAC)	HQ0208
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor	
DoDAAC Other	
DoDAAC(s)	

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system:

PAULA.Y.HARRIS.CIV@MAIL.MIL

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

<http://wawf.eb.mil/>

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-

5988. (End of clause)

252.233-9000 WHS/AD LOCAL PROVISION: AGENCY-LEVEL PROTESTS (MAR 2015)

Potential bidders or offerors may submit an agency-level protest directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may request an independent review of their protest by a WHS Protest Deciding Official. In either case, the agency-level protest must comply with the requirements and procedures in FAR 33.103 for submitting agency-level protests. A request for an independent review by the WHS Protest Deciding Official shall be submitted to:

Steven Slagle Director, EOSD
steven.m.slagle.civ@mail.mil
4800 Mark Center Drive Suite 09F09
Alexandria, VA 22350-3400

A protest decision by the Contracting Officer or WHS Protest Deciding Official is final and not subject to appeal or reconsideration within WHS.
(end of clause)

252.237-9000 WHS/AD LOCAL CLAUSE: MANDATORY CONTRACTOR MANPOWER REPORTING (MAR 2015)

(a) The Contractor shall report **all** contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>

(b) There are four separate ECMRA tools at the ECMRA website: Army, Air Force, Navy and All Other Defense Components. The appropriate ECMRA reporting tool to use is determined by the requiring activity being supported by the service. The Contractor shall use the "All Other Defense Components" tool unless otherwise directed by the Contracting Officer's Representative or Contracting Officer.

(c) Reporting inputs will be for the labor executed during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. The Contractor shall completely fill in all required data fields. The Contractor shall enter initial data into the appropriate ECMRA tool to establish the basic contract record no later than 15 business days after receipt of contract award or contract modification incorporating this clause. The contractor shall notify the Contracting Officer when the basic contract record has been established in the appropriate ECMRA tool.

(d) Contractors may direct technical questions to the help desk at: <http://www.ecmra.mil>.
[Reference: DPAP memorandum of 28 November 2012, "Enterprise-wide Contractor Manpower Reporting Application."]
(end of clause)

RFQ# HQ003419R0183 KEY PERSONNEL QUALIFICATIONS TEMPLATE

SOLICITATION REQUIREMENTS	DESCRIPTION OF HOW CANDIDATES MEET THE REQUIREMENTS
<p>Subject Matter Expert II Program/Insider Threat Analyst (5 FTEs):</p> <p><u>Required Skills and Relevant Experience:</u></p> <ul style="list-style-type: none">• Bachelor's Degree or five years of experience working in security, or combined experience working with any security discipline.• Five years of experience organizing information and writing clear, succinct, and grammatically correct documents is required.• Five years of experience safeguarding classified information from exploitation, compromise, or other unauthorized disclosure (insider threat analysis).• Five years demonstrated proficiency in the use of computers and associated software, including Microsoft Office (Word, Excel, Access, PowerPoint, Project, OneNote, etc.) <p><u>Preferred Skills and Relevant Experience:</u></p> <ul style="list-style-type: none">• Three years of experience coordinating effectively with the DoD services, Agencies, and/or Field activities to resolve complex issues.• Experience working with Government personnel at a Services Headquarters or Office of the Secretary of Defense level.• Three years of experience researching and providing analysis of DoD and Component policies and directives.• Five years of experience communicating verbally in a logical, coherent manner with senior level DoD executives is required. Ten years is preferred.• Three years of experience in project management is preferred.	<p><i>Offerors shall use the space provided to describe how their candidates satisfy every key personnel requirement. Conclusory statements, without additional supporting detail, are not sufficient.</i></p>

RFQ# HQ003419R0183 KEY PERSONNEL QUALIFICATIONS TEMPLATE

SOLICITATION REQUIREMENTS	DESCRIPTION OF HOW CANDIDATES MEET THE REQUIREMENTS
<p>Subject Matter Expert II – Physical Security Policy Analyst (1 FTE): (NOTE: Subject Matter Expert II – Physical Security Policy Analyst will begin on September 28, 2019)</p> <p><u>Required Skills and Relevant Experience:</u></p> <ul style="list-style-type: none"> • Five years of policy analysis experience is required, including at least 2 years in writing or directly supporting the writing of new policy. • Two years of physical security/law & order experience. • Demonstrated ability to convey complex topics to non-practitioners, brief policies, and represent positions to a broad constituency in a variety of forums. Demonstrated ability to decompose stakeholders' complex positions into fundamentals, identify commonalities and differences, and guide the group toward mutually acceptable middle-ground positions. <p><u>Preferred Skills and Relevant Experience:</u></p> <ul style="list-style-type: none"> • Three years of experience providing subject matter expertise of DoD physical security and law & order policies and processes, to include arming; security-in-depth concepts; privately owned weapons use and storage on military installations; safeguarding of arms, ammunition and explosives; authorities and jurisdiction for military, DoD civilian police and security guards; conduct of vehicle, baggage and persons security searches/inspections; and controlling access to and safeguarding high value or sensitive resources and installations. • Three years of experience working with Government personnel at a Services Headquarters or Office of the Secretary of Defense level. 	<p><i>Offerors shall use the space provided to describe how their candidates satisfy every key personnel requirement. Conclusory statements, without additional supporting detail, are not sufficient.</i></p>

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

(The requirements of the National Industrial Security Program (NISP) apply to all security aspects of this effort involving classified information.)

OMB No. 0704-0567
OMB approval expires:
20220531

The public reporting burden for this collection of information, 0704-0567, is estimated to average 70 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

RETURN COMPLETED FORM AS DIRECTED IN THE INSTRUCTIONS.

1. CLEARANCE AND SAFEGUARDING

a. LEVEL OF FACILITY SECURITY CLEARANCE (FCL) REQUIRED
(See Instructions)

Top Secret

**b. LEVEL OF SAFEGUARDING FOR CLASSIFIED INFORMATION/
MATERIAL REQUIRED AT CONTRACTOR FACILITY**

None (See instructions)

2. THIS SPECIFICATION IS FOR: (X and complete as applicable.)

- ☐ **a. PRIME CONTRACT NUMBER** (See instructions.)
- ☐ **b. SUBCONTRACT NUMBER**
- ☒ **c. SOLICITATION OR OTHER NUMBER** **DUE DATE** (YYYYMMDD)
- HQ003419R0183 20190715

3. THIS SPECIFICATION IS: (X and complete as applicable.)

- ☒ **a. ORIGINAL** (Complete date in all cases.) **DATE** (YYYYMMDD)
20190710
- ☐ **b. REVISED** (Supersedes all previous specifications.)
- ☐ **REVISION NO.** **DATE** (YYYYMMDD)
- ☐ **c. FINAL** (Complete Item 5 in all cases.) **DATE** (YYYYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? ☐ No ☒ Yes If yes, complete the following:

Classified material received or generated under HQ0034-16-C-0072 **(Preceding Contract Number) is transferred to this follow-on contract.**

5. IS THIS A FINAL DD FORM 254? ☒ No ☐ Yes If yes, complete the following:

In response to the contractor's request dated _____ **, retention of the classified material is authorized for the period of:** _____

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE

SANCORP Consulting, LLC
3039 S. Abingdon Street
Arlington, VA

b. CAGE CODE

7NZQ9

c. COGNIZANT SECURITY OFFICE(S) (CSO)

(Name, Address, ZIP Code, Telephone required; Email Address optional)

Alexandria1 Field Office IOFCS1
DSS.Alexandria1@mail.mil
571-551-7920

7. SUBCONTRACTOR(S) (Click button if you choose to add or list the subcontractors
-- but will still require a separate DD Form 254 issued by a prime contractor to each subcontractor)

a. NAME, ADDRESS, AND ZIP CODE

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE(S) (CSO)

(Name, Address, ZIP Code, Telephone required; Email Address optional)

8. ACTUAL PERFORMANCE (Click button to add more locations.)

a. LOCATION(S) (For actual performance, see instructions.)

Pentagon, Washington DC & National Capital Region

b. CAGE CODE

(If applicable,
see Instructions.)

N/A

c. COGNIZANT SECURITY OFFICE(S) (CSO)

(Name, Address, ZIP Code, Telephone required; Email Address optional)

N/A

9. GENERAL UNCLASSIFIED DESCRIPTION OF THIS PROCUREMENT

Conduct operations research analysis to evaluate the performance and effectiveness within the DoD Counter Insider Threat Enterprise, with emphasis on developing policy, training, best practices and conducting outreach to build relationships across the Department, the Intelligence Community (IC), and Industry.

10. CONTRACTOR WILL REQUIRE ACCESS TO: (X all that apply. Provide details in Blocks 13 or 14 as set forth in the instructions.)

- ☒ a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION
- ☐ b. RESTRICTED DATA
- ☐ c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION (CNWDI)
(If CNWDI applies, RESTRICTED DATA must also be marked.)
- ☐ d. FORMERLY RESTRICTED DATA
- ☒ e. NATIONAL INTELLIGENCE INFORMATION:
- ☒ (1) Sensitive Compartmented Information (SCI)
- ☒ (2) Non-SCI
- ☒ f. SPECIAL ACCESS PROGRAM (SAP) INFORMATION
- ☒ g. NORTH ATLANTIC TREATY ORGANIZATION (NATO) INFORMATION
- ☐ h. FOREIGN GOVERNMENT INFORMATION
- ☒ i. ALTERNATIVE COMPENSATORY CONTROL MEASURES (ACCM) INFORMATION
- ☒ j. CONTROLLED UNCLASSIFIED INFORMATION (CUI)
(See instructions.)
- ☐ k. OTHER (Specify) (See instructions.)

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: (X all that apply. See instructions. Provide details in Blocks 13 or 14 as set forth in the instructions.)

- ☒ a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY
(Applicable only if there is no access or storage required at contractor facility. See instructions.)
- ☐ b. RECEIVE AND STORE CLASSIFIED DOCUMENTS ONLY
- ☐ c. RECEIVE, STORE, AND GENERATE CLASSIFIED INFORMATION OR MATERIAL
- ☐ d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
- ☐ e. PERFORM SERVICES ONLY
- ☐ f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES
- ☐ g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
- ☐ h. REQUIRE A COMSEC ACCOUNT
- ☐ i. HAVE A TEMPEST REQUIREMENT
- ☒ j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
- ☐ k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE
- ☐ l. RECEIVE, STORE, OR GENERATE CONTROLLED UNCLASSIFIED INFORMATION (CUI).
(DoD Components: refer to DoDM 5200.01, Volume 4 only for specific CUI protection requirements. Non-DoD Components: see instructions.)
- ☒ m. OTHER (Specify) (See instructions.)
- Classified ADP processing. All provisions of DoD Risk Mgt Framework processing applies for classified systems

12. PUBLIC RELEASE

Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual (NISPO) or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for review and approval prior to release to the appropriate government approval authority identified here with at least office and phone contact information and if available, an e-mail address. (See instructions)

- ☐ DIRECT
- ☒ THROUGH (Specify below)
- Public release of SCI/Non-SCI information is not authorized unless granted by written approval from OUSD(I).

Public Release Authority:

SSO: DIA, Bolling AFB, Washington DC and OUSDI. Release of SAP info requires written approval from the Dir, USDI SAPCO

13. SECURITY GUIDANCE

The security classification guidance for classified information needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended.

(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. The field will expand as text is added. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted. Also allows for up to 6 internal reviewers to digitally sign. See instructions for additional guidance or use of the fillable PDF.)

List of Attachments (All Files Must be Attached Prior to Signing, i.e., for any digital signature on the form)

NAME & TITLE OF REVIEWING OFFICIAL	SIGNATURE						
14. ADDITIONAL SECURITY REQUIREMENTS Requirements, in addition to NISPOM requirements for classified information, are established for this contract. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <i>If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the CSO. The field will expand as text is added or you can also use item 13. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted. (See instructions for additional guidance or use of the fillable PDF.)</i> Access to intelligence information requires special briefings & a U.S. government clearance at appropriate level TS/SCI as designated by gov't manager.							
15. INSPECTIONS Elements of this contract are outside the inspection responsibility of the CSO. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <i>If Yes, explain and identify specific areas and government activity responsible for inspections. The field will expand as text is added or you can also use item 13. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted. (See instructions for additional guidance or use of the fillable PDF.)</i> SSO DIA has exclusive security responsibility for all SCI classified material release to or developed under this contract. DSS is relieved of security inspection responsibility for all such material. DIA is responsible for reviewing all the contracts' SCIF document to ensure compliance with SCIF regulations. DSS retains oversight responsibility for collateral information.							
16. GOVERNMENT CONTRACTING ACTIVITY (GCA) AND POINT OF CONTACT (POC) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; vertical-align: top;"> a. GCA NAME WHS/AD </td> <td style="width: 33%; vertical-align: top;"> c. ADDRESS (Include ZIP Code) 4800 Mark Center Drive suite 09F09 Alexandria, VA 22350 </td> <td style="width: 33%; vertical-align: top;"> d. POC NAME Rashida Webb e. POC TELEPHONE (Include Area Code) +1 (703) 545-3351 f. EMAIL ADDRESS (See Instructions) rashida.d.webb.civ@mail.mil </td> </tr> <tr> <td style="vertical-align: top;"> b. ACTIVITY ADDRESS CODE (AAC) OF THE CONTRACTING OFFICE (See Instructions) HQ0034 </td> <td colspan="2"></td> </tr> </table>		a. GCA NAME WHS/AD	c. ADDRESS (Include ZIP Code) 4800 Mark Center Drive suite 09F09 Alexandria, VA 22350	d. POC NAME Rashida Webb e. POC TELEPHONE (Include Area Code) +1 (703) 545-3351 f. EMAIL ADDRESS (See Instructions) rashida.d.webb.civ@mail.mil	b. ACTIVITY ADDRESS CODE (AAC) OF THE CONTRACTING OFFICE (See Instructions) HQ0034		
a. GCA NAME WHS/AD	c. ADDRESS (Include ZIP Code) 4800 Mark Center Drive suite 09F09 Alexandria, VA 22350	d. POC NAME Rashida Webb e. POC TELEPHONE (Include Area Code) +1 (703) 545-3351 f. EMAIL ADDRESS (See Instructions) rashida.d.webb.civ@mail.mil					
b. ACTIVITY ADDRESS CODE (AAC) OF THE CONTRACTING OFFICE (See Instructions) HQ0034							
17. CERTIFICATION AND SIGNATURES Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below. Upon digitally signing Item 17h, no changes can be made as the form will be locked.							
a. TYPED NAME OF CERTIFYING OFFICIAL (Last, First, Middle Initial) <i>(See Instructions)</i> Harris, Paula Y.	d. AAC OF THE CONTRACTING OFFICE <i>(See Instructions)</i> HQ0034	h. SIGNATURE HARRIS .PAULA Y.10321 16090 <small>Digitally signed by HARRIS.PAULA.Y.1032116090 Date: 2019.07.10 14:31:59 -04'00'</small>					
b. TITLE Contracting Officers Representative	e. CAGE CODE OF THE PRIME CONTRACTOR <i>(See Instructions.)</i> 7NZQ9						
c. ADDRESS (Include ZIP Code) OUSD(I) 5000 Defense Pentagon Washington DC 20301-5000	f. TELEPHONE (Include Area Code) +1 (703) 692-3762 g. EMAIL ADDRESS (See Instructions) paula.y.harris.civ@mail.mil	i. DATE SIGNED <i>(See Instructions)</i> 20190710					
18. REQUIRED DISTRIBUTION BY THE CERTIFYING OFFICIAL <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input checked="" type="checkbox"/> a. CONTRACTOR <input checked="" type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> f. OTHER AS NECESSARY <i>(If more room is needed, continue in Item 13 or on additional page if necessary.)</i> </div> </div>							

NON-DISCLOSURE AGREEMENT

I, _____, (hereinafter RECIPIENT), an employee of _____, a Contractor providing support services to the _____ and likely to have access to nonpublic information, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivering support services to _____ under _____; and

WHEREAS it is the intention of _____ to protect and prevent access to and disclosure of nonpublic information, including but not limited to Planning, Programming, Budgeting and Execution (PPBE) information, to anyone other than employees of the United States Government and others who have a need to know, unless so authorized by the Contracting Officer's Representative; and

WHEREAS _____ acknowledges that RECIPIENT will have or require access to such nonpublic information in the course of delivering the contract services; and therefore,

WHEREAS RECIPIENT will be given or otherwise have access to nonpublic information while providing such services; and finally,

WHEREAS "nonpublic information" includes such information as PPBE information, proprietary information (e.g., information submitted by a contractor marked as proprietary), advance procurement information (e.g., future requirements, statements of work, and acquisition strategies), source selection information (e.g., bids before made public, source selection plans, and rankings of proposals), trade secrets and other confidential business information (e.g., confidential business information submitted by a contractor), attorney work product, information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers), and other sensitive information that would not be released by _____ under the Freedom of Information Act (e.g. PPBE data);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information from Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information for any personal or other commercial purpose; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the Contracting Officer's Representative in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, upon RECIPIENT leaving the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT to administrative, civil or criminal remedies, as may be authorized by law.

****These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.****

SIGNATURE AND DATE

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____