

interests may be substantially affected by Departmental activities and which is related to the work under this requirement.

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

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

(b) (4) (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

(b) (4) (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

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

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

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

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

HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel and facilities specified in this contract are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be

changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate and under the conditions specified below.

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

- Project Manager
- Chief Technical Representative



**HSAR 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION
(DEC 2003)**

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

**HSAR 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE
(DEC 2003)**

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

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

II. FEDERAL ACQUISITION REGULATION CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Task Order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- 1.<http://www.far.net.gov/far>
- 2.<http://www-far.npr.gov>
- 3.<http://farsite.hill.af.mil/>

NOTE: All terms and conditions incorporated under the awarded GSA MOBIS Schedule will remain unchanged and in full force and effect.

A. CLAUSES INCORPORATED BY REFERENCE

- | | |
|----------------------|---|
| FAR 52.227-11 | PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (DEC 2007) |
| FAR 52.227-14 | RIGHTS IN DATA—GENERAL (DEC 2007) ALTERNATE IV |
| FAR 52.227-16 | ADDITIONAL DATA REQUIREMENTS (JUN 1987) |
| FAR 52.232-2 | PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984) |
| FAR 52.243-1 | CHANGES—FIXED-PRICE (APR 1984) ALTERNATE V |
| FAR 52.246-7 | INSPECTION OF RESEARCH AND DEVELOPMENT—FIXED-PRICE (AUG 1996) |
| FAR 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) |
| FAR 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APRIL 1984) |

B. CLAUSES INCORPORATED IN FULL TEXT

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

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

Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the current period of performance.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 29 days of the end of the current period of performance; 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 30 months.

C. SPECIAL CONTRACT REQUIREMENTS

ACCESS TO SENSITIVE BUT UNCLASSIFIED INFORMATION (HSAM 3004.470-2)

(a) Contractor personnel who will require access to sensitive but unclassified information as part of contract performance shall complete the DHS Non-disclosure Agreement (NDA), DHS Form 11000.6, before starting work under the contract.

(b) Contracting officers or the Component cognizant Security Office shall retain contractor signed Non-disclosure Agreements in accordance with Component procedures.

ADVERTISEMENTS, PUBLICIZING AWARDS AND NEWS RELEASES

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

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

ENGAGING THIRD PARTIES (FAR 37.114)

(e) All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

LIMITATION ON CONTRACTOR'S USE OF DATA

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

WORKSHOP

No food or light refreshments will be reimbursed under this order, absent the advance approval from the DHS Office of General Counsel (OGC/S&T).