

**U.S. DEPARTMENT OF HOMELAND SECURITY
BASIC ORDERING AGREEMENT
HSHQDC-16-A-B0009**

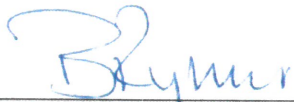
This Basic Ordering Agreement (BOA) between University of Houston (hereinafter “Contractor”) for Center for Borders, Trade and Immigration Research (CBTIR) and the Department of Homeland Security (hereinafter “DHS”) is entered into to provide research, analysis, and related services to improve the Nation’s preparedness and the ability to respond in the event of a high consequence event. The Contractor and DHS agree to the following:

1. This Agreement is for the services described in Article 1.
2. General Terms and Conditions applying to future Task Orders placed under this BOA are included in Article 2 through 8, and made a part hereof.
3. The method for pricing future orders placed against this BOA shall be requested in Task Order Requests for Proposals (TORP). Pricing shall be provided by the Contractor in response to the Government’s TORP which will contain the anticipated level of effort, deliverables, contract type and other factors needed in order for the Contractor to provide accurate pricing. The Government will evaluate pricing for reasonableness and will negotiate as required at the Task Order level.
4. The BOA is itself unfunded and does not commit DHS to pay any costs as a result of entering into this Agreement. Obligation of funds shall be accomplished solely through Task Orders issued under the terms and conditions of this BOA. DHS does not guarantee any minimum dollar amount or volume of work that will be ordered under this agreement. Failure to reach agreement on price for any Task Order issued before its price is established, is a dispute under the Disputes clause included in Article 8.
5. The Contractor has adequate capability and technical expertise to furnish all services, qualified personnel, materials, supplies and facilities required in performance of work as described in Article 1 and specifically directed in each individually awarded Task Order.
6. As the need for specific work related to the requirements of this Agreement is identified, DHS shall issue a Task Order Request for Proposal (TORP) for the specific work.
7. That, when a TORP is received by the Contractor pursuant to this Agreement, the Contractor shall, respond with a proposal or provide an indication that it is not responding to the particular TORP. The Contractor will annually report all awards resulting from the TORPs.
8. Each Task Order Request for Proposal (TORP) shall clearly state:
 - a. The due date for proposals;
 - b. A detailed description of the research, analysis, or services to be required;
 - c. Applicable quality standards;
 - d. Delivery schedules, place of delivery, inspection and acceptance requirements;
 - e. Technical Evaluation Criteria, as required;
 - f. Specific terms and conditions, as applicable; and
 - g. Specific instructions for proposal submission.

9. DHS shall issue Task Orders at its discretion pursuant to this Agreement, and each Task Order award shall be made based upon the award factors specified in the Task Order for the specific requirement. By accepting the Task Order(s) issued under this BOA, the Contractor agrees to furnish the research, analysis, or services described therein. Any such Task Order shall become a binding contract upon the Contractor's and the Government's acceptance of the Task Order. All Task Orders issued hereunder shall reference the number of this Basic Ordering Agreement (HSHQDC-16-A-B0009) and the Task Order number assigned by the DHS ordering officer.
10. Any and all DHS components (requiring activities) requiring the research, analysis, and/or services of the Contractor described in this BOA may issue Task Orders under this BOA through their assigned warranted Contracting Officers. Task Order performance may continue after the BOA ordering period for an additional 12 months.
11. All Task Orders are subject to the terms and conditions of this BOA. Clauses listed in Article 8 will apply only when the Task Order Contracting Officer determines they are applicable. Each Task Order will list each applicable clause by reference or full text as prescribed by the Federal Acquisition Regulation (FAR).
12. Task Orders may be issued on a Cost Reimbursement and Firm Fixed Price basis as determined and documented in accordance with FAR Part 16 Contract Types by the Task Order Contracting Officer (CO).
13. The term of this BOA is five years from date of full execution of both parties. The term of individual Task Orders will be specified in each Task Order.

Agreed by both parties as indicated below:

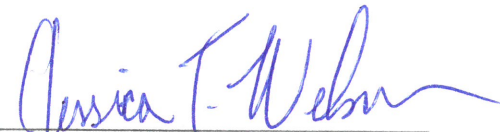
For University of Houston



Date: 8/5/2016

Beverly Rymer
Executive Director Contracts and Grants
Division of Research
University of Houston

For the Department of Homeland Security



Date: 8/15/16

Jessica T. Wilson
Contracting Officer
Department of Homeland Security
Office of Procurement Operations – Science Technology Acquisition Division

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ARTICLE 1: STATEMENT OF WORK

1. Independently, and not as an agent of DHS, the Contractor shall furnish services, qualified personnel, materials, equipment and facilities as needed to conduct research, analysis, or services in the focus thrust area of the Center of Excellence. The DHS Centers of Excellence (COE) network is an extended consortium of hundreds of universities generating ground-breaking ideas for new technologies and critical knowledge, while also relying on each other's capabilities to serve the Department's many mission needs. More information on the COEs can be found at http://www.dhs.gov/files/programs/editorial_0498.shtm.

1.2 The work provided will be focused on *See attached statement of work (SOW)*

1.2.1 Border Security. This area focuses on:

- Developing technologies, tools and advanced methods to balance immigration and commerce with effective border security, as well as assess threats and vulnerabilities,
- Conducting research to improve surveillance, screening, detection, and identification at and near the border,
- Developing tools and technologies to increase the efficiency and operational effectiveness of cargo security,
- Develop biometric solutions for operational environments,
- Enhancing border security decision-making strategies,
- Examining human smuggling and human trafficking migration patterns and trends,
- Analyzing the effectiveness of current border security policies,
- Conducting analysis and assessments to enhance policy and law enforcement efforts as it related to border security, interior enforcement, and immigration and customs.

Legitimate Trade and Travel. This area focuses on:

- Developing tools that will enhance and streamline the flow of people and goods across a U.S. POE without compromising security,
- Examining the impact of the ongoing Export Control Reform Initiative on U.S. Government efforts to enforce export controls in support of countering the proliferation of weapons of mass destruction and other illicit materials,
- Identifying and interdicting dangerous passengers and cargo from legitimate flows,
- Conducting activities to better measure and understand the balance of trade facilitation, the expedited movement of commerce, and security,
- Generating innovative ways to differentiate routinely between high- and low-risk people and goods.

Immigration. This area focuses on:

- Conducting analysis of immigration trends (e.g., predicting future immigration flows to and from the U.S., unauthorized child population, etc.),
- Examining push-pull factors, as well as any strategies being used, to deter unauthorized migration to the U.S.,
- Examining impact of immigration-related programmatic activities, such as Deferred Action for Early Childhood Arrivals (DACA), on the integration of authorized and

unauthorized immigrants (e.g., the ability of DACA recipients to practice in licensed professions).

Integrated Education. This area focuses on:

- Developing new hands-on training or new curricula, courses and certificate programs relevant to border security, legal trade and travel and immigration,
- Developing educational offerings for homeland security professionals on topical issues related to border security, legitimate trade and travel and immigration,
- Establishing arrangements for new programs and linkages with Minority Serving Institutions (MSIs).

1.3 CONTRACTOR REQUIREMENTS

- 1.3.1** Provide all personnel, material, supplies, and services required to perform the work identified in the timeframe required.
- 1.3.2** Provide all program management and oversight, including but not limited to, technical support, administrative, contractual, regulatory, quality, and reporting in support of this BOA.
- 1.3.3** Availability to meet with appropriate DHS personnel in person or via telephone as necessary.
- 1.3.4** It is the Contractor's responsibility to contact the BOA CO, BOA COR and TO CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the BOA. The Government will not reimburse the Contractor for any work not authorized by the CO, including work outside the scope of this BOA.

1.4 MEETINGS

1.4.1 TASK ORDER PROJECT KICKOFF

An initial kick off meeting will be held within 7 calendar days of award of each Task Order or as agreed to by the Task Order COR and will be attended by the Task Order COR, and the Task Order Contract Specialist/Contracting Officer. Key Contractor personnel as well as a representative from the Contractor's contracts organization are required to participate. Kick off meetings may be conducted in person or by conference call. The intent of the kickoff is for all key personnel to meet to discuss the projects overall technical and contractual requirements. At this meeting, the Contractor shall be prepared to discuss the following:

- Technical Objectives
- Preliminary Project Plan
- Deliverables and Deliverable Acceptance Criteria
- Performance Review
- Reporting and Invoice Requirements

1.4.2 OTHER MEETINGS

All other meetings shall occur as needed to keep the Task Order COR informed of progress made.

1.5 REPORTING REQUIREMENTS APPLICABLE TO EACH TASK ORDER

In addition to the reports required by this BOA, the Contractor shall prepare and submit the following reports in the manner stated below and to those individuals specified in Article 6.3 BOA Points of Contact.

1.5.1 PROGRESS REPORT

The Contractor shall submit detailed progress reports that summarize all work accomplished and problems encountered. (*Invoices will not be processed for payment if progress reports for the period invoiced are not received*). The interval for which these reports are received will be determined at the Task Order level. A courtesy copy of the report shall be submitted to the following email address:

DHSCOEBOA@dhs.gov

The Progress Reports shall contain:

1. BOA number, Task Order number, and project description
2. Period of performance being reported
3. Report date
4. Contractor's name and address
5. Name of person submitting report
6. A comprehensive summary of work performed as measured against the approved timeline. This shall include any and all associated problems encountered; steps taken to resolve the problem; recommendations for resolution of problems not yet solved; and the real or estimated impact on the timeline as originally approved.

1.5.2 FINAL REPORT

Contractor shall submit a Final Report within thirty (30) days of the last day of the Task Order period.

The Final Report shall contain:

1. Title page to include the following information:
 - a. BOA number, Task Order number, and Project Description
 - b. Period of performance being reported
 - c. Contractor's name and address
 - d. Date of submission
2. Introduction summarizing the purpose and scope of the order effort
3. A comprehensive summary of the overall progress during the entire order period. Sufficient detail of all work performed should be provided.

1.6 NOTICE OF DELAYS

If the Contractor becomes unable to deliver the required studies described in each Task Order, or anticipates difficulty in complying with this Agreement's or the Task Order's delivery schedule or dates, or has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, the Contractor shall immediately notify the Task Order COR and CO in writing, giving pertinent details. This notification shall be informational only, and compliance with this

provision shall not be construed as a waiver by DHS of any delivery schedule or date or of any rights or remedies provided by law or under this Agreement.

1.7 DELIVERABLES/DELIVERY SCHEDULE

Unless otherwise specified, DHS will have a maximum of ten working days from the day the deliverable is received, to review the document and provide comments back to the Contractor approving or disapproving the deliverable(s); approval of deliverable(s) will be determined in accordance with the Task Order terms and conditions. The Contractor will also have a maximum of ten working days from the day comments are received to address all changes and submit the final deliverable to DHS.

ARTICLE 2: SUPPLIES OR SERVICES AND PRICES/COSTS

2.1 ITEMS BEING ACQUIRED

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services as necessary for the fulfillment of Task Order awards under this BOA for research, analysis, and related services pertaining to analysis of terrorism events. The Government in accordance with the procedures outlined herein, will direct specific detailed requirements (including any necessary reporting requirements) at the Task Order level.

2.2 OBLIGATION OF FUNDS

The amount of funds obligated and made available for payment will be stated in each Task Order.

2.3 PRICE

In consideration of the performance under DHS-issued Task Orders, the Contractor shall be paid the consideration identified in each Task Order; this consideration shall constitute complete payment for all services and materials furnished and accepted pursuant to the Task Order. Task Orders shall be paid upon acceptance of final delivery unless otherwise agreed upon between both the Task Order Contracting Officer and Contractor. If milestones for partial payments are considered, they shall be negotiated and agreed upon prior to issuance of Task Order.

2.4 INDIRECT COSTS (Applicable to Cost Reimbursement Task Orders)

For work performed on a Cost Reimbursement basis, the Contractor will be reimbursed for indirect costs at the rates specified in the current agreement between the Contractor and its Cognizant Federal Agency.

ARTICLE 3: PACKAGING AND MARKING

3.1 MARKING

1. All packing, packaging and mailing of reports or submittals shall be accomplished in the most economical and efficient manner and in accordance with the best commercial and academic practices.
2. All information submitted to the Contracting Officer or the Contracting Officer's Representative (COR) shall be clearly marked with the name of the organization/contractor, the BOA, Task Order and/or modification number as appropriate, and the identification of the submission.

3.2 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information under the terms and conditions of the BOA, including forms, reports, etc., to the Contracting Officer or the COR, shall be paid by the Contractor.

ARTICLE 4: INSPECTION AND ACCEPTANCE

4.1 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items delivered under this BOA shall be accomplished by the DHS agency or component issuing the Task Order. Satisfactory completion of work under the Task Orders shall be indicated by written receipt of such work by the Task Order Contracting Officer or the designated COR. Taking physical delivery of deliverable items shall not constitute acceptance. Inspection and acceptance will be specifically identified in each individually awarded Task Order.

ARTICLE 5: DELIVERIES OR PERFORMANCE

5.1 TERM OF THE BOA AND CONTRACT ORDER

The term of this BOA is five years from date of full execution of both parties. The term of individual Task Orders will be specified in each Task Order. All Task Orders shall be issued before the expiration of this BOA. Task Order performance may continue after the BOA ordering period for an additional 12 months.

5.2 DELIVERY REQUIREMENTS

The services provided under this Basic Ordering Agreement shall be delivered in accordance with the schedule specified in the individual Task Orders.

5.3 PRINCIPAL PLACE OF PERFORMANCE

As specified in each Task Order.

ARTICLE 6: CONTRACT ADMINISTRATION DATA

6.1 DEFINITIONS

The following special definitions are provided for this BOA:

1. **BOA Contracting Officer (BOA CO)** - The person with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for this BOA.
2. **BOA Contracting Officer's Representative (BOA COR)** - The Contracting Officer's designated technical representative whose responsibilities apply to the BOA.
3. **Task Order Contracting Officer (TO CO)** - The person with the authority to enter into contracts as defined in FAR 2.101, who issues and administers Task Orders under this BOA and who is specified in the Task Order.
4. **Task Order Contracting Officer's Representative (TO COR)** - The Task Order Contracting Officer's designated technical representative whose responsibilities apply to the specific Task Order issued under this BOA and who is specified in the Task Order.

6.2 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data for obligations under this BOA will be set forth on individual Task Orders.

6.3 BOA POINTS OF CONTACT

The following subsections describe the roles and responsibilities of individuals who will be the primary points of contact for the Government and Contractor on matters regarding administration of this BOA as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments.

BOA CONTRACTING OFFICER:

Name:	Jessica T. Wilson, Contracting Officer	
Address:	Department of Homeland Security Office of Procurement Operations 245 Murray Lane, Bldg 210 Washington, DC 20528	
Email:	Jessica.Wilson@hq.dhs.gov	Telephone: 202-254-2274

BOA COR:

Name:	Theophilos Gemelas	
Address:	Department of Homeland Security Science and Technology Directorate Office of University Programs 245 Murray Lane, Bldg 410, Stop Code 0217 Washington, DC 20528	
Email:	Theophilos.Gemelas@hq.dhs.gov	Telephone: 202-254-6108

6.4 BOA CONTRACTING OFFICER'S AUTHORITY

The CO administering this BOA has responsibility for ensuring the performance of all necessary actions for effective contracting, ensuring compliance with the terms of this BOA and safeguarding the interests of the United States in its contractual and legally binding agreements. The BOA CO is the only individual who has the authority to enter into, administer, or terminate this BOA and is the only person authorized to approve changes to any of the requirements under this BOA, and notwithstanding any provision contained elsewhere in this BOA, this authority remains solely with the BOA CO.

6.4.1 TASK ORDER CONTRACTING OFFICER (TO CO)

Services will be ordered via Task Orders issued by TO CO's within the Ordering Agencies' Contracting Office.

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

(a) The TO CO may designate Government personnel to act as the TO COR 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 TO CO will provide a written notice of such designation to the Contractor within five (5) working days after contract award or for construction, not less than five (5) working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the TO COR under the contract.

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

6.5.1 TASK ORDER CONTRACTING OFFICER'S REPRESENTATIVE (TO COR)

TO CO's may designate TO COR's for individual Task Orders that will be responsible for the day-to-day oversight and coordination of the Task Order.

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

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

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

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit

sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under each Task Order will be established at the Task Order level.

6.7 PREPARATION OF PAYMENT VOUCHERS

(a) SF-1034, Public Voucher for Purchases and Services Other Than Personal, shall be prepared and submitted for payments under this Agreement, unless otherwise specified in the individual TO.

- (1) Copy to the TO Finance Office
- (2) Copy to the TO COR
- (2) Copy to the TO CO

(b) All vouchers submitted to the Government shall delineate cost by:

- (1) BOA and TO Number;
- (2) Funding document, including amount received, order billing item or Task Order line item number; and
- (3) Any additional information required by specific payment clauses.

6.8 TRAVEL & PER DIEM

The Contractor shall invoice and be reimbursed for all travel costs in accordance with FAR 31.3.

6.9 ANNUAL TORP REPORTING

The Contractor shall annually report all awards resulting from the TORPs. The annual report shall contain, at a minimum: TO Number and TO Ceiling Amount, the TO CO and the COR contact information. This report is due annually beginning 12 months after award.

ARTICLE 7: SPECIAL BOA REQUIREMENTS

7.1 CONFLICT OF INTEREST

The Contractor shall not employ any person to perform work under the TO who is an employee or a Contractor of the United States Government, if the employment of that person would create or appear as a conflict of interest.

7.2 REPORTING WASTE, FRAUD, ABUSE AND THEFT

The Contractor shall notify the TO CO and the TO COR of any instances of suspected waste, fraud, abuse, loss, or theft of Contractor or Government-furnished property by employees or subcontractors performing the scope of work under the TO.

Anyone who becomes aware of the existence of fraud, waste and abuse in DHS funded programs is encouraged to report such matters to the DHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is 1-800-323-8603. All telephone calls will be handled confidentially. The e-mail address is DHSOIGHOTLINE@dhs.gov and the mailing address is:

DHS Office of Inspector General/MAIL STOP 0305
Attention: Office of Investigations - Hotline
245 Murray Lane, SW, Building 410
Washington, DC 20528

7.3 FREEDOM OF INFORMATION ACT (FOIA) AND PRIVACY ACT (PA)

Any FOIA or PA request received by the Contractor shall be forwarded, no later than the next workday after receipt, to the TO CO and TO COR. The TO COR will deliver the request to the appropriate unit for processing action. The Contractor shall protect the privacy of all information reported by or about contract employees and shall protect against unauthorized disclosure. The Contractor shall ensure personal privacy data is protected to prevent unauthorized disclosure and ensure proper disposal of records subject to the act.

- a. For Manuscripts: "This project has been funded in whole or in part with Federal funds from the Department of Homeland Security under BOA No. [insert # here], Task Order No. [insert # here] The content of this publication does not necessarily reflect the views or policies of the Department of Homeland Security, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."
- b. For Abstracts: (due to space limitations): "Funded by DHS BOA No. [insert # here], Task Order No. [insert # here]"

7.4 STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (HSAR 3052.222-71) (DEC 2003)

If the TO Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair

labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

7.5 GENERAL PURPOSE EQUIPMENT

The Contractor shall not fabricate, purchase, rent or otherwise acquire any general purpose equipment, the acquisition cost of which is to be charged directly to the performance of the Task Orders issued under this BOA unless prior written approval to do so is obtained from the Task Order Contracting Officer. For the purposes of this clause, general purpose equipment is defined as any property with a useful life of more than one (1) year which can be used in the production, administration, research or test of a product or services outside of this BOA or a Task Order issued thereunder.

7.6 EXCLUDED FUNCTIONS AND RESPONSIBILITIES

(a) Functions and responsibilities directly involved or associated with the management of any DHS Office are expressly excluded from this BOA or Task Order issued thereunder. The parties hereby agree that any instructions, directives, or Task Orders issued under this BOA involving such management functions and responsibilities shall be null and void. The following activities are representative of the excluded functions and responsibilities that cannot be provided by the Contractor under this Agreement or Task Order issued thereunder:

- (1) Policy making or management of DHS operations;
- (2) Program or project management;
- (3) Technical management of Government contracts;
- (4) Government purchasing, contracting, contract administration, acceptance of materials and/or performance, and pay and accounting therefore;
- (5) Direction or supervision of other Government contracts or Government agencies, or otherwise acting as an agent to obligate or commit in any capacity;
- (6) Clerical and other administrative type functions required to be performed by civil service personnel; and
- (7) Supervision of Government employees.

7.7 REPRODUCTION OF REPORTS

Federal printing and binding regulations require that printing or reproduction of reports, data, or other written materials produced under contracts or grants which exceed 5,000 production units of any page, or 25,000 production units in the aggregate, must be processed through the U.S. Government Printing Office (GPO). Accordingly, unless otherwise specifically approved in advance by the Task Order Contracting Officer, any project report or other written materials produced under a Task Order on this BOA that is expected to exceed these limits must be submitted in one camera-ready original to the TO COR. The required number of copies exceeding the above limits will be reproduced by the Government. Any use of color in the final report that would result in color printing (black plus one or more colors) must have prior approval of the TO CO. All printing funded by a Task Order thereunder must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, U.S.C., and Section 308 of Public Law 101-163, and all applicable Government Printing Office regulations.

7.8 NOTICE OF INCORPORATION IN CONTRACT AWARD

(a) In addition to the special terms and conditions of this BOA, resultant Task Orders may include the general provisions applicable to the Contractor's organization and type of Task Order agreement and any additional clauses required by Public Law, Executive Order, or procurement regulations in effect at the time of award.

7.9 ADVANCE UNDERSTANDINGS

Items to be Furnished to the Contractor

Unless specifically directed by the Task Order Contracting Officer in writing, any government furnished material including but not limited to data, models, and protocols ("Material") provided in Task Orders issued hereunder shall be used by the Contractor solely in connection with the performance of the work as delineated in the Task Order's Statement of Work. The Material may be the subject of an invention report, patent application or IND submission and therefore the Contractor agrees not to disclose any information about the Material or transfer the Material to any third party without the prior written permission of the Task Order Contracting Officer. When the work under the Task Order is completed, the Material and any improvements to or modified derivatives will be disposed of by the Task Order as directed by the Task Order Contracting Officer. Patent Rights and Rights in Data will be governed by the applicable Federal Acquisition Regulations incorporated herein.

7.10 BASIC ORDERING AGREEMENT REVIEW/REVISION

This Agreement shall be reviewed annually, before the anniversary of its effective date, and revised as necessary to conform to current changes in statutes, Executive Orders, or other appropriate matters.

7.11 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this BOA, the BOA Contracting Officer shall be the only individual authorized to modify any term or condition of this Basic Ordering Agreement.

7.12 ADDITIONAL TERMS AND CONDITIONS

Additional General Terms and Conditions may be identified and incorporated for each Task Order as directed in FAR Part 16.703 (c) (1)(ii).

ARTICLE 8: CONTRACT CLAUSES

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

This Basic Ordering Agreement 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):

DIRECT LINKS:

1. <http://farsite.hill.af.mil/vffara.htm>
<https://www.acquisition.gov/?q=browsefar> <http://farsite.hill.af.mil/>

The Following Contract Clauses Apply when applicable to Cost Reimbursement and Fixed Price Task Orders:

- 52.202-1 Definitions (NOV 2013)
- 52.203-3 Gratuities. (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (MAY 2014)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
- 52.203-7 Anti-Kickback Procedures (MAY 2014)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
- 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)
- 52.203-14 Display of Hotline Poster(s) (OCT 2015)
- 52.204-2 Security Requirements (AUG 1996) & Alt 1 (APR 1984)
- 52.204-3 Taxpayer Identification (OCT 1998)
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper. (MAY 2011)
- 52.204-6 Data Universal Numbering System (DUNS) Number. (JUL 2013)
- 52.204-7 Central Contractor Registration. (JUL 2013)
- 52.204-8 Annual Representations and Certifications (DEC 2014)
- 52.204-9 Personal Identity Verification Contractor Personnel (JAN 2011)
- 52.204-14 Service Contract Reporting Requirements (JAN 2014)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)
- 52.209-2 Prohibition On Contracting With Inverted Domestic Corporations--Representation (DEC 2014)
- 52.209-5 Certification Regarding Responsibility Matters (OCT 2015)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or proposed for Debarment (OCT 2015)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
- 52.215-2 Audit and Records -- Negotiation (OCT 2010) ALT II (APR 1998)
- 52.215-8 Order of Precedence -- Uniform Contract Format (OCT 1997)
- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (AUG 2011)

- 52.215-12 Subcontractor Cost or Pricing Data (OCT 2010)
- 52.215-13 Subcontractor Cost or Pricing Data—Modifications (OCT 2010)
- 52.215-14 Integrity of Unit Prices (OCT 2010)
- 52.215-15 Pension Adjustments and Asset Reversions (OCT 2010)
- 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
- 52.215-19 Notification of Ownership Changes (OCT 1997)
- 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data— Modifications (OCT 2010) (Alternate III) (OCT 1997)
- 52.215-22 Limitations on Pass-Through Charges—Identification of Subcontract Effort (OCT 2009)
- 52.215-23 Limitations on Pass-Through Charges (OCT 2009)
- 52.216-7 Allowable Cost and Payment (JUN 2013)
- 52.216-24 Limitation of Government Liability (APR 1984)
- 52.219-8 Utilization of Small Business Concerns. (OCT 2014)
- 52.219-9 Small Business Subcontracting Plan (OCT 2015)
- 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-12 Contract Termination - Debarment. (MAY 2004)
- 52.222-21 Prohibition on Segregated Facilities (APR 2015)
- 52.222-26 Equal Opportunity (APR 2015)
- 52.222-35 Equal Opportunity for Veterans (OCT 2015)
- 52.222-36 Affirmative Action for Workers with Disabilities. (JUL 2014)
- 52.222-37 Employment Reports on Veterans (OCT 2015)
- 52.222-38 Compliance with Veterans Employment Reporting Requirements (SEP 2010)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- 52.222-50 Combating Trafficking in Persons (MAR 2015)
- 52.222-54 Employment Eligibility Verification (OCT 2015)
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
- 52.223-4 Recovered Material Certification (MAY 2008)
- 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
- 52.223-6 Drug Free Workplace (May 2001)
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
- 52.227-1 Authorization and Consent (DEC 2007) w/Alt 1 (APR 1984)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.227-10 Filing of Patent Applications – Classified Subject Matter (DEC 2007)
- 52.227-11 Patent Rights-Ownership by the contractor w/Alt II (MAY 2014)
- 52.227-14 Rights in Data-General w/Alt II, III & IV (MAY 2014)
- 52.227-16 Additional Data Requirements (JUN 1987)
- 52.228-7 Insurance – Liability to Third Persons (MAR 1996)
DHS recognizes that the University of Houston maintains its own self insurance program and documentation is available at the Task Order level.
- 52.230-1 Cost Accounting Standards Notices and Certification (OCT 2015)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (OCT 2015)
- 52.230-5 Cost Accounting Standards – Educational Institution (OCT 2015)
- 52.230-6 Administration of Cost Accounting Standards (JUN 2010)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)

52.232-17	Interest (MAY 2014)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (MAY 2014)
52.232-25	Prompt Payment (JUL 2013)
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration. (JUL 2013)
52.233-1	Disputes (MAY 2014) & Alt 1 (DEC 1991)
52.233-3	Protest After Award (AUG 1996) Alternate I (JUN 1985)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (OCT 2004)
52.237-3	Continuity of Services (JAN 1991)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)
52.242-3	Penalties of Unallowable Costs (MAY 2014)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-13	Bankruptcy (JUL 1995)
52.242-15	Stop-Work Order (AUG 1989) & ALT 1 (APR 1984)
52.243-6	Change Order Accounting (APR 1984)
52.243-7	Notification of Changes (APR 1984) (insert "5 days" in fill-ins)
52.244-2	Subcontracts (OCT 2010)
52.244-5	Competition in Subcontracting (DEC 1996)
52.244-6	Subcontracts for Commercial Items (OCT 2015)
52.245-1	Government Property. (APR 2012) & Alt II (2012)
52.245-9	Use and Charges (APR 2012)
52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
52.246-23	Limitation of Liability (FEB 1997)
52.246-25	Limitation of Liability - Services (FEB 1997)
52.247-63	Preference for U.S. – Flag Air Carriers (JUN 2003)
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (SEP 1996)
52.251-1	Government Supply Sources (APR 2012)
52.253-1	Computer Generated Forms (JAN 1991)

The Following Contract Clauses Apply Only to Cost Reimbursement Task Orders:

52.216-7	Allowable Costs and Payment (JUN 2013)
52.216-11	Cost Contract No Fee & Alt I (APR 1984)
52.216-15	Predetermined Indirect Cost Rates (APR 1998)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.243-2	Changes Cost Reimbursement (AUG 1987) & Alt V (APR 1984)
52.246-5	Inspection of Services – Cost Reimbursement (APR 1984)
52.246-8	Inspection of Research and Development -- Cost Reimbursement (MAY 2001)
52.249-6	Termination Cost Reimbursement (MAY 2004)
52.249-14	Excusable Delays (APR 1984)

The Following Contract Clauses Apply Only to Fixed Price Task Orders:

52.211-11	Liquidated Damages – Supplies, Services, or Research and Development (SEP 2000) (“...the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$TBD, TO CO to determine amount per calendar day of delay.”)
52.232-2 17	Payments under Fixed-Price Research and Development Contracts (APR 1984) 52.242- Government Delay of Work (APR 1984)
52.243-1	Changes – Fixed Price (AUG 1987) & Alt V (APR 1984)
52.246-4	Inspection of Services – Fixed Price (AUG 1996)
52.246-7	Inspection of Research and Development Fixed Price (AUG 1996)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012)
52.249-4	Termination for Convenience of the Government (Services) (Short Form) (APR 1984)

8.2 FAR AND HSAR CLAUSES INCORPORATED IN FULL TEXT

The Following Clauses apply when applicable at the Task Order level.

Contractor Employee Access (3052.204-71) (SEP 2012) Alt II (JUN 2006)

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

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

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

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a

person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

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

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

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

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

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

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

(End of clause)

ALTERNATE II
(JUN 2006)

When the Department has determined contract employee access to sensitive information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to IT resources, add the following paragraphs:

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

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

(End of clause)

Advertisements, Publicizing Awards, and Releases (3052.205-70) (SEPT 2012) & Alt 1 (SEP 2012)

The Contractor shall not refer to this contract in commercial advertising or similar promotions 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.

(End of clause)

**ALTERNATE I
(SEP 2012)**

If a contract involves sensitive or classified information, designate the paragraph in the base clause as (a) and add the following paragraph (b) to the clause:

(b) All advertisements, releases, announcements, or other publication regarding this contract or the agency programs and projects covered under it, or the results or conclusions made pursuant to performance, must be approved by the Contracting Officer. 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, release, or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

(End of clause)

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

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Treatment of Certain Rights.

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

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

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

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

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

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

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

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

(End of clause)

Reserve Officer Training Corps and military recruiting on campus. (3052.209-71) (DEC 2003)

(a) Definitions. "Institution of higher education," as used in this clause, means an institution that meets the requirements of 20 U.S.C. 1001 and includes all subelements of such an institution.

(b) Limitation on contract award. Except as provided in paragraph (c) of this clause, an institution of higher education is ineligible for contract award if the Secretary of Defense determines that the institution has a policy or practice (regardless of when implemented) that prohibits or in effect prevents-

(1) The Secretary of a military department from maintaining, establishing, or operating a unit of the Senior Reserve Officer Training Corps (ROTC) (in accordance with 10 U.S.C. 654 and other applicable Federal laws) at that institution;

(2) A student at that institution from enrolling in a unit of the Senior ROTC at another institution of higher education;

(3) The Secretary of a military department or the Secretary of Homeland Security from gaining entry to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting; or

(4) Military recruiters from accessing, for purposes of military recruiting, the following information pertaining to students (who are 17 years of age or older) enrolled at that institution:

(i) Name.

(ii) Address.

(iii) Telephone number.

(iv) Date and place of birth.

(v) Educational level.

(vi) Academic major.

(vii) Degrees received.

(viii) Most recent educational institution enrollment.

(c) Exception. The limitation in paragraph (b) of this clause does not apply to an institution of higher education if the Secretary of Defense determines that-

(1) The institution has ceased the policy or practice described in paragraph (b) of this clause; or

(2) The institution has a long-standing policy of pacifism based on historical religious affiliation.

(d) Agreement. The Contractor represents that it does not now have, and agrees that during performance of this contract it will not adopt, any policy or practice described in paragraph (b) of this clause, unless the Secretary of Defense has granted an exception in accordance with paragraph (c)(2) of this clause.

(e) Notwithstanding any other clause of this contract, if the Secretary of Defense determines that the Contractor misrepresented its policies and practices at the time of contract award or has violated the agreement in paragraph (d) of this clause-

(1) The Contractor will be ineligible for further payments under this and any other contracts with the Department of Homeland Security; and

(2) The Government will terminate this contract for default for the Contractor's material failure to comply with the terms and conditions of award.

(End of clause)

Organizational Conflict of Interest (3052.209-72) (JUN 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more Contractor's with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting ["TO Contracting Officer shall insert description here"].

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

(c) Disclosure: The Contractor hereby represents, to the best of its knowledge that:
___ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or
___ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an Contractor with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the Contractor 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 TO Contracting Officer may require further relevant information from the Contractor. The TO Contracting Officer will use all information submitted by the Contractor, and any other relevant information known to DHS, to determine whether an award to the Contractor may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful Contractor shall inform the TO 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.

(End of provision)

Limitation of Future Contracting (3052.209-73) (JUN 2006)

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

(b) The nature of this conflict is [describe the conflict].

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

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

(End of clause)

Key Personnel or Facilities (3052.215-70) (DEC 2003)

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

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

The Key Personnel or Facilities under this Contract:

(specify key personnel or facilities)

Small Business Subcontracting Plan Reporting (3052.219-70) (JUN 2006)

(a) The Contractor shall enter the information for the Subcontracting Report for Individual Contracts (formally the Standard Form 294 (SF 294)) and the Summary Subcontract Report (formally the Standard Form 295 (SF-295)) into the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov .

(b) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.2 19-9.

(End of clause)

Strikes or Picketing Affecting Access to a DHS Facility (3052.222-70) (DEC 2003)

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

(End of clause)

Insurance (3052.228-70) (DEC 2003)

In accordance with the clause entitled "Insurance - Work on a Government Installation" [*or Insurance - Liability to Third Persons*] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

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

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

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

(End of clause)

Contracting Officer's Representative (3052.242-72) (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) 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 COR under the contract.

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

(End of clause)

Dissemination of Information – Education Institutions (3052.235-70) (JUN 2006)

(a) The Department of Homeland Security (DHS) desires widespread dissemination of the results of funded non-sensitive research. The Contractor, therefore, may publish (subject to the provisions of the "Data Rights" and "Patent Rights" clauses of the contract) research results in professional journals, books, trade publications, or other appropriate media (a thesis or collection of theses should not be used to distribute results because dissemination will not be sufficiently widespread). All costs of publication pursuant to this clause shall be borne by the Contractor and shall not be charged to the Government under this or any other Federal contract.

(b) Any copy of material published under this clause shall contain acknowledgment of DHS's sponsorship of the research effort and a disclaimer stating that the published material represents the position of the author(s) and not necessarily that of DHS. Articles for publication or papers to be presented to professional societies do not require the authorization of the Contracting Officer prior to release. However, a printed or electronic copy of each article shall be transmitted to the Contracting Officer at least two weeks prior to release or publication.

(c) Publication under the terms of this clause does not release the Contractor from the obligation of preparing and submitting to the Contracting Officer a final report containing the findings and results of research, as set forth in the schedule of the contract.

(End of clause)

The Following Contract Clauses Apply when applicable to Task Orders with a High Risk of Unauthorized Access to or Disclosure of Sensitive Information:

Safeguarding of Sensitive Information (HSAR Class Deviation 15-01) (MAR 2015)

Information Technology Security and Privacy Training (HSAR Class Deviation 15-01) (MAR 2015)

Statement of Work
DHS Center of Excellence Basic Ordering Agreement
Center for Borders, Trade, and Immigration Research (CBTIR)
HSQDC-16-A-B0009

I. Background

The Homeland Security Act (HSA) of 2002, as amended, mandated that DHS S&T designate university-based centers for the purpose of establishing a coordinated, university-based system to enhance our nation's homeland security. DHS established its Centers of Excellence (COEs) program to fulfill this mission. The COEs conduct research, analysis, and educational programs to enhance homeland security capabilities. The HSA also identified that S&T could use grants, cooperative agreements, or contracts. The initial suite of COEs was funded as grants. Since then, S&T has utilized the cooperative agreement instrument (allows substantial federal involvement) for COE base funding. In addition, the DHS S&T Office of University Programs (OUP) established COE Basic Ordering Agreements (BOAs) in July 2010 to allow for contract funding to the COEs, where appropriate. These two mechanisms support the OUP mission to maximize DHS's return on investment in university-based research and education.

Traditionally, federal funding for basic and applied research and educational programs by universities is through the use of assistance instruments (grants/cooperative agreements), as the fundamental purpose of the work to be performed by the recipient is in the furtherance of the public good. OUP funds grants and cooperative agreements to the COEs to establish fundamental research and education programs in specific multidisciplinary subject matter areas. DHS S&T expects the universities that comprise the COEs to become self-sufficient over time and to obtain additional sources of funding beyond S&T OUP's investment in order to support more directed research. Interest in the work of the COEs has increased, particularly among other DHS components.

Other S&T Divisions and DHS components frequently need to access the capabilities created by the COEs at the lead or partner universities for directed research, analysis, and related technical services, both unclassified and classified. It should be noted, however, research that is more directed and research involving classified information cannot be performed under S&T's grants and cooperative agreements, as the appropriate funding instrument would be a contract. Also, our customers have identified emerging needs that require a timely response (e.g., research on the effects on the U.S. of emerging threat groups and countering violent extremism) that could be more quickly addressed through issuance of a task order under a Basic Ordering Agreement (BOA).

II. Scope of Work

Based on the success of the current BOA vehicles, DHS S&T, OUP intends to issue a BOA to University of Houston for Center for Borders, Trade, and Immigration Research (CBTIR).
Mission: Conducts research and education to enhance the nation's ability to secure our borders

and facilitate legitimate trade, travel, and immigration.

The new five-year BOA will to accommodate additional DHS requirements for COE research, analysis, and technical services. The BOA will be issued for a five-year period, ending in 2021. OUP estimates the value of the task orders issued under this BOA to range from \$0.25 - \$10 million, and \$1-\$3 million annually depending on the task orders awarded. We based this estimate on the following:

1. The historical funding of projects as assistance supplements.
2. As the COEs mature and build up their capabilities/tools, the DHS S&T's customers will seek to use those capabilities and tools more.
3. Use of a procurement action in lieu of obtaining assistance authority will allow more DHS S&T customers to utilize the capacity developed at the COEs.

Potential projects will fall under four focus areas:

Border Security. This area focuses on:

- Developing technologies, tools and advanced methods to balance immigration and commerce with effective border security, as well as assess threats and vulnerabilities,
- Conducting research to improve surveillance, screening, detection, and identification at and near the border,
- Developing tools and technologies to increase the efficiency and operational effectiveness of cargo security,
- Develop biometric solutions for operational environments,
- Enhancing border security decision-making strategies,
- Examining human smuggling and human trafficking migration patterns and trends,
- Analyzing the effectiveness of current border security policies,
- Conducting analysis and assessments to enhance policy and law enforcement efforts as it related to border security, interior enforcement, and immigration and customs.

Legitimate Trade and Travel. This area focuses on:

- Developing tools that will enhance and streamline the flow of people and goods across a U.S. POE without compromising security,
- Examining the impact of the ongoing Export Control Reform Initiative on U.S. Government efforts to enforce export controls in support of countering the proliferation of weapons of mass destruction and other illicit materials,
- Identifying and interdicting dangerous passengers and cargo from legitimate flows,
- Conducting activities to better measure and understand the balance of trade facilitation, the expedited movement of commerce, and security,

- Generating innovative ways to differentiate routinely between high- and low-risk people and goods.

Immigration. This area focuses on:

- Conducting analysis of immigration trends (e.g., predicting future immigration flows to and from the U.S., unauthorized child population, etc.),
- Examining push-pull factors, as well as any strategies being used, to deter unauthorized migration to the U.S.,
- Examining impact of immigration-related programmatic activities, such as Deferred Action for Early Childhood Arrivals (DACA), on the integration of authorized and unauthorized immigrants (e.g., the ability of DACA recipients to practice in licensed professions).

Integrated Education. This area focuses on:

- Developing new hands-on training or new curricula, courses and certificate programs relevant to border security, legal trade and travel and immigration,
- Developing educational offerings for homeland security professionals on topical issues related to border security, legitimate trade and travel and immigration,
- Establishing arrangements for new programs and linkages with Minority Serving Institutions (MSIs).

Other Contract Details

1. Period of Performance

The period of performance for this BOA will be 5 years from August 15, 2016 to August 14, 2021.

2. DHS-Furnished Information

- a. The DHS S&T Technical Representative identified in this Statement of Work (SOW) will be the point of contact (POC) for identification of any required information to be supplied by DHS.
- b. The performer(s) will prepare any documentation according to the guidelines provided by DHS.

3. Place of Performance

The performers will perform the work under this SOW primarily on-site at their location(s).

4. DHS-Furnished Property

DHS property will not be provided to the performers.

5. Deliverables

Specific deliverables will be agreed in coordination with the performer(s) on the individual task orders.

6. Funding Requirements.

OUP will provide \$0 in FY2016 funding for this effort.

7. Security Requirements.

Will be specified on the awarded task orders.

IV. Points of Contact

DHS S&T Technical Representative:

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DHS S&T Contracting Officer:

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DHS S&T may change the individuals designated as POCs upon notice to the awardee.