

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/30/2008	2. CONTRACT NO. (If any) HSHQDC-07-D-00025	6. SHIP TO: a. NAME OF CONSIGNEE ICE Chief Information Officer
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3. ORDER NO. HSCETE-08-J-00515	4. REQUISITION/REFERENCE NO. IAS-08-SS01
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5. ISSUING OFFICE (Address correspondence to) ICE/Information Tech/SW & HW Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536		b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW Suite 700	
7. TO: a. NAME OF CONTRACTOR GOVPLACE		c. CITY Washington	d. STATE DC
b. COMPANY NAME		e. ZIP CODE 20536	

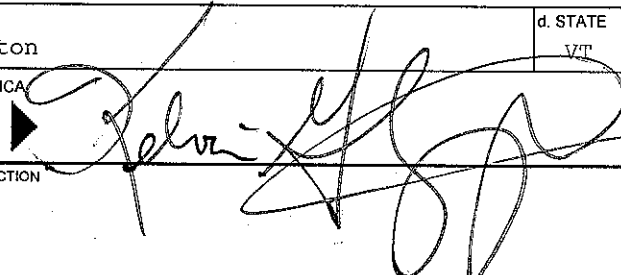
c. STREET ADDRESS 15707 ROCKFIELD BLVD SUITE 305		f. SHIP VIA	
d. CITY IRVINE		e. STATE CA	
f. ZIP CODE 926182829		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule			
10. REQUISITIONING OFFICE Department of Homeland Security			
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS			
12. F.O.B. POINT Destination			

13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS (b)(2)Low	
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17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 957050883 This is a First Source RFQ. All Terms & Conditions of First Source contracts apply. The Procurement Office Point of Contact for this solicitation is Jorge Martell at Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO: a. NAME DHS, ICE						
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-OCIO-ATLAS Attn: Sandra Felton						17(i) GRAND TOTAL
c. CITY Williston		d. STATE VT	e. ZIP CODE 05495-1620		\$784,639.00	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Kelvin-Glymph TITLE: CONTRACTING/ORDERING OFFICER
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PREVIOUS EDITION NOT USABLE

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/28/2008	HSHQDC-07-D-00025	HSCETE-08-J-00515

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (S)
	e-mail: (b)(6) Accounting Info: (b)(2)Low Period of Performance: 09/30/2008 to 03/29/2009					
0001	Provide and Install Hardware and Software within ICE Test Environment Product/Service Code: 7050 Product/Service Description: ADP COMPONENTS	1	LO	(b)(4)		
0002	Provide and Install Hardware and Software within ICE Production Network (Data Center 1) Product/Service Code: 7030 Product/Service Description: ADP SOFTWARE	1	LO	(b)(4)		
0003	Provide and Install Hardware and Software within ICE Production Network (Data Center 2) Product/Service Code: 7030 Product/Service Description: ADP SOFTWARE	1	LO	(b)(4)		
0004	Software Licenses Quest Enterprise Single Sign-on Starter Kit Product/Service Code: 7030 Product/Service Description: ADP SOFTWARE	1	EA	(b)(4)		
0004A	Software Licenses Quest Enterprise Single Sign- Per Managed Seat Product/Service Code: 7030 Product/Service Description: ADP Continued ...	30000	EA	(b)(4)		

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/28/2008

HSHQDC-07-D-00025

HSCETE-08-J-00515

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0004B	SOFTWARE Software Licenses Quest ESSO Audit and Advance Security Option Product/Service Code: 7030 Product/Service Description: ADP SOFTWARE	30000	EA	(b)(4)		
0004C	Software Licenses Strong Authentication Option for Quest ESSO Product/Service Code: 7030 Product/Service Description: ADP SOFTWARE	30000	EA	(b)(4)		
0005	Migration Services Product/Service Code: 7050 Product/Service Description: ADP COMPONENTS	1	LO	(b)(4)		
0006	Training Product/Service Code: 7050 Product/Service Description: ADP COMPONENTS	1	LO	(b)(4)		
0007	Project Management and Status Reports Product/Service Code: 7050 Product/Service Description: ADP COMPONENTS	1	LO	(b)(4)		
0008	Other Direct Cost All travel shall be conducted in accordance with FAR 31.205-46 and attached, Statement of Work (SOW), entitled Single Sign-On Gateway, and dated August 12, 2008. NTE amount of ODC IS (b)(4) Continued ...	1	LO	(b)(4)		

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/28/2008	CONTRACT NO. HSHQDC-07-D-00025	ORDER NO. HSCETE-08-J-00515
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>There will be NO FEE on ODCs and Travel. Product/Service Code: 9999 Product/Service Description: MISCELLANEOUS ITEMS</p> <hr/> <p>INVOICING INSTRUCTIONS</p> <p>Contractors shall use these procedures when submitting invoices for all acquisitions emanating from ICE/OAQ. This procedure takes effect 04/01/2008 and pertains to all invoices submitted on that date and thereafter.</p> <p>1. In accordance with Section G, Contract Administration Data, invoices shall now be submitted via one of the following three methods:</p> <p>a. By mail: (See Block 21)</p> <p>b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)</p> <p>c. By e-mail at: Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE/OAQ on or after 04/01/2008 to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.</p> <p>2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions, Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as Continued ...</p>					

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CONTRACT NO.

ORDER NO.

09/28/2008

HSHQDC-07-D-00025

HSCETE-08-J-00515

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>applicable, the information required with each invoice submission is as follows:</p> <p>An invoice must include:</p> <ul style="list-style-type: none"> (i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract 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. (See paragraph 1 above.) (x) Electronic funds transfer (EFT) banking information. <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(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; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to Continued ...</p>					

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/28/2008	CONTRACT NO. HSHQDC-07-D-00025	ORDER NO. HSCETE-08-J-00515
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>3. All other terms and conditions remain the same.</p> <p>Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or DFC will not process the payment.</p> <p>TERMS AND CONDITIONS FOR FIRST SOURCE PROCUREMENTS</p> <p>This is a Firm Fixed Price Delivery Order. These terms and conditions apply to all Delivery Orders issued by Immigration and Customs Enforcement (ICE) under the First Source program. ICE reserves the right to revise these terms and conditions as necessary. The version of the terms and conditions in effect at the time ICE issued the Delivery Order shall remain in effect for the duration of the order unless ICE formally modifies the order in accordance with the clause at FAR 52.243-1 Changes-Fixed Price Alternate II.</p> <p>"Contractor" means the legal entity to which this deliver order is awarded. The contractor shall be legally responsible for all work performed and for complying with all terms and conditions of this Delivery Order. Contractors have 24 hours to accept an ICE Delivery Order (DO)/Contract. You must sign, scan and email a signed copy to the contract specialist in order to receive this award. Failure to sign the delivery order within 24 hours will result in a withdrawal of the award and ICE will award to the next responsible offeror. After release from ICE and notice from Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

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DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/28/2008

HSHQDC-07-D-00025

HSCETE-08-J-00515

ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(A)	(B)	(C)	(D)	(E)	(F)	(G)
	<p>FedConnect, you may proceed with delivery in accordance with your quote.</p> <p>Failure to comply with a signed Delivery Order will result in a Termination for Default in accordance with FAR 52.249-8 Default (Fixed Price Supply and Service) or a Termination for Cause in accordance with FAR 52.212-4 Contract Terms and Conditions-Commercial Items. A Termination for Default or Cause will result in a negative past performance rating annotated in the Contractor Performance System (https://CPS.NIH.GOV/). This will become part of your permanent record and will be reviewed prior to any future awards to determine whether your firm should be considered a responsible bidder in accordance with FAR 9.104-1 General standards.</p> <p>The terms Purchase Order, Delivery Order and Contract are synonymous for purposes of these terms and conditions.</p> <p>Signature below constitutes acceptance of the above ICE Terms and Conditions</p> <p><i>Adrianne Angle, Contracts Mgr 9/30/08</i> Name/Title/Date</p> <p>The total amount of award: \$784,639.00. The obligation for this award is shown in box 17(i).</p>					

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ADDITIONAL CLAUSES/PROVISIONS ARE INCLUDED AS FOLLOWS:

52.217-8 Option to Extend Services.

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 thirty (30) days before the current period of performance expires.

(End of clause)

52.217-9 Option to Extend the Term of the Contract.

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 ten (10) Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days [before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one (1) (year).

(End of clause)

52.227-14 Rights in Data—General.

RIGHTS IN DATA—GENERAL (DEC 2007)

- (a) *Definitions.* As used in this clause—
 - “Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.
 - “Computer software”—
 - (1) Means
 - (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

3052.209-70 Prohibition on contracts with corporate expatriates.**Prohibition On Contracts With Corporate Expatriates
(Jun 2006)****(a) Prohibitions.**

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Treatment of Certain Rights.

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

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

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]: it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

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

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

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

(End of provision)

LIST OF ATTACHMENTS

<u>DOCUMENT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
Attachment 1	Statement of Work (SOW) entitled, "Single Sign-On Gateway," Dated August 12, 2008	24

SECTION K – BY REFERENCE

Pursuant to Federal Acquisition Regulation (FAR) 15.204-1(b), Section K- Representations, certifications, and other statements of offerors or respondents is hereby incorporated by reference.



**Immigration and Customs Enforcement
Atlas Automation Modernization
Program**

Statement of Work

Single Sign-On Gateway

Version 0.3

August 12, 2008



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1.0 BACKGROUND

The Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), Office of the Chief Information Officer (OCIO) Atlas Program Management Office encompasses the coordination and implementation of processes to support Information Technology Business Management and Program Management best practices across and throughout the OCIO organization.

The OCIO supports customers at over 600 ICE locations nationwide and internationally that support the mission of the Office of Investigations (OI), Federal Protective Service (FPS), Office of the Principal Legal Advisor (OPLA), Detention and Removal Operations (DRO), Office of Intelligence (Intel), Office of Professional Responsibility (OPR), administrative support programs, and other ICE special operations and initiatives. To support these customers, ICE provides many applications across a range of technologies to its customers.

The ICE OCIO has embarked upon an initiative to provide Single Sign-On (SSO) capability across the ICE Enterprise to enable a more efficient use of applications, improved security, and reduced help desk costs. ICE has also been designated the SSO Steward across the DHS Enterprise with the responsibility to ensure that any solution that is provided within ICE will also scale to the larger DHS Enterprise.

The Atlas Program is designed to support DHS-wide information sharing by implementing a series of discrete projects and activities that will provide the foundation of a well-defined secure and manageable enterprise architecture supporting ICE and DHS mission goals and objectives.

2.0 OVERVIEW

The SSO initiative will contribute to the DHS Secretary's goal of "Improved Infrastructure Management" and will support DHS objectives for centralized management of user identification, authentication, and authorization services; as well as to simplify end user access to applications. Implementation of the full suite of SSO capabilities will establish the foundation for future consolidation of IT infrastructure services across the ICE and DHS IT enterprises.

SSO will establish a DHS-wide mechanism to manage identity information, access control applications, and policies. The SSO application suite will ultimately include identity management, authentication, and authorization services. The SSO will enable and facilitate improved and secure information sharing across DHS, as well as with mission partners in other Federal, state, local, and tribal government agencies.

The SSO project is being implemented through a series of non-time based functional segments that are defined as follows:

Segment 1: Provide SSO through Microsoft Active Directory and Kerberos. This capability is in production and therefore not included as part of this SOW.

Segment 2: Provide SSO capability, in a seamless manner, to applications (sometimes referred to as legacy applications) within the ICE Enterprise that cannot migrate to Active Directory without significant cost. **This is the capability that the Contractor must provide, as identified in this Statement of Work.**



3.0 SCOPE

The Contractor shall provide all hardware and software products and licenses for the SSO Project, as agreed upon and approved by the Government. In addition, all hardware and software warranties/maintenance shall convey to the Government and become Government-owned property upon acceptance of the final SSO solution. The services provided by the system in this SOW will be critical to the ICE and DHS missions therefore the system must be highly fault tolerant and redundant.

The Contractor shall meet the following schedule.

Task	Completion Date
Provide Project Management Plan	10 work days after award
Install hardware and software within the ICE test environment	20 work days after award.
Provide technical support to ICE evaluation team	30 work days after award
Install and test hardware and software within the ICE production network (data center 1)	40 work days after award
Install and test hardware and software within the ICE production network (data center 2)	60 work days after award
Migrate 2 initial mainframe applications	60 work days after award
Migrate 2 initial client server applications	80 work days after award
Support the distribution of any required client software within ICE infrastructure	80 work days after award
Provide Training to ICE SSO team in application support and software administration	90 work days after award
Migrate remaining mainframe applications	110 work days after award
Migrate 3 additional client/server applications	120 work days after award
Migrate 5 web applications	120 work days after award
Support ICE in the development and review of SLM SDLC documentation and reviews in support of this project	120 work days after award

4.0 REQUIREMENTS

This section defines the requirements to be fulfilled by this SOW. The requirements in Section 4.1 are those to be addressed by the system procured. The requirements in Section 4.2 are services to be provided in support of the installation and initial usage of the Single Sign-On system.



4.1 Single Sign-On Gateway Product Requirements

The Single Sign-On gateway product will be a COTS solution that meets the requirements specified in sections 4.1.1 through 4.1.11. As stated in Section 3.0 above, the contractor shall provide and install the selected hardware and software solution.

4.1.1 Authentication and User Password Management

The DHS SSO Gateway will provide the ability to manage individual user names and passwords across potentially thousands of applications throughout the DHS enterprise. The management of these credentials shall be seamless and transparent to the users and applications. To implement this capability the solution shall meet the following requirements:

- The solution shall support single sign-on authentication to applications throughout the DHS enterprise regardless of technology to include, but not be limited to, Microsoft Windows, Web, Java, mainframe, Unix, and Linux.
- The only authentication that shall be required by the solution is to the Microsoft Windows domain.
- A user shall have single sign-on capability regardless of whether they are at their normally used computer or another computer that they may use less often.
- The solution shall support logging out of all applications when a user logs out of the windows domain.
- The solution shall be able to authenticate to all the applications a user has access to, even if the user's workstation is temporarily unable to access any server component, if one is required by the solution.
- The solution shall be able to re-authenticate with no user intervention should the workstation go offline and re-establish connectivity.
- The solution shall support multi-factor authentication.
- The Contractor shall enumerate the different types of multi-factor authentication supported and how they are supported.
- The solution shall support interfaces to additional components that support authentication services, such as 3rd-party token vendors, RADIUS server, LDAP v3 server, and Public Key Infrastructure (PKI)-enabled server.
- The solution shall support different password expirations on an application by application basis
- The solution shall support configuration controls for different password lengths and strengths on an application basis.
- If the solution maintains credentials that must be changed (i.e., passwords that require changing on a regular basis), the solution shall be capable of making these changes with no user intervention.



4.1.2 User Provisioning and Workflow Support

- The solution shall have the capability to provision users both programmatically and via user interface.
- The Contractor shall describe any integration capability with a provisioning capability or product that the solution provides, including any workflow standards supported such as BPEL.

4.1.3 User Interface

- The solution shall allow the user to self-register to applications that are supported by SSO.
- The user shall be able to retrieve any stored user names and passwords from the client after authenticating the user.

4.1.4 Architecture

- The solution shall be capable of supporting new applications as they are discovered by the SSO team.
- If the solution supports both authentication and authorization, the authentication capability shall not require that the authorization portion of the solution be implemented in order for the Contractor's solution to support authentication.
- The solution shall work seamlessly with the DHS Active Directory single sign-on solution.
- The solution shall support WS-Security Standards
- The solution shall be capable of working with VPN connections.

4.1.5 Configuration and Configurability

- The solution shall be able to be configured to support new systems within one week of development and/or configuration.
- A software tool or wizard shall be provided for supporting new applications
- The solution shall require no modification to individual applications.

4.1.6 Administration

- The solution shall support administrative reset of credentials
- The solution shall have the ability to generate unique passwords for password resets.
- The solution shall prevent any user from viewing any other user's password credentials.
- The solution shall support delegated administration.
- The solution shall support administrative disablement from some or all applications accessed on a user basis.
- To support an additional application there shall be no restart of any portion of the solution.
- The solution shall be able to apply new software releases with no loss of functionality to the end user.
- Licensing - If there are multiple products required for the solution, the Contractor shall describe how the licensing will be managed in a unified manner.



- The solution shall support bulk registration on user's credentials in a programmatic manner.
- The Contractor shall assess, identify, and pass on any financial savings to be realized, by leveraging licenses already purchased by DHS.
- If the solution requires a client application, it shall be deployable from a central location via a software distribution mechanism Environment and Performance
- The Contractor's solution will be hosted entirely within ICE/DHS facilities within the confines of the ICE/DHS networks.
- The Contractor's solution shall require no more than a lightweight client to implement the solution. If the Contractor's solution requires a desktop component, it must be compatible with DHS desktop requirements. The client shall run on MS Windows XP and MS Windows Vista. The Contractor shall specify how much memory is required, minimum speed processor required, and the amount of hard disk space required. The Contractor shall also define how many messages, and the message size, must be sent over the network for authentication.
- The server portion of the software shall run on the Windows 2003 Server operating system.
- The solution shall initially support at least 200 applications.
- The solution shall be scalable to support at least 2,000 applications.
- The solution shall initially support the authentication of up to 30,000 users, scalable to 5 million.
- The solution shall require less than 0.5 seconds (client and server portion) to perform its task to provide single sign-on for an application.

4.1.7 Security

The SSO solution has the potential to contain significant amounts of data in the form of user credentials and the ability to access DHS systems. The solution must conform to established security requirements.

- The solution shall comply with the pertinent requirements defined in DHS 4300A.
- The solution shall meet Federal Information Processing Standards (FIPS 199) rating of "High" for the categories of integrity and security.
- The solution shall store credential information using a standard form of encryption.
- The solution will allow only one instance of a user being logged on.
- The product shall be FIPS 140-2 compliant.
- All stored user credentials shall be maintained using Advanced Encryption Standard (AES) encryption. Vendor shall specify AES key length(s) supported

4.1.8 Logging and Auditing

- The solution shall provide the capability to export data in a standard manner.
- The solution shall support querying of audit log data.
- The solution shall log successful and failed access attempts.



4.1.9 Supported Standards

- The solution shall support SAML 2.0 and provide a SAML 2.0 compliant interface.
- The solution shall support integration interface support using SPML v2.0.

4.2 Single Sign-On Gateway Installation Services

The Contractor shall support ICE in the installation and implementation of the capabilities defined in this SOW. Specifically, the Contractor:

- Shall install the hardware and software within the ICE test environment
- Shall install hardware and software within the production environment in two data centers in a redundant configuration
- Shall provide training to ICE personnel on how to support additional applications and administer the provided SSO system.
- Shall support ICE in the deployment of any client software
- Shall migrate up to 10 ICE mainframe applications to the SSO capability
- Shall migrate 5 ICE client/server applications to the SSO capability
- Shall migrate 5 ICE web applications to the SSO capability
- Shall support ICE personnel in the development and review of required system life cycle documentation
- Shall provide status reports as defined within this SOW.

4.3 Single Sign-On Gateway Migration Services

- Shall provide training to ICE personnel on how to support additional applications and administer the provided SSO system.
- Shall migrate up to 10 ICE mainframe applications to the SSO capability
- Shall migrate 5 ICE client/server applications to the SSO capability
- Shall migrate 5 ICE web applications to the SSO capability

4.4 Single Sign-On Gateway Deployment of Client Software

- Shall support ICE in the deployment of any client software

4.5 Single Sign-On Status Reports

- Shall provide status reports as defined within this SOW.

4.6 Key Personnel

The following positions are designated key personnel for the SSO project. Proven experience in implementing the solution in similar environments and strong communication skills is essential for all key personnel and critical to documenting and supporting the work to be performed. Below are project titles and descriptions for guidelines to submit key personnel.



Title	Role	Skill Set
Program Manager	Manages the solution implementation effort, working directly with ICE staff to plan, implement, and control all aspects. Has day-to-day responsibility for the Business Services component of the contract, and supports ICE with all internal and external reporting and coordination. Also provides supervision to the Technical Services component.	A minimum of 3 years experience in providing support for similar projects, including all aspects of program performance (e.g., contractual, administrative, financial). Experience must include experience with project management of similar implementations of the solution and consulting with the customer to ensure adherence to contractual obligations, establishing and maintaining financial reports to show progress of projects to management and internal/external customers, organizes and assigns responsibilities to subordinates, and oversees the completion of all assigned tasks. Strong communications skills and experience in client-facing roles is required, as well as experience in successful, on-time delivery of systems.
Technical Lead	Has advanced understanding of area of solution and the customization of the solution to meet the requirements in the SOW, oversees and advises team members of implication of approaches during solution development.	Requires strong communications skills; experience in client-facing role is required, as well as experience in successful, on-time delivery of systems. Provides technical direction, to other technical assets provided to implement the solution. Must have led the installation of the proposed product(s) in a similar type of engagements.



5.0 DELIVERABLES

The following deliverables are required and shall be provided in support of the Single Sign-On Gateway product installation:

Task	Milestone	Deliverables
Development and update of the Project Management Plan	10 work days after contract award	SSO Project Management Plan
Development of Work Breakdown Structure and Project Schedule	10 work days after contract award	Detailed Work Breakdown Structure and Project Schedule
Development of Hardware and Software Requirements for Procurement	10 work days after contract award	SSO Hardware and Software Procurement Plan
Design Documentation of SSO Solution Set	15 work days after contract award	Detailed Design Document containing graphics and prose
Install software in test environment	20 work days after contract award	Test server and software for test environment
Install software and hardware in production environment (data center 1)	40 work days after contract award	Production server and production software installed and available in data center 1.
Install software and hardware in production environment (data center 2)	60 work days after contract award	Production server and production software installed and available in data center 2.
Provide Training to ICE SSO team in application support and software administration	90 work days after contract award	Training documentation and presentation materials, 10 printed copies and 5 electronic copies.
Provide license for ICE user population	120 work days after contract award	License for 30,000 users and maintenance for 1 year
Provide product documentation and example application configurations	120 work days after contract award	Product documentation, 10 full sets of printed documentation and 5 electronic copies on CD.
Submit Progress Reports	Upon the commencement of work	Weekly Status Reports



All deliverables shall be delivered in electronic form. The electronic copy can be delivered via email. All deliverables, including the electronic copy, which shall be written in MS Office 97 or a later version, shall be delivered to the following Project Manger and COTR:

Project Manager:

Immigration & Customs Enforcement

ATTN: **Sandra Felton**

801 I Street NW

Washington, DC 20536

Tel No: (b)(2)Low

E-mail: (b)(6)

COTR:

Immigration & Customs Enforcement

ATTN: TBD

801 I Street, NW

Washington, DC 20536

Tel No:

E-mail:

Monthly Activity

The Contractor(s) shall, as appropriate, provide monthly status reporting for each Task listed in this Statement of Work to the COTR, and Contract Specialist. The status report shall include accomplishments, status of ongoing activities, management issues, recommendations for problem resolution, and upcoming activities.

The Contractor(s) Monthly Activity shall also include estimates of the current month's travel expenses, overtime, and any other direct costs (ODCs).

Acceptance Criteria

ICE will accept or reject deliverables within 10 days after delivery. If rejected, the Contractor(s) shall make corrections as specified and resubmit the deliverable for review and approval.

6.0 TRAVEL & OTHER DIRECT COSTS

Contractor personnel shall be available to travel to worksites within the continental United States (CONUS). Contractor personnel shall not be reimbursed for travel expenses for travel between their place of residence and their place of work. The Government COTR shall approve all official travel requests **prior** to the Contractor processing an employee travel request and must review and approve all per diem requests in excess of the Joint Travel Regulation (JTR) (e.g. staying in a hotel where the room rates exceed the JTR). Travel and payment of per diem shall be in accordance with (IAW) JTR and DHS guidance.

In accordance with contractual provisions, Government-specified other direct costs (ODCs) include such items as travel, training, supplies (including non-consumable/expendable computer supplies that the Contractor required to accomplish the task order work assigned. The government estimates that the Contractor shall incur training, supplies and other ODCs not to exceed \$10,000 in order to accomplish this task. Limited travel, training, or supplies costs shall not be incurred under this task without the written approval of the COTR.



At the direction of the COTR, the Contractor shall provide supplies necessary to support any activity under this task. No travel or training costs shall be incurred without the approval of the COTR.

While travel is the exception rather than the rule, all travel must be approved in advance and the Contractor(s) employees shall submit one copy of the approved travel authorization form (Attachment 1), and all travel related receipts (such as transportation, hotel, rental car, and other incidentals for each trip) with the invoicing spreadsheet. The invoicing spreadsheet shall contain each Contractor(s) employee's travel costs for the period of performance.

Other Direct Costs (ODCs) must be approved in advance by the COTR for each reporting period; the Contractor(s) shall attach the ODC approval form (Attachment 2) to the invoice. Should the Contractor(s) employee perform activities for another DHS or Governmental entity, the Contractor(s) employee must note the number of hours, the date worked, and the name of the entity.

The Contractor(s) shall track and invoice special projects within this Statement of Work that may be specifically funded by Congress, OMB, or the Department. The Contractor(s) shall also, at the direction of the COTR, track and report on special projects and activities, as may be required to establish earned value for those projects and activities.

7.0 PERIOD OF PERFORMANCE

The period of performance shall commence on the date of award and continue for a period of six (6) months.

8.0 CONFLICT OF INTEREST AND AVOIDANCE INFORMATION

In accordance with the terms and conditions of the contract, the Contractor shall notify the Contracting Officer and COTR in writing of any potential conflicts of interest through their performance on this task order.

9.0 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT & INFORMATION

Personnel assigned to the performance of this call shall be required to work on-site at 801 I Street NW Washington, DC 20536. Contractor personnel will be furnished with semi-private work areas equipped with a workstation, and have access to a laser printer, telephones, cellular phones, and general office supplies.

If space cannot be provided at Government facility, the Contractor will have to provide workspace at their offices with the understanding that off-site rates will apply.

Government Furnished Equipment (GFE)



The Government will provide furnished workspace(s), computer equipment and peripherals, and telecommunication equipment.

The Contractor(s) shall keep and maintain an inventory of Government-furnished equipment, which shall be made available to the Project Manager upon request.

Government-Furnished Information (GFI)

OCIO shall provide initial familiarization, and any information manuals, texts, briefs and other materials associated with this task as required.

The Government will arrange all required meetings, teleconferences, video-teleconferences or consultations between Contractor and Government personnel associated with or have an interest in the Atlas Program.

10.0 SECTION 508 COMPLIANCE

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

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

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

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

36 CFR 1194.24 – Video and Multimedia Products, applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation shall also comply with the software standards (1194.21) when the presentation is through the use



of a Web or Software application interface having user controls available.

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

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

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

Exceptions for this work statement have been determined by DHS and only the exceptions described herein shall be applied. Any request for additional exceptions shall be sent to the COTR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may be applied:

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

When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires approval from the DHS Office on Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.



11.0 SECURITY REQUIREMENTS

11.1 GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in this Contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

11.2 SUITABILITY DETERMINATION

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

11.3 BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the

contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:



1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form
will be submitted via e-QIP (electronic Questionnaires for
Investigation Processing) (2 copies)
2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports
Pursuant to the Fair Credit Reporting Act"
5. Optional Form 306 Declaration for Federal Employment (applies to contractors as
well)
6. Authorization for Release of Medical Information

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

11.4 CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.



The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made.

The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

11.5 EMPLOYMENT ELIGIBILITY

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

11.6 SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.



11.7 INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

11.8 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

INFORMATION TECHNOLOGY SECURITY CLEARANCE

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12.0 PROJECT MANAGEMENT PLAN

The Project Management Plan is a formal approved document that defines how the project is executed, monitored, and controlled. The Project Management Plan will be reviewed and approved by the ICE COTR prior to acceptance and implementation. At a minimum, the Project Management Plan shall contain, but not be limited to, the following:

- Project Scope Management Plan
 - Work Breakdown Schedule (WBS)
 - WBS Dictionary
 - Scope Control
 - Scope Verification
- Schedule Management Plan
 - Schedule Baseline
 - Schedule Control
- Risk Management Plan
- Deployment Plan

13.0 DHS HLS EA COMPLIANCE

All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the Contractor shall comply with the following Homeland Security Enterprise Architecture (HLS EA) requirements:



- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware or software shall be currently compliant with the HLS EA Technology Reference Model (TRM) Standards and Products Profile or receive approval prior to contract award.
- All data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model.
- In compliance with Office of Management and Budget (OMB) mandates, all network hardware shall be IPv6 compatible without modification, upgrade, or replacement.

**Attachment 1
REQUEST FOR TRAVEL AUTHORIZATION**

REQUESTOR: _____

TELEPHONE NUMBER: _____

DATE SUBMITTED: _____

DATE REQUIRED: _____

PURPOSE: _____

TRAVEL ITINERARY

NAME OF PERSON TRAVELING: _____

TRANSPORTATION

DATE(S)	TRIP ITINERARY		CARRIER NAME	COST
	Origin	Destination		
TOTAL TRANSPORTATION				\$0.00

RENTAL CAR

RENTAL AGENCY	FROM LOCATION	TO LOCATION	DATES	AMOUNT OF DAYS	COST
TOTAL RENTAL CAR					\$0.00

LODGING & MEALS

DATES	HOTEL NAME & LOCATION	HOTEL RATE/DAY	PER DIEM RATE/DAY	NUMBER OF DAYS	COST
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL LODGING AND MEALS					\$0.00

OTHER (Please list and describe the nature of any additional miscellaneous expenses which may be incurred)

ITEM	Description	Estimated Cost
TOTAL OTHER COST		\$0.00

SUMMARY OF ESTIMATED COSTS

	COSTS
AIRFARE	\$0.00
RENTAL CAR	\$0.00
LODGING & MEALS	\$0.00
MISCELLANEOUS	\$0.00
GRAND TOTAL	\$0.00

I have reviewed the request for Travel and find the estimated cost acceptable:

ICE COFR

**ATTACHMENT 2
REQUEST FOR OTHER DIRECT COSTS**

Contractor: _____

Task Order Number: _____

Requestor's Name: _____

Purpose: _____

Item	Vendor	Qty	Est. Unit Price	Total
TOTAL				\$

I have reviewed the request for ODC's and find the estimated cost acceptable:

ICE COTR _____

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 11/05/2008	4. REQUISITION/PURCHASE REQ. NO. Admin Modification	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Information Tech/SW & HW Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800 Washington DC 20536	CODE ICE/TE/SW/HW	7. ADMINISTERED BY (If other than Item 6) ICE/Information Tech/SW & HW Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800 Attn: Jorge Martell Washington DC 20536	CODE ICE/TE/SW/HW
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GOVPLACE 15707 ROCKFIELD BLVD SUITE 305 IRVINE CA 926182829		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 9570508830000		FACILITY CODE	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-07-D-00025 HSCETE-08-J-00515	
		10B. DATED (SEE ITEM 11) 09/30/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

DUNS Number: 957050883


The purpose of this No Cost administrative modification is to:

1. Change the payment office address to read as follows:

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Attn: ICE-OCIO-ATLAS
Attn: Miguel Cruz
Williston VT 05495-1620

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelvin Glymph
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 11/05/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-07-D-00025/HSCETE-08-J-00515/P00001

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 GOVPLACE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Designate Miguel Cruz as the Contracting Officer Technical Representative (COTR) for this order. The contact information for the COTR is listed below.</p> <p>Miguel A. Cruz ICE/OCIO/AMB U.S. Immigration and Customs Enforcement 801 I St., NW, Ste. 700 Washington, DC 20536 Office: (b)(2)Low Fax: (b)(2)Low</p> <p>All other terms and conditions remain unchanged. Period of Performance: 09/30/2008 to 03/29/2009</p>				