

Company Name:

Science Applications International Corporation (SAIC)

Contract Number:

GS-07F-0210J (GS07F0210J)

Order Number:

HSCEMD-09-F-00232 (HSCEMD09F00232)

Requisition/Reference Number:

192109ITG16100053

Period of Performance:

9/30/2009 through 7/30/2010

Services Provided:

This provides the ICE Office of Intelligence with support services at the Intelligence Processing Center in Rosslyn, Virginia under the direction of the Intelligence Programs Division.

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 09/29/2009		2. CONTRACT NO. (If any) GS-07F-0210J		6. SHIP TO: a. NAME OF CONSIGNEE DHS/ICE/INTELLIGENCE	
3. ORDER NO. HSCEMD-09-F-00232		4. REQUISITION/REFERENCE NO. 192109ITG16100053		b. STREET ADDRESS 10TH FLOOR PNC 500 12TH STREET SW	
5. ISSUING OFFICE (Address correspondence to) ICE/Mission Support/OAQ Dallas Immigration and Customs Enforcement Office of Acquisition Management 7701 N. Stemmons Freeway, Suite 300 Dallas TX 75247				c. CITY WASHINGTON	
				d. STATE DC	e. ZIP CODE 20023
7. TO: a. NAME OF CONTRACTOR SCIENCE APPLICATIONS INTERNATIONAL CORPORATION				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 10260 CAMPUS POINT DRIVE MAIL STOP G2				REFERENCE YOUR: Quote 73713 8/31/9	
d. CITY SAN DIEGO				e. STATE CA	
				f. ZIP CODE 921211578	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ICE Office of Intelligence	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <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		14. GOVERNMENT B/L NO. b. ACCEPTANCE Destination		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
				16. DISCOUNT TERMS Net 30	

**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: [redacted] b2High OBL PROCESSING POC: Lewis Baker 202-732-[redacted] b6 Product/Service Code R423 Intelligence Services, NAICS 541690  This is Order HSCEMD-09-F-00232 issued Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHS, ICE				\$6,428,062.50		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-INTEL				\$6,428,062.50		
c. CITY Williston		d. STATE VT	e. ZIP CODE 05495-1620			

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Jill Thomas TITLE: CONTRACTING/ORDERING OFFICER	
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OPTIONAL FORM 347 (Rev. 4/2006) Prescribed by GSA/FAR 48 CFR 53.213(a)

**FFMS OBLIGATED 9/30/09**

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

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	against GSA schedule contract GS-07F-0210J, for intelligence analysis support. The contractor shall provide the services in accordance with the Statement of Work (SOW), which is Attachment A to this order. The Government's QASP is included as Attachment B. This order is subject to the terms and conditions of the schedule contract as supplemented by this order. The period of performance is for a base period of date of award through 10 months thereafter with one option the Government may exercise to extend 6 months. Accounting Info: <div style="background-color: #cccccc; padding: 5px; text-align: center;">b2High</div> Period of Performance: 09/30/2009 to 07/30/2010					
0001	Lead Intelligence Analyst (Program Analyst III)		HR			
0002	Intelligence Analyst (Program Analyst II) Estimated Hours: <span style="background-color: #cccccc;">b4</span> (hours incrementally funded are <span style="background-color: #cccccc;">b4</span> )		HR			
0003	Program Manager III		HR			
0004	Project Controller II	b4	HR			
0005	Travel Estimated at <span style="background-color: #cccccc;">b4</span> Incrementally funded.		LO			
1001	Lead Intelligence Analyst (Program Analyst III) Amount: \$ <span style="background-color: #cccccc;">b4</span> (Option Line Item) 07/31/2010		HR	b4	0.00	
1002	Intelligence Analyst (Program Analyst II) Continued ...		HR		0.00	

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

**\$6,428,062.50**

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Estimated Hours: [b4] (hours funded 90,971) Amount: \$ [b4] (Option Line Item) 07/31/2010					
1003	Program Manager III Amount: \$ [b4] (Option Line Item) 07/31/2010	[b4]	HR	[b4]	0.00	
1004	Project Controller II Amount: \$ [b4] (Option Line Item) 07/31/2010	[b4]	HR	[b4]	0.00	
1005	Travel Estimated at [b4] Incrementally funded. Amount: \$ [b4] (Option Line Item) 07/31/2010		LO	[b4]	0.00	
	<p><b>CONTRACTOR ACCEPTANCE:</b></p> <p>The Contractor is requested to acknowledge acceptance of this task order by signing in the space below and returning a copy of this page with signature to the Contracting Officer via e-mail or fax (214) 905 5568.</p> <p>_____ Signature</p> <p>_____ Title</p> <p>_____ Date</p> <p><b>FOR COMMUNICATION OF THIS ORDER:</b></p> <p>All communications and invoices must reference order number HSCEMD-09-F-00232.</p> <p><b>NOTE:</b> The contractor should not accept any instruction that results in a change to the services ordered herein from an Entity or individual other than a Contracting Officer at the issuing office.</p> <p>Continued ...</p>					

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\$0.00

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p><b>CONTACT INFORMATION:</b></p> <p>Procurement POC is Jill Thomas (214) 905- [b6]</p> <p>COTR and Program POC is Lewis Baker (202) 732- [b6]</p> <p><b>INVOICE INSTRUCTIONS:</b></p> <p>Invoices shall be submitted via one of the following three methods:</p> <p>a. By mail:</p> <p style="padding-left: 40px;">DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: HQ/SEVP invoice</p> <p>b. By facsimile (fax): (include a cover sheet with point of contact &amp; # of pages)</p> <p style="padding-left: 40px;">802-288-7658</p> <p>c. By e-mail:</p> <p style="padding-left: 40px;">Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<a href="http://www.ccr.gov">http://www.ccr.gov</a>) and shall be anotated on every invoice submitted. The ICE program office shall also be anotated on every invoice.</p> <p>Payment inquiries are to be directed to Dallas Finance Center at (214) 915-6277</p> <p><b>INCORPORATED CLAUSES:</b></p> <p>FAR 52.217-8 Option to Extend Services (Nov Continued ...</p>					
<b>TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))</b>					<b>\$0.00</b>	

**ORDER FOR SUPPLIES OR SERVICES  
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>1999):</p> <p>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 prior to task order expiration. (End of Clause)</p> <p>FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000):</p> <p>(a) The Government may extend the term of this contract by written notice to the Contractor prior to expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension. (b) If the Government exercises this option, the extended contract shall be considered to include this option clause. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 1 year, 10 months. (End of Clause)</p> <p>HSAR 3052.204-71, Contractor Employee Access (JUN 2006) Alternate I:</p> <p>(a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a Continued ...</p>					

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>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:</p> <p>(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, <input type="checkbox"/>Policies and Procedures of Safeguarding and Control of SSI, <input type="checkbox"/> 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 <input type="checkbox"/>For Official Use Only, <input type="checkbox"/> 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 <input type="checkbox"/>sensitive <input type="checkbox"/> or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.</p> <p>Continued ...</p>					

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(b) <input type="checkbox"/> Information Technology Resources <input type="checkbox"/> 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.</p> <p>(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.</p> <p>(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.</p> <p>(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 Continued ...</p>					

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>contract performance.</p> <p>(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.</p> <p>(End of clause)</p> <p>(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.</p> <p>(h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.</p> <p>(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).</p> <p>(j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.</p> <p>(k) Non-U.S. citizens shall not be authorized to access or assist in the</p> <p>Continued ...</p>					

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\$0.00

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	<p>development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:</p> <p>(1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;</p> <p>(2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and</p> <p>(3) The waiver must be in the best interest of the Government.</p> <p>52-6 06-01-2006 HSAR</p> <p>(1) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.</p> <p>(End of clause)</p> <p>Clause HSAR 3052.209-70 Prohibition on contracts with corporate expatriates (JUN 2006) applies to this order. The offeror represents that 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.</p> <p>HSAR 3052.215-70 Key Personnel (DEC 2003):</p> <p>(a) The personnel specified below are considered essential to the work being Continued ...</p>					

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>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, as appropriate.</p> <p>(b) Before removing or replacing any of the specified individuals, 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 until the Contracting Officer approves the change.</p> <p>The Key Personnel under this task order are listed below.</p> <p>Allan Kallmann, Lead Intelligence Analyst/Program Analyst III Jim Everett, Program Manager III</p> <p>(End of clause)</p> <p>HSAR 3052.228-70, Insurance (DEC 2003):</p> <p>In accordance with the clause entitled <input type="checkbox"/>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:</p> <p>(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).</p> <p>(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).</p> <p>(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).</p> <p>(End of clause)</p> <p>Continued ...</p>					

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\$0.00

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	<p>HSAR 3052.242-72 Contracting Officer's Technical Representative (DEC 2003):</p> <p>(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.</p> <p>(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.</p> <p>(End of clause)</p> <p>Time and Materials Order:</p> <p>FAR 52.212-4, Alternate I (Oct 2008) applies to this Time and Materials order. This order is incrementally funded. The funded amount in block 17 (i) of this order is the ceiling. Per (D)(1) of the clause, the other direct cost allowed is Travel. Per (D)(2) of the clause, the indirect cost allowed is G&amp;A on travel. The contractor shall notify the contracting officer upon reaching 85% of the ceiling. The contractor may not exceed the ceiling unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling</p> <p>Continued ...</p>					

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\$0.00

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>price for performance under this order.</p> <p>The total amount of award below is the potential amount including the option period, if exercised. The funded amount shown in block 17(i) of the order (OF 347) is the current ceiling.</p> <p>The total amount of award: \$7,423,639.30. The obligation for this award is shown in box 17(i).</p>					

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\$0.00

## **PERFORMANCE BASED STATEMENT OF WORK FOR INTELLIGENCE ANALYSIS SUPPORT**

**Department of Homeland Security (DHS), U.S. Immigration and Customs  
Enforcement (ICE), Office of Intelligence (INTEL)**

### **1. Background**

The Office of Intelligence (Intel) has unique capabilities employed in support of the overall ICE mission under **Secure Communities** and the ICE Law Enforcement Support Center (LESC). Intel is currently responsible for four (4) specific processing requirements resulting from the following:

- Queries from the Office of Personnel Management (OPM) relating to potential applicants for Federal employment – *Existing LESL workload*
- Queries from the United States Secret Service (USSS) (primarily for potential White House visitors) – *Existing LESL workload*
- Queries on potential firearms purchasers under the Brady Bill– *Existing LESL workload*
- Biometric criminal history matches to aliens admitted at Ports of Entry (biometric watchlist hits) – *New workload*

Intel processes these workloads in an efficient manner while exploiting the information for intelligence purposes to support the mission of **Secure Communities** and ICE operations. For example, information on criminal alien movement through ports of entry and within the country could identify trends or patterns of interest to ICE, such as violent gangs expanding their territory. Additionally, information on non-US citizens attempting to purchase firearms in the US could assist in identifying the “straw purchasers” that help fuel the traffic of arms to Mexico. Intel must work with each process on a very basic level in order to gain an expert understanding of the data involved.

### **2. Scope/Objectives**

Intel is establishing an Intelligence Processing Center in Rosslyn, Virginia under the direction of the Intelligence Programs Division. Contractor intelligence analyst support is required to eliminate the backlog, respond to OPM queries, USSS queries, Brady queries and other intelligence priorities.

After conducting record checks appropriate to workflow need, Intelligence Research Specialists will refer potential investigative leads to senior Program Managers (PMs) designated as the COTRs technical monitors. The program managers will review potential leads and refer to appropriate operational components based on criteria provided by OI and DRO.

Sixty contract analysts will be needed to eliminate the backlog within eight months. Furthermore, contract analysts will respond to OPM, USSS and Brady queries. Analysis will be conducted on all data sets for lead development and assessments will be conducted to identify trends and patterns. Special assessments and threat assessments will be conducted utilizing various data sets. Once the backlog is eliminated, the requirement for contractor support is expected to decrease correspondingly dependent upon the workload.

### 3.0 Task Requirements

3.1 The contractor shall perform the following tasks in providing intelligence analyst support to the ICE Office of Intelligence at various locations nationwide.

- a. The Contractor will conduct searches of designated ICE systems, third agency computer systems and open source sites in order to identify violations and lead viability.
- b. The Contractor will provide written reports for the purpose of tracking viable leads for ICE field investigations.
- c. The contractor shall provide SSBI cleared intelligence analysts to perform analysis and production tasks.

**Intelligence Analysts task include:**

1. Provide in-depth research, analysis, and cultivation of internal law enforcement data and private sector data
  2. Development of leads for review by Government Program Managers
  3. Provide extraction of critical data elements into databases to support ICE intelligence efforts
  4. Travel as indicated via technical direction by the ICE COTR to various ICE Intel locations in support of on going operations and/or mission critical initiatives
  5. Provide Business planning focus session documents and After Action reports
  6. Participate in training with government counterparts on a variety of databases
  7. Analyze and explore information technology requirement upgrades and products
  8. Produce Intelligence reports, threat reports and special studies
  9. Provide Analysis and strategy reports
- d. The contractor shall provide liaison support involving intelligence analysis as related to ICE operational requirements.
  - e. The contractor shall review message traffic and prepare daily reports.
  - f. The contractor shall collect, review, interpret, evaluate, and integrate data from multiple sources assessing its relevance and significance as it relates to the assigned area, and identify time-sensitive items of interest for ICE Government Program Managers.
  - g. The contractor shall prepare new or revise previous analyses, assessments or other intelligence products, and request downgraded and/or declassified versions of intelligence reports for dissemination to ICE entities.
  - h. In the event a contractor employee submits their resignation, the contractor will notify the Government within 2 business days. The Contractor will have 30 days to fill vacant positions. A position is considered "filled" when their completed security package is given to the COTR for submission to ICE OPR Dallas. If a position becomes vacant during performance, it shall not be billed until the replacement starts work.

3.2 The contractor shall provide personnel in accordance with the general requirements as follows.

**Intelligence Analyst:**

**Functional Responsibility:** Provides specialized intelligence and threat analysis and production support. Accesses and performs research on designated automated intelligence databases for the purpose of identifying information of interest to the customer, down-loading the identified information to an appropriate medium, and editing the information into format(s) to be specified by the customer. Provides intelligence and threat analysis of the information that is tailored to the customer's requirements. Develops documents, summaries, reports, presentations. Presents briefings to key personnel. A major portion of this work involves reports writing.

**Minimum Education/Experience:** Bachelors Degree and 5 years experience in intelligence and threat analysis or Masters Degree and 3 years of related intelligence experience. Applicants subject to security investigation and must meet eligibility requirements for access to classified information.

**Lead or Senior Manager - Intelligence:**

**Functional Responsibility:** Manage and provide specialized intelligence and threat analysis and production support. Access and perform research on designated automated intelligence databases for the purpose of identifying information of interest to the customer, down-loading the identified information to an appropriate medium and editing the production of their staff and ensuring it is in the format(s) to be specified by the customer. Provides intelligence and threat analysis of the information that is tailored to the customer's requirements. Provides leadership and guidance to lower level employees. Serves as the functional point of contact with the government COTR and the COTR's technical monitors on site for submission of production and reports.

**Minimum Education/Experience:** Bachelors Degree and 7 years experience in intelligence and threat analysis or Masters Degree and 4 years of related intelligence experience. Prior management and supervisory experience required. Applicants subject to security investigation and must meet eligibility requirements for access to classified information.

**3.3 Constraints and Performance Standards**

- The introduction of the 10-print fingerprint technology and initial business requirements linked to passenger processing have created a backlog of unprocessed Biometric Watch List hits that is currently at over 156,000. This backlog is expected to continue to grow at a steady rate of approximately 27,000 hits per month and the backlog will reach nearly 240,000 by September 1, 2009
- The combined OPM, USSS, and Brady Bill requests total nearly 18,000 per month and will be expected to grow by approximately 8% each year
- After a reasonable start-up period (30 days), each Intel position/contractor shall process 32 checks per day, which come from each of the four workloads: OPM,



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USSS, Brady Bill, Biometric Watch List. Sworn officers within Intel will be able to receive and review contractor output on a daily basis.

- The initial surge of contractors will reduce the backlog to zero within eight months, at which point the government will begin to assume the routine day to day processing of 45,000 monthly checks. It is expected that the government will fully assume day to day processing with 10 months from start of the contract.
- The contractor shall have no more than 3 complaints in writing per year on minor problems for which corrective actions taken by the contractor appear or were satisfactory.
- Deliverables must be accurate, complete, and received on time 98% of the time. Any required corrections must be minor.

### 4. Deliverables

a. **Start Work Meeting.** A start work meeting with the government will be conducted within 7 calendar days following award of the task order. The start work meeting will be conducted at the government site in ICE HQ or at the contractor's facility at the discretion of the Contracting Officer's Technical Representative (COTR).

b. **Work Plan.** A work plan and schedule will be provided to the government not later than 5 calendar days after the start work meeting has been conducted.

c. **Checks:** After a reasonable start-up period (30 days), the contractor must process 32 checks per day per each analyst position/contractor, which come from each of the four workloads: OPM, USSS, Brady Bill, and Biometric Watch List.

d. **Daily Reports:** The contractor shall review message traffic and prepare daily reports. They shall be delivered by Close of Business each day to the ICE Technical Monitor.

e. **Ad-Hoc Reports:** The contractor shall collect, review, interpret, evaluate, and integrate data from multiple sources assessing its relevance and significance as it relates to the assigned area, and identify time-sensitive items of interest for ICE. This reports should be submitted within 2 calendar days of the need for the report.

f. **Monthly Status Reports.** The contractor shall provide a monthly status report no later than 10 calendar days after the end of the month. It will include accomplishments during the reporting period in meeting SOW requirements including: number of checks completed per person each day and total per month; accomplishments planned for the next reporting period; issues/problems that require government attention/assistance. This must also include total cost expended, but also include a detailed breakdown to show hours expended by labor category and any travel costs expended. This shall correlate with the monthly invoices.

g. **Intelligence reports, threat reports and special studies:** The contractor shall prepare new or revise previous analyses, assessments or other intelligence products, and request downgraded and/or declassified versions of intelligence report for dissemination to ICE entities.

Documents prepared will include a narrative assessment, identify the technical approach and outline points that must be considered, potential barriers, entities involved, recommendations and conclusions.

All work completed, or in various stages of completion, is the property of the government. The contractor will not use any of the products developed within this order for any other purpose. At the end of the order, the contractor will surrender all drafts and uncompleted programs, reports, and technical documentation, which will be considered as deliverables for this purpose.

## **5. GOVERNMENT FURNISHED EQUIPMENT**

The Government will provide contractor personnel with adequate equipment and supplies to perform their assigned tasks. Any equipment furnished by the Government to the contractor to perform the work under this contract will be returned to the Government at the termination of the contract. Any training materials, policies, procedures, timelines or other documentation, electronic work product, is the property of DHS. The contractor will not copyright, nor own exclusive rights to products developed by contractor employees for DHS.

## **6. TRAVEL**

6.1 Contractors may perform travel in the accomplishment of this task. This includes travel to attend conferences and meetings as required, provide status reports to senior Government leadership and local travel between contractor and ICE offices.

6.2 Actual destinations and duration are subject to change during the course of this SOW.

6.3 Contractor's temporary duty travel will be conducted at the written direction of ICE intelligence in support of automated training requirements as well as case support activities.

6.4 All travel will be conducted in accordance with the provision of the Federal Travel Regulations, with appropriate pre-travel cost estimates approved prior to travel in writing by the COTR and written travel claims processed in a timely manner through contractor.

Air travel will be accomplished on regularly scheduled commercial flights in the most economical manner. Reimbursement for the cost of lodging and incidental expenses will be considered to be reasonable and allowable to the extent that costs submitted for reimbursement do not exceed the rates and amounts allowed by the Federal Travel Regulation as applies to civilian employees of the United States Government.

## **7. PERIOD OF PERFORMANCE.**

7.1 The period of performance for this Time and Materials type of order shall be date of award through 10 months thereafter, plus one six month option as the need of the agency exists.

## **8.0 REVISIONS IN LEVEL OF EFFORT**

The evolving and changing mission of the Department of Homeland Security, Immigrations and Customs Enforcement, Office of Intelligence, requires contract flexibility allowing for revisions in the numbers of analysts or consultants.

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Actual numbers of required contract support analysts, office destinations and duration are subject to change during the course of this SOW.

Additions or reductions will be made at the current fixed labor rates. These changes in staffing will be accomplished only via a formal modification to the existing task order. The staffing date for the change shall be no less than 2 weeks after the task modification.

### 9. PLACE OF PERFORMANCE

The principal place of performance is on-site at the Government installation listed below.

1525 Wilson Blvd Arlington, VA.

Travel for temporary duty for 30 days may be required at one of the following Field Intelligence Group (FIG) locations. Location and temporary duty travel duration is dependent upon the workload and priorities as defined by the Office of Intelligence COTR. This temporary duty may be extended for up to 60 days. It is anticipated that this could occur twice per year.

Atlanta, GA 30344  
Baltimore, MD 21202  
Detroit, MI 48226  
Bloomington, MN 55425  
Boston, MA 02222  
Buffalo, NY 14202  
Chicago, IL 60607  
Dallas, TX 75247  
Dulles, VA 20166  
El Paso, TX 79902  
Englewood, CO 80111  
Honolulu, HI 96813  
Houston, TX 77032  
Long Beach, CA 90831  
Miami, FL 33172  
New Orleans, LA 70113  
New York, NY 10001  
Newark, NJ 07114  
Philadelphia, PA 19106  
Phoenix, AZ 85004  
Portland, OR 97209  
Rosslyn, VA 22209 (Primary Site)  
San Antonio, TX 78239  
San Diego, CA 92101  
San Francisco, CA 94111  
San Juan, PR 00937  
Seattle, WA 98134  
Tampa, FL 33607  
Tucson, AZ 85711  
Washington, D.C. 20024

The workspace will be provided at various Intel locations within the Washington, DC commuting area and the Field Intelligence Group (FIG) locations. The workspace will be provided for the contractor to conduct case support activities, meetings, and other processing activities. Normal duty hours will range from 8 AM to 4:30 PM, Monday through Friday (8 hours days), excluding

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Government holidays. Modification to duty hours may be required to accommodate Intel Headquarters and Field Office staff alternate work schedules.

### **10. SECURITY REQUIREMENTS**

The Contract intelligence analysts must be clearable to possess a SSBI background investigation in order to gain TECS access.

#### **GENERAL**

The Department of Homeland Security (DHS) has determined that performance of the task as described in this Statement of Work 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.

#### **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.

#### **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 OPR-PSU. 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 OPR-PSU through the COTR, no less than 45 days before the starting date of the

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contract or 45 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"
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. Drug Questionnaire
6. Alcohol Questionnaire

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.

**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.

### **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.

### **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.

### **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..* 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).

### **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).

## **11. ADMINISTRATIVE CONSIDERATIONS**

### **Points of Contact**

#### **Contracting Officer's Technical Representative**

Mr. Lewis C. Baker

ICE Office of Intelligence, Unit Chief Procurement & Logistics

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Washington, D.C. 20024

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#### **Program Manager**

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## **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

### **1. AUTHORITY**

Authority for issuance of this QASP is provided under the contract Inspection and Acceptance clause, which provides for inspections and acceptance of the articles, services, and documentation called for under the order. The Government will review and verify that all services and deliverables fulfill the requirements and standards stated in the associated order as well as within the designated timeframe. The Government, through its authorized representative, has the right, at all reasonable times, to inspect, or otherwise evaluate the work performed, or being performed, hereunder and shall notify the Contractor of unsatisfactory performance.

### **2. GOVERNMENT RESPONSIBILITIES**

The Contracting Officer (CO) is a person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government. The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

The COTR is an individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for a COTR is the Contracting Officer. COTR limitations are contained in the written letter of designation. The COTR provides detailed technical oversight of the Contractor's performance and reports his or her findings to the Contracting Officer in a timely, complete and impartial fashion.

While the COTR may serve as a direct conduit to provide Government guidance and feedback to the Contractor on technical matters, he or she is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

### **3. CONTRACTOR RESPONSIBILITIES**

The Contractor must deliver according to the Statement of Work and the performance standards. The contractor, and not the Government, is responsible for the day-to-day performance of the work and all the management and quality control actions required to meet the terms of the order and provide quality services and deliverables. The contractor is required to develop a program of inspections and monitoring actions per a Quality Control Plan that they must implement. The role of the Government in quality assurance is to ensure quality performance is achieved and maintained.

### **4. METHODS OF SURVEILLANCE**

Random Inspection of the services will be conducted. DHS Feedback and valid complaints will also be considered. The COTR shall review documentation deliverables and maintain results on receipt and quality. Performance deficiencies shall be reported to the CO.



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**5. REQUIREMENTS AND PERFORMANCE STANDARDS (Surveillance Checklist)**

Task/Deliverable Requirement	Performance Standard	Acceptable Quality Level (AQL)	Performance Level Achieved  COTR FILLS IN	Method of Surveillance
Start Work Meeting	Due within 7 calendar days after award	Provided by the 5 <sup>th</sup> working day		100% Inspection
Work Plan	Due 5 calendar days after start work meeting	Accurate, complete received 100% on time.		100% Inspection
Checks	After start-up period (30 days), 32 checks per day per each analyst position/contractor per each of OPM, USSS, Brady Bill, Biometric Watch List.	1,920 checks per day for 60 analysts (32 Checks Each). Any revision in number of analysts revises AQL accordingly		Tabulation and Inspection of Contractor's Records
Daily Reports	By Close of Business	Accurate and complete report received on time 98% of the time. Any required corrections are minor.		Periodic Inspection
Ad Hoc reports	As Required within 2 calendar days	Accurate and complete report received on time 98% of the time. Any required corrections are minor.		Periodic Inspection
Monthly Status Report	Due 10 calendar days after end of month	Accurate and complete report received on time 98% of the time. Any required corrections are minor.		100% Inspection
Intelligence reports, threat reports and special studies	As required	Accurate and complete report received on time 98% of the time. Any required corrections are minor.		Periodic Inspection
Management/ Business Relations on all tasks	Customer Input	No more than 3 complaints per year on minor problems for which corrective actions taken by the contractor appear or were satisfactory.		DHS /Customer Feedback, Tabulation of Complaints, & Periodic Inspection

## 6. INCENTIVES

For performance that exceeds or routinely falls below the standard, details of either outcome will be recorded in the performance evaluation. Performance by the Contractor to correct defects found by the Government as a result of quality assurance surveillance and by the Contractor as a result of quality control, shall be at its' own expense, without additional reimbursement by the Government, and may result in acceptance with consideration or payment deductions.

## 7. DOCUMENTATION

The COTR will maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's surveillance. All such records will be retained for the life of this order. The COTR shall forward these records to the Contracting Officer at termination or completion of the order.

Thirty days prior to the end of each period, the COTR shall provide an annual assessment to the Contracting Officer on the contractor's Quality of Services, Cost Control, Timeliness of Performance, and Business Relations. This information shall be input in the Contractor Performance Assessment Reporting System (CPARS) in accordance with ICECAP 0406.01.03, FAR 42.15, HSAR 42.15.

The contractor shall be performing Satisfactory at minimum. As this information may affect future source selections throughout the government, as well as the continuation of the order, this annual assessment is a positive incentive and a performance oversight and communication tool. The annual ratings of CPARS are summarized below.

Exceptional – Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good – Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory - Performance meets contractual requirements. The contractual performance of the task and sub-task contain some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal - Performance does not meet most contractual requirements. The contractual performance of the task and sub-task being assessed reflect a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory – Performance does not meet contractual requirements and recovery is not likely in a timely manner. The contractual performance of the task or sub-task contains a serious problem(s) for which the contractor's actions appear or were ineffective.