

Company Name:
Alon, Inc.

Contract Number:
HSCEMS-09-A-00001 (HSCEMS09A00001)

Order Number:
HSCEMS-09-F-00022 (HSCEMS09F00022)

Period of Performance:
7/1/2009 through 5/12/2010

Latest Modification Processed:
P00001

Services Provided:
Provides program management, financial management, and associated support services to the Systems Development Division of the Chief Information Officer at ICE.

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 5

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

1. DATE OF ORDER 06/30/2009		2. CONTRACT NO. (If any) HSCEMS-09-A-00001		6. SHIP TO: a. NAME OF CONSIGNEE ICE Chief Information Officer	
3. ORDER NO. HSCEMS-09-F-00022		4. REQUISITION/REFERENCE NO. See Schedule		b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW Suite 700	
5. ISSUING OFFICE (Address correspondence to) ICE/Mission Support/Asst. Secretary Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 980 Washington DC 20536				c. CITY Washington	e. ZIP CODE 20536
7. TO: a. NAME OF CONTRACTOR ALON INC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 6800 VERSAR CENTER SUITE 303				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY SPRINGFIELD		e. STATE VA	f. ZIP CODE 221514178	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ICE Chief Information Officer	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input checked="" 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.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 05/12/2010	
b. ACCEPTANCE Destination		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: b2High Contact Information: COTR: Rita V. Swann, (202) 732- b6 Contracting Officer: Candace T. Lightfoot, (202) 732- b6 Contract Specialist: Deborah L. Freeman, Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME DHS, ICE						\$734,752.00
	b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-OCIO-SDD						\$734,752.00
c. CITY Williston		d. STATE VT	e. ZIP CODE 05495-1620				17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Candace T. Lightfoot TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER . . . SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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

DATE OF ORDER
06/30/2009

CONTRACT NO.
HSCEMS-09-A-00001

ORDER NO.
HSCEMS-09-F-00022

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>(202) 732- [b6]</p> <p>The Contractor shall provide all personnel, facilities, equipment, material, supplies, and services with the exception of Government Property furnishings and otherwise do all things necessary for or incidental to providing the services listed in the attached Statement of Work. Period of Performance: 07/01/2009 to 05/12/2010</p> <p>Base Labor - IDSE/SC Support Program Management Analyst (Intermediate) - \$ [b4] Technical Writer - \$ [b4] Administrative Specialist - \$ [b4] Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES Requisition No: 192109CIOSDD3DR15</p> <p>Accounting Info: [b2High]</p> <p>Funded: \$ [b4]</p>				[b4]	
0002	<p>Base Labor - SDD Division Support Program Manager (Financial /Budget) - \$ [b4] Financial/Cost Analyst (Senior) \$ [b4] Administrative Specialist - \$ [b4] Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES Requisition No: 192109CIOSDD0TL08</p> <p>Accounting Info: [b2High]</p> <p>Funded: \$ [b4]</p> <p>Continued ...</p>				[b4]	

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

\$734,752.00

**ORDER SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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

DATE OF ORDER
06/30/2009

CONTRACT NO.
HSCEMS-09-A-00001

ORDER NO.
HSCEMS-09-F-00022

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1001	Option 1 - Labor- IDSB/SC Support Program Management Analyst (Intermediate) - \$ b4 Technical Writer - \$ b4 Administrative Specialist - \$ b4 Period of Performance: 05/13/2010 - 05/12/2011 Amount: \$ b4 (Option Line Item) 05/13/2010				0.00	
1002	Option 1 Labor - SDD Division Support Program Manager (Financial /Budget) - \$ b4 Financial/Cost Analyst (Senior) \$ b4 Administrative Specialist - \$ b4 Period of Performance: 05/13/2010 - 05/12/2011 Amount: \$ b4 (Option Line Item) 05/13/2010 Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES				0.00	
2001	Option 2 - Labor - IDSB/SC Support Program Management Analyst (Intermediate) - \$ b4 Technical Writer - \$ b4 Administrative Specialist - \$ b4 Period of Performance: 05/13/2011 - 05/12/2012 Amount: \$ b4 (Option Line Item) 05/13/2011 Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES				0.00	
2002	Option 2 Labor - SDD Division Support Program Manager (Financial /Budget) - \$ b4 Financial/Cost Analyst (Senior) \$ b4 Administrative Specialist - \$ b4 Period of Performance: 05/13/2011 - Continued ...				0.00	

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

\$0.00

**ORDER SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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

DATE OF ORDER
06/30/2009

CONTRACT NO.
HSCEMS-09-A-00001

ORDER NO.
HSCEMS-09-F-00022

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>05/12/2012 Amount: \$ [REDACTED] (Option Line Item) 05/13/2011 Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES This is a Labor Hour (LH) Task Order against BPA HSCEMS-09-A-00001.</p> <p>All terms and conditions identified in BPA HSCEMS-09-A-00001 and GSA Schedules GS-10F-0125T and GS-23F-0328K are hereby incorporated by reference.</p> <p>The Contractor shall submit invoices to the Burlington Finance Center (BFC) via one of the following three methods:</p> <p>a. By mail: DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE-OCIO-SDD</p> <p>By facsimile (fax): (include a cover sheet with point of contact and number of pages) (802) 288-7658</p> <p>c. By e-mail: 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 (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.</p> <p>If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in Continued ...</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

**ORDER SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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

DATE OF ORDER
06/30/2009

CONTRACT NO.
HSCEMS-09-A-00001

ORDER NO.
HSCEMS-09-F-00022

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at anytime during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.</p> <p>During performance of this task order, upon approval of the COTR, the contractor may have the flexibility to adjust hours between labor categories as long as the task order ceiling is not exceeded.</p> <p>NOTE: THE CONTRACTOR SHALL NOT EXCEED THE TOTAL OBLIGATED AMOUNT AGAINST THIS TASK ORDER WITHOUT THE EXPRESS WRITTEN DIRECTION BY THE CONTRACTING OFFICER.</p> <p>The total amount of award: \$2,560,573.16. The obligation for this award is shown in box 17(i).</p>					

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

\$0.00

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FAR 52.217-8 Option to Extend Services. (NOV 1999)

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

FAR 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the task order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend within the period of performance of the contract. The preliminary notice does not commit the Government to an extension.

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

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

FAR 52.243-3 Changes - Time-and-Materials or Labor-Hours. (SEP 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specifically manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

FAR 52.242-15 Stop-Work Order (Aug 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

- (1) Cancel the stop-work order; or

- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

HSAR 3052.204-70 Security requirements for unclassified information technology resources. (JUN 2006)

- (a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.
- (b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.
- (1) Within 30 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.
- (2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.
- (3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.
- (c) Examples of tasks that require security provisions include--
- (1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
- (2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).
- (d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.
- (e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will

provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

HSAR 3052.204-71 Contractor employee access. (JUN 2006) -- Alternate I (JUN 2006)

(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 of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

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

(3) Information designated as For Official Use Only, which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

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

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

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

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

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

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

(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.

(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.

(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).

(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.

(k) Non-U.S. citizens shall not be authorized to access or assist in the 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:

(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;

(2) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and

(3) The waiver must be in the best interest of the Government.

(l) 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.

HSAR 3052.209-72 Organizational conflict of interest. (JUN 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting is unknown.

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

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

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

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

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

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

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

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

HSAR 3052.209-73 Limitation of future contracting. (JUN 2006)

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

(b) The nature of this conflict is unknown.

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

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

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

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

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

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

The Key Personnel under this Task Order is Krishan Chhabra, Program Manager.

HSAR 3052.222-70 Strikes or picketing affecting timely completion of the contract work. (DEC 2003)

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor

practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

HSAR 3052.222-71 Strikes or picketing affecting access to a DHS facility. (DEC 2003)

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access (DEC 2003) by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

HSAR 3052.242-71 Dissemination of contract information. (DEC 2003)

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

HSAR 3052.242-72 Contracting officer's technical representative. (DEC 2003)

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

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

**Task Order
Statement of Work
for
U.S. Immigration and Customs Enforcement
Office of the Chief Information Officer
Systems Development Division
Program Management, Financial Management, and Associated Support Services**

1.0 PURPOSE

The purpose of this Statement of Work is to obtain Program Management, Financial Management, Administrative and Technical Writing Support Services for the Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), Office of Management and Office of the Chief Information Officer (OCIO), Systems Development Division (SDD).

1.0 BACKGROUND

The Systems Development Division is responsible for systems development, implementation, enhancement and maintenance, and support for IT program initiatives. SDD is responsible for providing information technology support services in the development, implementation and maintenance of agency software applications. SDD is comprised of the following five branch areas:

- Enforcement Systems
- Detention and Removals Systems
- Intelligence and Decision Support Systems
- Federal Protective Service (FPS) / Student & Exchange Visitor Program (SEVP) Systems
- Business Support Systems

2.0 SCOPE/TASK DESCRIPTIONS

The scope of this work reflects all requirements that SDD may need throughout the year.

The Contractor shall provide support to SDD in the areas of Program Management, Financial Management, IT Specialist, Technical Writing, and Administrative Support Services that may include:

2.1 Program Office (PO) Support to Programs/Projects

The Contractor shall provide program/project management support services to include:

- Developing investment documentation, acquisition documentation, project reporting, analyze and develop responses to data calls, prepare Project Management Reviews (PMRs) and project status meetings, as required; maintain financial management earned value management (EVM) as required
- Prepare budget information

2.2 Financial Management (FM) Support

The Contractor shall provide financial management support to OCIO to include:

- Support budget planning, tracking, reporting and analysis in support of the program. Track actual execution categories and amounts against the performance plan and investigate variances. Coordinate with Program Control specialists;
- Maintain financial management of the budget; tracking obligated, committed, and expensed amounts against the plan. Maintain budget and expenditure forecasts. Perform budget planning against appropriated funds; perform analyses of alternative funding and expenditure scenarios. Prepare forecasted funding scenarios and compile documentation to demonstrate the need for funding requirements. Coordinate with the office of finance to confirm budget authority and status of funds;
- Collate and maintain the budget plan to meet the funding requirements. Review budget plans for all activities, reconcile against anticipated funding. Support oversight of execution of current funding authority across the projects" in progress; and other funded activities. Coordinate with DHS project portfolio planners, customer organizations and their respective finance offices, and support OMB liaison as required;
- Support the periodic budget formulation task for the program, prepare OMB 300B and other documents as required, and other directives and guidance, to report and justify the budget needs in the prescribed processes. Ensure that the analytical basis for the budget process has been developed by the customers and the data furnished by the contractor are supportable. Perform system and incremental Cost-Benefit Analyses to support investment decision-making;
- Attend and participate in systems management reviews, tracking project related expenditures, identifying shortfalls, propose reallocating funds when necessary, and serving as point of contact for addressing inquiries related to projects; funds prioritization and allocation;
- Track funding availability, status of plans, commitments obligation expenditures, and progress against the technical plan by customer, funding source or other classification as required;
- Document the customer invoicing and payment process; Assist in the implementation and execution of the invoice and payment processes, while working with FEDSIM, and the Office of Finance, to coordinate respective roles and responsibilities. Maintain the invoice validation record and manage exceptions to the invoice with the PMO, and FEDSIM. Review and recommend disposition of contractor invoices submitted to the COTR.

2.3 Information Technology Support

The Contractor shall provide Information Technology support to include:

- Performs technical and associated administrative efforts for tasks, including review of work products for correctness, compliance with industry-accepted standards, federal government legislative and regulatory requirements and user standards.
- Assist in developing requirements of IT product/service (including specifications, feasibility studies, requirements analysis, acquisition documentation etc) from inception to conclusion on simple to complex projects

2.4 Technical Writing Support

General technical writing support includes gathering, analyzing, translating and composing technical information into clear, readable documents to be used by technical and non-technical personnel. Composing technical documents including, user's manuals, training materials, installation guides, proposals, and reports. Editing functional descriptions, system specifications, user's manuals, special reports, or any other customer deliverables and documents. Conducting research and ensures the use of proper technical terminology. In addition, the Contractor shall

also provide technical writing support to include:

- Preparing all SLM/Acquisition documentation required by a project/program;
- Finalizing presentations, briefings, white papers, etc. (to exclude congressional testimony);
- Developing and preparing responses to data calls and other audit requests
- Ensuring that version control is administered on all documents;
- Preparing correspondence and packages for distribution;
- Drafting OCIO Procurement Request Fact Sheets (IT requirements < \$2.5M) or DHS IT Acquisition Review Checklist (IT requirements > \$2.5M);
- Provide any other technical writing assignments requested by a project or program; and

2.5 Administrative Support

The Contractor shall provide administrative support to include:

- Assisting with time and attendance activities;
- Coordinating travel activities;
- Calendar Management;
- Coordinating meetings for Division Managers to include meeting agendas and minutes;
- Developing and maintaining a division wide point of contact list;
- Developing and maintaining a division wide organizational chart;
- Acting as points of contact to distribute information;
- Creating ad-hoc reports;
- Preparation of read-ahead materials;
- Conference room scheduling; and
- Preparation and distribution of correspondence.

The following identifies the labor categories and descriptions that may be utilized under this task order:

Program Manager

Responsible for managing a large, complex program or several smaller complex programs. Develops and monitors program objectives, budgets and schedules and is responsible for all contractual, administrative, and financial aspects of the program. Responsible for ensuring conformity to contractual obligations, establishing and maintaining technical and financial reports to show progress on projects. Performing day-to-day management of overall contract support operations.

Education: BA/BS in one of the following disciplines-Accounting, Finance, Management, Business, Computer Science, Management Information Systems, Engineering, and Math.

Experience: A minimum of twelve (12) years of experience in performing program management support services or in a related field of study.

Additional Desired Certification - A professional certification in Program Management.

Additional Required Knowledge and Skills - In addition to the experience and educational requirements described above, the Program Manager shall possess the following knowledge and skills:

- Ability to communicate effectively, both orally and in writing.
- Ability to conduct detailed research and analysis of technical and cost data.

Program Management Specialist (Senior)

Senior level professional able to work independently to accomplish complex requirements associated with projects or a single, large complex project. Consults with and advises customers concerning requirements analysis, develops project plans, schedules, and budgets.

Education: BA/BS degree and 24 semester hours in one of the following disciplines: Accounting, Finance, Management, Business, Computer Science, Management Information Systems, Engineering, and Math.

Experience: A minimum of eight (8) years of experience in performing program management support services or in a related field of study.

Additional Desired Certification - A professional certification in Project or Program Management.

Additional Required Knowledge and Skills - In addition to the experience and educational requirements described above, the Program Manager shall possess the following knowledge and skills:

- Ability to communicate effectively, both orally and in writing.
- Ability to conduct detailed research and analysis of technical and cost data.

Program Management Analyst (Intermediate)

Mid-level professional able to work with customers to accomplish requirements associated with projects or a single, large complex project. Consults with and advises customers concerning requirements analysis, develops project plans, schedules, and budgets.

Education: BA/BS degree and 24 semester hours in one of the following disciplines: Accounting, Finance, Management, Business, Computer Science, Management Information Systems, Engineering, and Math.

Experience: A minimum of five (5) years of experience in performing program management support services or in a related field of study.

Additional Required Knowledge and Skills - In addition to the experience and educational requirements described above, the Program Manager shall possess the following knowledge and skills:

- Ability to communicate effectively, both orally and in writing.
- Ability to conduct detailed research and analysis of technical and cost data.

Financial/Cost Analyst (Senior)

The Senior Financial/Cost Analyst shall possess all of the demonstrated experience and knowledge requirements delineated below.

Education: Bachelor's degree or equivalent in finance, accounting, business, or other related scientific, functional, or technical discipline.

Experience: Eight (8) years of experience of financial management experience, including 4 years of specialized experience in financial management with demonstrated ability to supervise or lead a team of analysts ensuring that group analysts are working in concert to automate complex business practices within the timeframe specified by the customer and that all of the requirements are met. Must be able to assess products and procedures for compliance with Government standards, accounting principles, and multi-tiered system application standards. Must be able to grasp interrelationships between financial management requirements and automation solutions, considering the current system environment, and the potential integration of added systems concurrently or later. Prepares milestones status reports and presentations for colleagues, managers, subordinates, and end user representatives.

In addition to the experience and educational requirements described above, the Senior Financial/Cost Analyst shall possess:

- Ability to communicate effectively, both orally and in writing;
- Ability to conduct comprehensive research and analysis of technical and cost data.

IT Specialist (Senior)

Provide support to plan, coordinate, and implement the organization's information technology systems/processes. Responsible for conducting Information Technology support as described in the SOW. The IT Specialist shall possess all of the demonstrated experience and knowledge requirements delineated below.

Education: Bachelor's degree or equivalent in computer science, information systems, or other related scientific, functional, or technical discipline.

Experience: Six (6) years of computer experience, including 3 years of specialized experience as either a computer hardware and/or systems software specialist, or as a systems analyst with duties relating to the evaluation of third-and fourth-generation or state-of-the-art computer hardware and software and its ability to support specific requirements for systems management or large-scale system development and maintenance.

In addition to the experience and educational requirements described above, the Senior IT Specialist shall possess:

- Ability to communicate effectively, both orally and in writing;
- Ability to conduct comprehensive research and analysis of technical and cost data

Technical Writer

Responsible for the gathering, analyzing, translating and composing technical information into clear, readable documents to be used by technical and non-technical personnel. Composes documents including user's manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, systems specifications, special reports, or any other customer deliverables and documents. Conducts research and ensures the use of proper technical terminology.

Education: Bachelor's degree or equivalent.

Experience: Five (5) years of computer experience of developing and preparing complex technical publications utilizing state-of-the-art workstations, internal and external communications media, and software.

In addition to the experience and educational requirements described above, the Technical Writer shall possess:

- Ability to communicate effectively, both orally and in writing;
- Ability to conduct comprehensive research and analysis of technical and cost data.

Administrative Specialists

Provides administrative support such as typing, editing of word processing and other computer-based manuscripts, preparation of graphical and narrative presentation material. Provides assistance with maintaining personnel and other files prepares correspondence, schedules and coordinates travel. Supports the development of contract deliverables and reports by developing and updating graphic presentations to improve the quality and enhance the usability of these

documents. Responsible for integrating the graphics generated with automated tools and the deliverable documents.

Education: High School equivalent.

Experience: Three (3) years of experience using commercial automated word processing applications (e.g., Microsoft Word), graphics applications (e.g., Microsoft Power Point and/or Harvard Graphics), spreadsheet applications (e.g., Microsoft Excel, Lotus 1-2-3), financial reporting systems, and desktop publishing systems.

In addition to the experience and educational requirements described above, the Administrative Specialist shall possess:

- Ability to communicate effectively, both orally and in writing;

2.6 Sub-Categories of Work

A. SDD Division Support.

The following labor categories and specific skill sets are required to provide support at the SDD division level.

Program Manager for Divisional Financial Management

This position requires someone who is experienced and understands the Federal Government budgeting process.

Financial/Cost Analyst

This position will be responsible for data entry of financial, procurement, training, and other departmental information and must be proficient in EXCEL spreadsheets, detailed oriented, and be able to accurately work with numbers. This person may be asked to schedule meetings or answer telephones. This person must be able to work under deadlines, multi-task, and present a professional image.

Administrative Specialist

No Special requirements.

B. SC-IDS Support.

The Intelligence and Decision Support Branch provides information technology services and products that enable ICE to meet its mission in the apprehension and removal of criminal aliens. The branch consists of two major OCIO programs, ICE Decision Support Program (IDSP) and Intelligence Fusion System (IFS).

Support for this sub-category requires:

Program Manager (Intermediate)

Technical Writer

Administrative Support

All responsibilities and skills are as stated in the standard position description.

3.0 DELIVERABLES

The contractor shall provide the following deliverable.

3.1 Monthly Activity and Cost Report

The Contractor(s) shall, as appropriate, provide monthly status reporting. The status report shall include accomplishments, status of ongoing activities, management issues, recommendations for problem resolution, and upcoming activities. Costs incurred and specific activities shall be reported as part of the Monthly Activity and Cost Report, to as accurately as possible identify costs associated with each Task or activity.

The Contractor(s) Monthly Activity and Cost Report shall also include estimates of the current month's completed labor costs, travel expenses, overtime, and any other direct costs (ODCs). Monthly reporting shall include total costs incurred by the Contractor(s) on behalf of the government, regardless of whether or not those costs have been invoiced by the Contractor(s), any subcontractor(s), or vendor. Incurred cost reporting may be estimated for the current month, and the current month's incurred costs shall be accumulated for both the task period of performance as well as the current fiscal year.

3.2 Acceptance Criteria

ICE will accept or reject deliverables within 30 days after delivery. If rejected, the Contractor(s) shall make corrections as specified and resubmit the deliverable for review and approval.

4.0 PERIOD OF PERFORMANCE

The period of performance shall be from July 1, 2009 - May 12, 2010 with two, one-year option periods.

5.0 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT & INFORMATION

The Government will provide only that property, which is required to configure a suitable workstation, telephone, and office environment for assigned on-site personnel only. The Contractor shall be responsible for providing all reference tools, training tools, and supplies to their own personnel. 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.

6.0 PLACE OF PERFORMANCE

The place of performance will be 801 I Street, NW, Suite 700, Washington, DC, for the Administrative Specialists and Financial Management Personnel. The other labor categories listed in the task order will be stationed at the Contractor's site.

7.0 HOURS OF OPERATION

Normal operations must be carried on during an 8-hour period between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, unless otherwise authorized by the COTR.

8.0 SECURITY REQUIREMENTS

GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract HSCEMS-09-F-00022 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 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. 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 will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization once the program becomes effective.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

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.

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.

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).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 7
2 AMENDMENT/MODIFICATION NO. P00001	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO N/A	5 PROJECT NO. (if applicable)
6 ISSUED BY ICE/Mission Support/Asst. Secretary Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 980 Washington DC 20536	CODE ICE/MS/ASST SEC	7 ADMINISTERED BY (if other than Item 6) ICE/Mission Support/Asst. Secretary Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 980 Attn: Deborah L. Freeman Washington DC 20536	CODE ICE/MS/ASST SEC
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) ALON INC 6800 VERSAR CENTER SUITE 303 SPRINGFIELD VA 221514178		9A AMENDMENT OF SOLICITATION NO. (X)	
CODE b2High		9B DATED (SEE ITEM 11)	
FACILITY CODE		10A MODIFICATION OF CONTRACT/ORDER NO. HSCEMS-09-A-0001 HSCEMS-09-F-00022	
		10B DATED (SEE ITEM 13) 06/30/2009	

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 this 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
	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:
X	D OTHER (Specify type of modification and authority) Bilateral Modification - 52.212-4(c) Contract Terms and Conditions - Commercial Items (Mar 2009)

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)

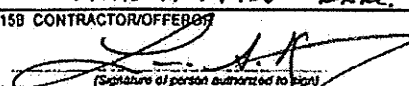
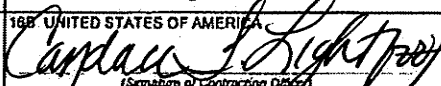
DUNS Number: b2High
 Contact Information:
 COTR: Francine Cox, (202) 732- b6
 Contracting Officer: Candace T. Lightfoot, (202) 732- b6
 Contract Specialist: Deborah L. Freeman, (202) 732- b6

The purpose of this modification is to 1) change Contracting Officer's Technical Representative(COTR) and 2) update the security language of the Task Order.

Accordingly,

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) Laurie A. Kneer Exec. VP / COO	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Candace T. Lightfoot
15B CONTRACTOR/OFFEROR 	16B UNITED STATES OF AMERICA 
15C DATE SIGNED 10/15/09	16C DATE SIGNED 10/19/09

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEMS-09-A-00001/HSCEMS-09-F-00022/P00001

PAGE OF
 2 7

NAME OF OFFEROR OR CONTRACTOR
 ALON INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	1) The COTR of this task order is hereby changed from Rita Swann to Francine Cox. 2) The security language under Section 8.0 of the Statement of Work is hereby changed to the language in Attachment A. The total effect of this modification is illustrated below: Base Award: \$734,752.00 Modification P00001: \$ 0.00 Total: \$734,752.00 3) All other terms and conditions remain in full force and effect. Period of Performance: 07/01/2009 to 05/12/2010				

REQUIRED SECURITY CLAUSE
SENSITIVE /UNCLASSIFIED CONTRACTS

SECURITY REQUIREMENTS

GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Task Order HSCEMS-09-F-00022 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 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 DHS IT systems and the information contained therein, to include, the development and / or maintenance of DHS IT systems; or access to information contained in and / or derived from 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 shall agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

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. 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).

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).