

Company Name:
Electronic Data Systems, LLC

Contract Number:
HSHQDC-06-D-00032 (HSHQDC06D00032)

Order Number:
HSCETC-09-J-00027 (HSCETC09J00027)

Period of Performance:
9/25/2009 through 8/31/2010

Latest Modification Processed:
N/A

Services Provided:
Provides the Enterprise Acquisition Gateway for Leading Edge Solutions (EAGLE) Functional Category 4 for Software Development and Status Determination Support (SDS) Services.

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 72

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

1. DATE OF ORDER 09/26/2009	2. CONTRACT NO. (if any) HSHQDC-06-D-00032	6. SHIP TO: a. NAME OF CONSIGNEE ICE Chief Information Officer	
3. ORDER NO. HSCETC-09-J-00027	4. REQUISITION/REFERENCE NO. 192109CIOSDD1TH23.1		

5. ISSUING OFFICE (Address correspondence to) ICE/Info Tech Svcs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536		b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW Suite 700	
c. CITY Washington	d. STATE DC	e. ZIP CODE 20536	

7. TO: a. NAME OF CONTRACTOR ELECTRONIC DATA SYSTEMS LLC	f. SHIP VIA
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b. COMPANY NAME	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 13600 EDS DRIVE MAILSTOP A6N-D48	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 HERNDON	e. STATE VA	f. ZIP CODE 201713225

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE Department of Homeland Security
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS		

13. PLACE OF	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	16. DISCOUNT TERMS
a. INSPECTION Destination	b. ACCEPTANCE Destination		

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] This is a hybrid Task Order of Cost Plus Fixed Fee (CPFF), Firm Fixed Price (FFP), and Cost Reimbursable (CR) being awarded under the Enterprise Acquisition Gateway for Leading-Edge Solutions (EAGLE) Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME DHS, ICE			\$10,621,989.99
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-OCIO-SDD			17(i) GRAND TOTAL
c. CITY Williston	d. STATE VT	e. ZIP CODE 05495-1620	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Judy E. Stevens TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR 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 09/26/2009	CONTRACT NO. HSHQDC-06-D-00032	ORDER NO. HSCETC-09-J-00027
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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, Functional Category (4). The Government accepts EDS's proposal dated August 7, 2009.</p> <p>For questions regarding this Task Order, the contact information is provided below:</p> <p>Contracting Officer: Maxine D. Edwards, (202) 732- [b6] email: [b6]</p> <p>Contracting Officer's Technical Representative: Brent Bushey, (202) 732- [b6] email: [b6]</p>					
0001	<p>Base Year Period of Performance 09/25/09 - 8/31/10 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES</p> <p>Accounting Info: Funded: \$0.00</p>	1	LO	0.00	0.00	
0002	<p>Labor - Cost-Plus Fixed Fee (CPFF) Base Year Fully Funded Obligation Amount: [b4] Incrementally Funded Amount: [b4] Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES</p> <p>Accounting Info: [b2High] Funded: \$ [b4] Accounting Info: [b2High] Funded: \$ [b4] Accounting Info: [b2High]</p> <p>Continued ...</p>	1	LO	[b4]		

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

\$9,739,447.96

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

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

DATE OF ORDER
09/26/2009

CONTRACT NO.
HSHQDC-06-D-00032

ORDER NO.
HSCETC-09-J-00027

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0003	<p>b2High Funded: \$ [redacted] b4</p> <p>Fixed Fee (For CLIN 0001) Fully Funded Obligation Amount \$ [redacted] b4 Incrementally Funded Amount: \$ [redacted] b4 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES</p> <p>Accounting Info: [redacted] b2High</p> <p>Funded: [redacted] b4 Accounting Info: [redacted] b2High</p> <p>Funded: [redacted] b4</p>	1	LO	[redacted] b4	[redacted] b4	
0004	<p>Other Direct Costs (ODCs) - Cost Reimbursable Base Year Not-To-Exceed (NTE) [redacted] b4 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES</p> <p>Accounting Info: Funded: \$0.00</p>	1	LO	0.00	0.00	
0004A	<p>Travel (CR) Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES</p> <p>Accounting Info: [redacted] b2High</p> <p>Funded: \$ [redacted] b4</p> <p>Continued ...</p>	1	LO	[redacted] b4	[redacted] b4	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$882,542.03	

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

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

DATE OF ORDER 09/26/2009	CONTRACT NO. HSHQDC-06-D-00032	ORDER NO. HSCETC-09-J-00027
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0004B	Hardware and Software (CR) Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES	1	LO	0.00	0.00	
1000	Option Year 1 Period of Performance 09/01/10 - 8/31/11 (Option Line Item) 09/01/2010 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00	1	LO	0.00	0.00	
1001	Labor - Cost-Plus Fixed Fee (CPFF) Option Year 1 (Option Line Item) 09/01/2010 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00	1	LO	b4	0.00	
1002	Fixed Fee (For CLIN 1001) Option Year 1 (Option Line Item) 09/01/2010 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00	1	LO	b4	0.00	
1003	Other Direct Costs (ODCs) - Cost Reimbursable Option Year 1 Not-To-Exceed (NTE) \$ b4 (Option Line Item) 09/01/2010 Product/Service Code: D302 Product/Service Description: ADP Continued ...	1	LO	0.00	0.00	

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

\$0.00

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

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

DATE OF ORDER 09/26/2009	CONTRACT NO. HSHQDC-06-D-00032	ORDER NO. HSCETC-09-J-00027
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	SYSTEMS DEVELOPMENT SERVICES					
	Accounting Info: Funded: \$0.00					
1003A	Travel (CR) (Option Line Item) 09/01/2010 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES	1	LO	b4	0.00	
	Accounting Info: Funded: \$0.00					
1003B	Hardware and Software (CR) (Option Line Item) 09/01/2010 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES	1	LO	0.00	0.00	
	Accounting Info: SEE ATTACHMENT A Funded: \$0.00					
2000	Option Year 2 Period of Performance 09/01/11 - 8/31/12 (Option Line Item) 09/01/2011 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES	1	LO	0.00	0.00	
	Accounting Info: Funded: \$0.00					
2001	Labor - Cost-Plus Fixed Fee (CPFF) Option Year 2 (Option Line Item) 09/01/2011 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES	1	LO	b4	0.00	
	Accounting Info: Continued ...					

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

\$0.00

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

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

DATE OF ORDER 09/26/2009	CONTRACT NO. HSHQDC-06-D-00032	ORDER NO. HSCETC-09-J-00027
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Funded: \$0.00					
2002	Fixed Fee(For CLIN 2001) Option Year 2 (Option Line Item) 09/01/2011 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00	1	LO	b4	0.00	
2003	Other Direct Costs (ODCs) - Cost Reimbursable Option Year 2 Not-To-Exceed (NTE) \$ b4 (Option Line Item) 09/01/2011 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00	1	LO	0.00	0.00	
2003A	Travel (CR) (Option Line Item) 09/01/2011 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: SEE ATTACHMENT A Funded: \$0.00	1	LO	b4	0.00	
2003B	Hardware and Software (CR) (Option Line Item) 09/01/2011 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00 Continued ...	1	LO	0.00	0.00	

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

\$0.00

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

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

DATE OF ORDER 09/26/2009	CONTRACT NO. HSHQDC-06-D-00032	ORDER NO. HSCETC-09-J-00027
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
3000	Option Year 3 Period of Performance 09/01/12 - 8/31/13 (Option Line Item) 09/01/2012 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00	1	LO	0.00	0.00	
3001	Labor - Cost-Plus Fixed Fee (CPFF) Option Year 3 (Option Line Item) 09/01/2012 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00	1	LO	b4	0.00	
3002	Fixed Fee(For CLIN 3001) Option Year 3 (Option Line Item) 09/01/2012 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00	1	LO	b4	0.00	
3003	Operations & Maintenance - Firm Fixed Price Option Year 3 (Option Line Item) 09/01/2012 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00	1	LO	b4	0.00	
3004	Other Direct Costs (ODCs) - Cost Continued ...	1	LO	0.00	0.00	

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

\$0.00

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

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

DATE OF ORDER 09/26/2009	CONTRACT NO. HSHQDC-06-D-00032	ORDER NO. HSCETC-09-J-00027
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Reimbursable Option Year 3 Not-To-Exceed (NTE) \$ [REDACTED] b4 (Option Line Item) 09/01/2012 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00					
3004A	Travel (CR) (Option Line Item) 09/01/2012 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: SEE ATTACHMENT A Funded: \$0.00	1	LO	[REDACTED] b4	0.00	
3004B	Hardware and Software (CR) (Option Line Item) 09/01/2012 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00	1	LO	0.00	0.00	
4000	Option Year 4 Period of Performance 09/01/13 - 8/31/14 (Option Line Item) 09/01/2013 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00	1	LO	0.00	0.00	
4001	Labor - Cost-Plus Fixed Fee (CPFF) Option Year 4 Continued ...	1	LO	[REDACTED] b4	0.00	

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

\$0.00

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

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

DATE OF ORDER 09/26/2009	CONTRACT NO. HSHQDC-06-D-00032	ORDER NO. HSCETC-09-J-00027
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(Option Line Item) 09/01/2013 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00					
4002	Fixed Fee(For CLIN 4001) Option Year 4 (Option Line Item) 09/01/2013 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00	1	LO	b4	0.00	
4003	Operations & Maintenance - Firm Fixed Price Option Year 4 (Option Line Item) 09/01/2013 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00	1	LO	b4	0.00	
4004	Other Direct Costs (ODCs) - Cost Reimbursable Option Year 4 Not-To-Exceed (NTE) b4 (Option Line Item) 09/01/2013 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00	1	LO	0.00	0.00	
4004A	Travel (CR) (Option Line Item) Continued ...	1	LO	b4	0.00	

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

\$0.00

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 09/26/2009	CONTRACT NO. HSHQDC-06-D-00032	ORDER NO. HSCETC-09-J-00027
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
4004B	09/01/2013 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00 Hardware and Software (CR) (Option Line Item) 09/01/2013 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00	1	LO	0.00	0.00	
4005	Transition Out (Option Line Item) 09/01/2013 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Accounting Info: Funded: \$0.00 The total amount of award: \$54,706,976.24. The obligation for this award is shown in box 17(i).	1	LO	b4	0.00	

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

\$0.00

SECTION B: SUPPLIES/SERVICES PRICE/COST SCHEDULE

B.1 ITEMS TO BE ACQUIRED

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the following items of work: Development of Status Determination Support Services

B.2 ORDERING ACTIVITY

The Department of Homeland Security (DHS), Immigrations and Customs Enforcement is the sole authority to request services under this task order.

B.3 CONTRACT CEILING

The ceiling for this task order is \$54,706,976.24.

B.4 TYPE OF CONTRACT

This task order is a hybrid Cost Plus Fixed Fee (CPFF), Firm Fixed Price (FFP) with a Cost Reimbursable Travel and Hardware/Software CLINs being issued off of the DHS EAGLE contract under Functional Category 4. All terms and conditions of the DHS EAGLE contract apply to this task order.

B.5 NAICS/PSC

NAICS Code: 541511, Software Development
PSC Code: D302, Engineering and Technical Services

B.6 DEFINITION

This solicitation uses the term “contract” to include task order.

SECTION C: DESCRIPTION/SPECIFICATIONS

Development of Status Determination Support Services, Et. A1

C.1 PROJECT TITLE

Software Development of Status Determination Support (SDS) Services

C.2 BACKGROUND

The Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), Office of the Chief Information Officer (OCIO), Systems Development Division (SDD), Investigative Services Branch (ISB) supports a broad mission including organizationally-aligned and service-oriented responsibilities. ISB is responsible for providing support for the maintenance of ICE's Law Enforcement Support Center (LESC) and support services to stakeholders across many ICE operational units. ICE's LESOC, located in Vermont, serves as a national enforcement operations center by providing timely immigration status and identity information to local, state, and federal Law Enforcement Agencies (LEAs) on aliens suspected, arrested, or convicted of criminal activity. To support ICE's mission, ISB requires technical services to include requirements gathering, design, development, testing, integration, implementation, maintenance, and infrastructure support of the SDS Services.

The objectives of two prominent initiatives, Secure Communities and Interoperability, are expected to significantly impact the systems used at the LESOC. The operational rollout of the joint Federal Bureau of Investigation (FBI) / United States Visitor Immigrant Status Indicator Technology (U.S. VISIT) Interoperability Program will enable automatic fingerprint searching of U.S. VISIT's Automated Biometric Identification System (IDENT) whenever a LEA anywhere in the country submits fingerprints to the FBI's Integrated Automated Fingerprint Identification System (IAFIS). The Interoperability Program will result in large numbers of real-time identification of criminal aliens (CAs) who are in temporary LEA custody nationwide. ICE's LESOC in Vermont, is the single ICE centralized national resource responsible for responding to status determination queries, including Interoperability 'hits' against IDENT. In 2010 and 2011, these additional queries will increase the volume by an estimated 30-times the current processing level. In 2012 and 2013, the average expected increase in volume is four percent with a maximum expected increase of fourteen percent. Due to the significant increase in query volume that is expected as a result of these two initiatives; the LESOC has recognized the need to improve its processes and technology to optimize the use of available labor resources.

ICE's LESOC Modernization effort involves designing, acquiring, and delivering IT services that provide critical information to ICE's mission and business decisions. To support the ongoing LESOC Modernization effort, ICE, OCIO, SDD, ISB requires technical services to include requirements gathering, design,

development, testing, integration, implementation, maintenance, and infrastructure support of new Status Determination Support (SDS) services.

C.3 SCOPE OF WORK

This SOW outlines the current high-level functional and technical requirements of the DHS, ICE, OCIO for the acquisition, development, configuration, customization, installation, testing, training and support of services which will be developed to support the automation of the status determination process. The objective of this SOW is to develop and implement multiple independent services, which will include the following:

- Status Determination
- Automated National Crime Information Center (NCIC) Warrants
- Jail Roster/Release Tracking
- Criminal Alien Tracking
- Integrated Case Management

The scope of the work to be performed will automate the current manual status determination process and the NCIC warrant process. In addition to these automation efforts, there are three additional services which will be developed in parallel. These services are the Jail Roster/Release Tracking, Criminal Alien Tracking, and Integrated Case Management. The Jail Roster/Release Tracking service will send roster records to other services that check criminal histories and immigration status as well as identify and track the set release date of a criminal alien. The Criminal Alien Tracking service will track the location of criminal aliens after they have been apprehended by law enforcement agencies but prior to being taken into ICE custody. Finally, the Integrated Case Management service will submit leads regarding these subjects in a prescribed format to designated case management systems. The purpose of the SDS services is to (i) determine the immigration status of a criminal alien; (ii) track the criminal alien while in custody; (iii) identify the warrant information concerning a criminal alien; and, (iv) obtain and project the release information of a criminal alien in order to issue a detainer. All of these services will serve the ISB and the operations of the Office of Investigations (OI) to identify and remove criminal aliens under the Secure Communities initiative.

The software development will be part of a multi-phased project, to be performed over five (5) years, which will add new mission critical capabilities and integrate with existing OI systems.

C.4 APPLICABLE DOCUMENTS

- DHS 4300A *Sensitive Systems Handbook*, Version 5.5, September 30, 2007
- DHS 4300B *National Security Systems Handbook*, Version 4.3, September 30, 2007

- DHS 4300C *Sensitive Compartmented Information Systems Handbook*, Version 1.0 February 2008
- DHS Management Directives Volume3 11000 – Security
- DHS Management Directive (MD) 4300, *IT Systems Security*
- DHS Technical Reference Model
- Director of Central Intelligence Directive (DCID) 6/3 *Protecting Sensitive Compartmented Information Within Information Systems* – 05 June 1999
- Federal Information Security Management Act (FISMA), November 22, 2002
- Federal Information Technology Security Assessment Framework (FITSAF), November 28, 2000
- International Information Systems Security Certification Consortium (ISC²) Standards
- National Industrial Security Program Operating Manual (NISPOM)
- National Institute of Standards and Technology (NIST) Computer Security Resource Center (CSRC)
 - Standards
 - Guidelines
 - Special Publications
- National Institute of Standards and Technology (NIST) Special Publication 800-37, *Guide for the Certification and Accreditation of Federal Information Systems*
- Office of Management and Budget (OMB) Circular A-127, *Financial Management Systems*
- OMB Circular A-130, *Management of Federal Information Resources*
- Privacy Act of 1974 (As Amended)
- System Lifecycle Management (SLM) Handbook

C.5 SPECIFIC TASKS

C.5.1 Gathering and analysis of requirements

The Contractor shall adhere to the following general tasks for all gathering and analysis of requirements tasks along with the specific tasks.

- Conduct a formal Functional Requirements Study, requirement gathering, and requirement analysis to develop the Functional Requirements Document (FRD);

- Conduct interviews with user groups to ensure all requirements are captured for all levels and types of users;
- Conduct research, requirements analysis, and requirements gathering techniques to create a detailed System Requirements Document (SRD) and Requirements Traceability Metrics (RTM);
- Create and define high level and detailed use cases;
- Conduct work load analysis and provide a detailed report of findings;
- Coordinate with the ISB Program Office to analyze the Mission Support businesses, data, and reports for inclusion in the final solution.

C.5.2 Design, Development and Implementation

The Contractor shall adhere to System Lifecycle Management Standards as described in Section 6.1 for all design, development and implementation tasks in this SOW.

C.5.3 Status Determination Service (SDS)

The Contractor shall develop a service that will search for immigration status on a criminal alien that can be sent electronically to ICE personnel and the state/local law enforcement agencies that request this information. This service shall receive identification, criminal history, and release information, and perform a search across multiple DHS data sources for related immigration status information. This information shall be compiled and presented to a Law Enforcement Technician (LET) for selecting the correct, associated record(s), and making a status determination decision. The service shall prepare a response with the selected information and send it to the Workflow Management Portal to be presented to an ICE user for review and further processing.

C.5.3.1 Gathering and analysis of requirements for SDS

The Contractor shall provide the following specific services in support of development of the requirements for the Status Determination capability, which will include, but are not limited to:

- Conduct analysis of data sources that need to be queried by the SDS;
- Conduct analysis of current manual process for the determination of a subject's status;
- Conduct data flow analysis;

- Ensure the requirements document includes the data sources needed, inputs and outputs, criminal information needed, and criminal histories.

C.5.3.2 Design, Development, and Implementation of SDS

The Contractor shall provide the following specific services in support of full lifecycle development of SDS service capability, which will include, but are not limited to:

- Provide a comprehensive design document that outlines the technical approach and ensure the solution will align with the ICE technical architecture requirements, guidelines and standards;
- Enable solutions to access DHS data source to determine the status determination and prepare a response that a decision can be made;

C.5.4 Automated National Crime Information Center (NCIC) Warrants

The ICE LESC receives requests from ICE law enforcement personnel to create criminal and immigration warrants in the FBI's criminal history system, NCIC. The Contractor shall develop an independent service that receives warrant requests from Workflow Management after they have been processed by the Status Determination service. This service shall take criminal history and immigration status search results that have been reviewed by Law Enforcement Technicians (LETs) at the LESC, and create a Warrant record that can be uploaded directly to NCIC. This service will also access other DHS and external systems, e.g., investigative and courts systems, so the LETs can add as much information as possible to the Warrant about the subject.

This service shall also receive an electronic list of warrants that are to expire from the FBI's Criminal Justice Information Systems (CJIS). For each Warrant record, the service shall access existing SDS search services to check for changes to criminal histories and immigration status. Based on the results, the LESC technician can revalidate the Warrant or notify the requesting agent/officer that the individual has been apprehended. The service will automatically update the Warrant record in NCIC.

C.5.4.1 Gathering and analysis of requirements for Automated NCIC Warrants

The Contractor shall provide the following specific services in support of development of the requirements for the NCIC Warrants service capability. These tasks will include, but are not limited to:

- Conduct analysis of Warrants, Warrants data flow process, NCIS processes, data sources and Status Determination Support service work

- Conduct analysis of current manual process for the determination of NCIC Warrants;
- Ensure the requirements document includes the service capabilities, inputs and outputs, Status Determination Support service information, automation of manual processes, and subject status information.

C.5.4.2 Design, Development, and Implementation of Automated NCIC Warrants

The Contractor shall provide the project management and technical personnel in support of the full lifecycle design, development, integration, and implementation of NCIC Warrants service. The Contractor shall provide the following specific services in support of full lifecycle development of the NCIC Warrant service capability, which will include, but are not limited to:

- Ensure that the solutions automate the current manual process, access data sources to determine status of warrants, provide the LETs up to date and correct warrant information, and provide the NCIC system with updated information about the warrants;

C.5.5 Jail Roster/Release Tracking

The Contractor shall develop an independent service that can receive jail roster information in multiple formats from Federal, State, and local law enforcement agencies. These formats will be determined in the requirements gathering and analysis phase conducted by the Contractor. The service shall send roster records to other SDS services that check criminal histories and immigration status, and identify and track the set release date as well as any related updates. The service shall send release information to appropriate ICE personnel to coordinate custody transfers of removable criminal aliens. (See Appendix B)

C. 5.5.1 Gathering and analysis of requirements for Jail Roster/Release Tracking

The Contractor shall provide the following specific services in support of development of the requirements for the Jail Roster/Release Tracking capability. These tasks will include, but are not limited to:

- Conduct analysis of jail roster formats from Federal, State and local law enforcement agencies, input and outputs, and the process for determination of release dates;

- Conduct analysis of current manual process for the tracking and determination of subjects' release dates;
- Ensure the requirements document includes the roster/release and tracking capabilities, inputs and outputs, jail roster information from multiple levels of law enforcement agencies, determination of administration of jail roster information in a centralized location, and notification of the release information;

C.5.5.2 Design, Development, and Implementation of Jail Roster/Release Tracking

The Contractor shall provide the following specific services in support of full lifecycle development of the Jail Roster/Release Tracking service capability, which will include, but are not limited to:

- The solutions shall access other services to check criminal histories and immigration status, automatically receive jail roster information, identify and track release date information, set release dates and automatically send release information to appropriate sources;
- Ensure that the solution provides a projected release date of the subject based upon current criminal and past conviction information;
- Design and develop a solution to maintain and manage jail roster information from all levels of law enforcement agencies;
- Develop end-user training whenever changes to the administration module of roster information; Specifically, the Contractor shall:
 - Maintain and update existing technical and end-user training documentation. The Contractor shall also provide an electronic copy of all training material whenever an update is developed;
 - Provide training on how to use the administration module for ICE personnel who will be using the module. ICE OCIO estimates that five to ten systems administrators will need to be trained. This training would be conducted in the greater Washington, D.C. area;
 - Ensure quality of training course objectives by making updates based on feedback gathered from training sessions;

C.5.6. Criminal Alien Tracking

The Contractor shall develop an independent service that can track the location of criminal aliens after they have been apprehended by law enforcement agencies but prior to being taken into ICE custody. In order to place detainers at the right time and location, the service will recognize projected release dates as well as be able to access existing data sources that record criminal and immigration bond decisions. The service shall

also track when and where ICE detainees are placed with law enforcement agencies. Finally, the service shall send alerts to appropriate ICE personnel or services when a criminal alien is being moved or set for release.

C. 5.6.1 Gathering and analysis of requirements for Criminal Alien Tracking

The Contractor shall provide the following specific services in support of development of the requirements for the Criminal Alien Tracking capability. These tasks will include, but are not limited to:

- Conduct analysis of local and state agencies that track the gaining and losing of time a criminal alien is serving;
- Conduct analysis to determine court appearance needed by ICE agents for criminal alien transfers;
- Conduct analysis of current manual process for the tracking criminal aliens and the process of obtaining detainees by ICE;
- Ensure the requirements document includes the Criminal Alien Tracking service capabilities, inputs and outputs, bond decisions, issuing and tracking detainer, the determination and definition of alerts, and tracking of the criminal aliens court appearances.

C.5.6.2 Design, Development, and Implementation of Criminal Alien Tracking

The Contractor shall provide the project management and technical personnel in support of the full lifecycle design, development, integration, and implementation of Criminal Alien Tracking service. The Contractor shall provide the following specific services in support of full lifecycle development of the Criminal Alien Tracking service capability, which will include, but are not limited to:

- Follow detailed guidance contained within the SRD and the expected timing for delivery of functionality;
- Provide design, development, all levels of testing, and implementation support according to the SRD, as well as any open SCRs approved by the OCIO Project Manager and the CCB;
- Provide a comprehensive design document that outlines the technical approach and ensure the solution will align with the ICE technical architecture requirements, guidelines and standards;
- Ensure that the solutions automates manual processes, provide tracking of criminal aliens and provide appropriate alerts, provide issuing and tracking of detainees, and determine the release dates;

- Ensure that the solution provides a projected release date of the subject based upon current criminal, court, and bond information and send the appropriate alerts to ICE agents;
- Develop end-user training whenever changes to the Criminal Alien Tracking service; Specifically, the Contractor shall:
 - Maintain and update existing technical and end-user training documentation. The Contractor shall also provide an electronic copy of all training material whenever an update is developed;
 - Ensure training material is electronically delivered to the ICE agents;
 - Ensure quality of training course objectives by making updates based on feedback gathered from training sessions;
- Adhere to System Lifecycle Management standards as described in Section 6.1.

C.5.7 Integrated Case Management

The Contractor shall develop an independent service that collects the responses for criminal and alien status information and submits as a lead, which is used to start a case file in the case management system or to update an existing file, in a prescribed format to designated case management systems. The service will also send an alert to appropriate ICE personnel that a lead was sent for evaluation.

C.5.7.1 Gathering and analysis of requirements for Integrated Case Management

The Contractor shall provide the following specific services in support of development of the requirements for the Integrated Case Management capability, which will include, but are not limited to:

- Conduct analysis of data inputs needed to generate leads in the case management system;
- Conduct analysis of current case management lead generation;
- Ensure the requirements document includes the integration capabilities, inputs and outputs, lead generation, data requirements, data flow requirements, and data sources.

C.5.7.2 Design, Development, and Implementation of Integrated Case Management

The Contractor shall provide the following specific services in support of full lifecycle development of the Integrated Case Management service capability, which will include, but are not limited to:

- Ensure that solution access case management system, provide lead generation information, determine data sources for lead generation, and provide appropriate alerts;

C.5.8 Maintenance, Operations, and Production Support of Status Determination Support Services

The Contractor shall manage and maintain all SDS services identified in this SOW. The Contractor shall identify and correct software, performance, and implementation failures. The maintenance of the SDS services includes performing emergency repairs when immediate correction is necessary to continue user service. Corrective work includes performing SCRs that reflect the requirements/specifications, and updating and maintaining the required SLM documentation as necessary.

Software changes to applications are based upon the submission and Government approval of an SCR. The Contractor shall be responsible for carrying out all application maintenance requirements projects including opening SCRs and entering the data in the ICE approved management tracking tool. Prior to commencing a system modification, the Contractor and the Technical Point of Contact (TPOC) or Task Manager shall agree on the degree of the modification as minor, moderate, or major. (See table below for classification).

Change Classification	Estimated Effort Required
Minor Change	1 – 40 Hours
Moderate Change	41 – 160 Hours
Major Change	160 – 500 Hours

Emergency maintenance will be performed at the direction of the Government. The respective TPOC or Task Manager must approve all SCRs in writing.

The following requirements apply to each of the tasks:

- Performance Standards – All software maintenance is to be performed in accordance with the ICE SLM procedures
- Deliverables – Products and updated SLM documentation as required, ad hoc reports, and SCRs created for problem reports that are to be entered into the configuration management tool.

The Contractor shall fully maintain the all SDS services. Tasks include, but are not limited to:

- Perform maintenance tasks to meet changes in requirements of the users or user environment; enhance the system to provide additional or

- Maintain the current external interfaces as identified;
- Provide updated Standard Operating Procedures (SOPs), scripts, and procedures to Tier 1 and Tier 2 Help Desk staff when new information, releases, or changes regarding SDS have been distributed and/or implemented;
- Meet with the ICE Headquarters Program and Policy, Office of Investigations, and OCIO personnel regarding the technical issues on a weekly or as needed basis;
- ICE will provide Tier 1 Help Desk support and Tier 2 support using the ICE Remedy System. Functionality issues are referred to a Tier 2 DHS Help Desk, staffed by Government personnel familiar with the operation of the system. The Contractor shall provide Tier 3 services using the Remedy System as well. Access to the ICE Remedy System will be provided to the Contractor. Tier 1 support consists of receiving initial requests for service, providing telephone assistance in resolving the reported problem, tracking the request from receipt of call to completion of service or escalating calls to the next level as required, and issuing customer surveys;
- Provide Tier 3 Help Desk Support from 8:00AM to 8:00PM local time Monday through Friday (except for federal holidays) telephonically. For emergency or critical issues after the business core hours on-call support must be available and respond telephonically within one (1) hour. This support includes:
 - Specific questions/problems that Tier 1 and Tier 2 (which is handled by ICE Help Desk) is unable to resolve;
 - Issues that must be coordinated with ICE Government IT personnel;
 - Specific requests that must be coordinated with database administrators to perform data fixes to records;
 - Generate statistical, workload, and trend analysis reports in addition to reports that ICE AHS can provide;
- Provide support for collection and processing of metrics;
- Track day-to-day problems, resolution efforts regarding these problems, and assign a risk value (High, Medium, or Low) as appropriate.

C.5.9 Transition Out

The Contractor shall be responsible for the transition of all technical activities identified in this task. The Contractor shall provide a Transition Management Plan (TMP) 60 business days prior to the completion of the period of

performance of this contract. The Contractor's TMP shall be approved by the Government Program Manager/Contracting Officers Technical Representative (COTR) and shall contain a milestone schedule of events and system turnovers. The Contractor shall complete the transition period within 60 business days after the completion of the period of performance of this task order. The technical activities, which shall be included as part of the technical transition plan consists of the following:

- Transfer of inventory and order of all Government Furnished Equipment/Property (GFE/GFP), software and licenses
- Transfer of documentation currently in process
- Transfer of all Software coding in process
- Coordinate transition with DHS/ICE IT personnel
- Coordinating the body of work with the current Contractor and turnover of tasking, ad hoc queries, reports, procedures, etc.

At the completion of the period of performance of this task order, the Contractor shall fully support the transition of Systems Development requirements to the successor. The TMP shall transition systems with no disruption in operational services. Responsibilities include supporting all of the activities listed above by making available personnel and documentation required to facilitate a successful transition.

C.6 General Requirements

C.6.1 System Lifecycle Management Standards

The Contractor shall provide the following specific services in support of full systems lifecycle development processes for each development task defined in the Statement of Work, which will include, but are not limited to:

- Provide design, development, all levels of testing, and implementation of ATP based on the Functional Requirements Document (FRD)
- Follow detailed guidance contained within the SRD and the expected timing for delivery of functionality
- Provide design, development, all levels of testing, and implementation support according to the SRD, as well as any open System Change Requests (SCRs) approved by the OCIO Project Manager and the Change Control Board (CCB)
- Provide a comprehensive description of the proposed technical approach prior to commencing this task
- Provide a comprehensive design document that outlines the technical approach and ensure the solution will align with the ICE technical architecture requirements, guidelines and standards

- Ensure that the application is subjected to all levels of testing, ranging from unit to User Acceptance Testing (UAT)
- Ensure that the solution developed will scale to future web-based, enterprise applications
- Provide all application interface design and development while adhering to the ICE technical architecture standards
- Create or update all SLM documentation of the hardware and software architecture, configuration and interfaces
- Ensure scalability that allows for future incorporation of additional modules or functions
- Ensure the development of SDS, all future enhancements, and SCRs satisfy all conditions required by the ICE, OCIO, Architecture Division
- Adhere to the ICE technical architecture standards
- Develop system user guides, help files, and context-sensitive help information that will be incorporated into the application
- Design the development environment in compliance with ICE OCIO Application Hosting Services (AHS) such that it can be hosted at the DHS data center
- Meet FISMA security requirements to protect against the loss of sensitive information

C.6.2 Standards and Processes

The Contractor shall comply with all technology standards and architecture policies, processes, and procedures defined in the ICE OCIO Architecture Division publications.

Use of Commercial Off The Shelf (COTS) products for components that match very closely to government requirements is acceptable. However, the Contractor shall be responsible for confirming that all COTS products proposed may be deployed in the ICE standard environment on ICE standard infrastructure as articulated in the supporting materials located in Section 4: Applicable Documents. Contractors shall be responsible for listing all COTS dependencies which conflict with the ICE standard environment, as well as stating how they intend to mitigate such conflicts. Furthermore, the Contractor shall be responsible for costs incurred to resolve undisclosed dependencies that conflict with ICE standards.

The Contractor shall not deviate from:

- The Technology Standards without approval granted by the Government via the formal Technology Change Process. If a deviation from the Technology

- The SLM Process (including a Tailored SLM work pattern) without express approval granted by the Government Program Manager(s) via the formal Request for Deviation (RFD) Process. If a deviation from the SLM Process is desired, the Government Program Manager must submit a formal RFD to Architecture Division for adjudication. The Contractor shall not proceed with the deviation unless Architecture Division approves the formal request and grants a waiver to deviate from the SLM Process. If Architecture Division approves the RFD, the Contractor shall comply with all stipulations specified within the approval notification.

C.6.3 Configuration Management

The Contractor shall be responsible for configuration management for all design and development tasks under the guidelines set forth by the ICE OCIO Architecture Division. The Government requires that all formal product baseline submissions (as defined by the SLM Process) be submitted into the ICE-approved configuration management tool in conjunction with this requirement must meet government configuration management functional, security, and audit requirements and be set forth in the Contractor's formally submitted SLM Configuration Management Plan.

The Contractor shall conduct project-level configuration management for all design and development work for the applications, database, or configurable component, execute all approved requests for changes to establish new baselines via the approved SCR process, including the chartering and conducting CCB meetings, and assign proper identification of all configuration items in accordance with agreed on conventions. This includes the proper labeling of all software releases, regardless of content, and submitting an electronic version of all deliverables to the Electronic Library Management System (ELMS) library.

C.6.4 Compliance with Architecture

In support of DHS architecture standards and guidelines, ICE OCIO has developed a standard architectural framework and has deployed shared infrastructure to support the implementation and integration of the proposed solution. The architecture has been defined to support a very broad range of solutions needed to meet a variety of functional and non-functional requirements. The Contractor shall propose a solution within the boundaries of ICE standard architecture.

C.6.4.1 Portal and Presentation Services

LESC Modernization will implement a central access point or interface that creates a tailored user experience suitable for different user roles involved in the business process. Portal and Presentation tier capability must be available through ICE standard Internet Explorer browser interfaces.

C.6.4.2 Application Services

LESC Modernization shall use the applications services tier based on ICE's shared Application Housing Platform (AHP). Application and service components will be developed and deployed in this layer of the architecture. Business logic specific for implementation of a well defined, loosely coupled component can be developed at this level.

A modernized LESG will facilitate streamlining the processing of forms and documents. Workflow capabilities leveraged by application components (but not built into those components) will support routing, transmitting and tracking the location and status of forms and documents. These workflow capabilities are currently under development (as indicated in Attachment 3), and will not be a Task required for SDS (See Section 5: Tasks). Additionally, system automation will include the capacity to create and pre-populate forms, documents and certain reports from available information.

C.6.4.3 Service Bus

ICE uses multi-tier service bus architecture to secure services, perform commodity service functions, execute business process workflows, manage business process orchestration, and perform data/process aggregation. Many business processes will be defined during requirements which are suitable for actualization on ICE's extended service bus platform. Business processes may be both event driven as well as invocation driven. The Contractor shall leverage ICE's existing service bus and design patterns.

Workflow and automation of manual tasks will be primarily performed in this tier of the architecture. The Contractor's design and implementation shall provide substantial flexibility for evolving and replacing components, adjusting business processes dynamically, as well as selectively replacing manual tasks with automated tasks as capabilities evolve.

C.6.4.4 Authorization and Access Control

The Contractor shall use ICE's single sign on environment for user authentication (Active Directory and Kerberos). Role-based access controls and authorization rules shall be implemented by the Contractor within their proposed solution.

C.6.4.5 Logging and Auditing

The Contractor shall leverage enterprise level logging and auditing infrastructure for the storage, management, archiving, and access of logs and audit records generated by the application. The Contractor shall work closely with the Audit Log Management team at ICE who is currently implementing the Log Management system.

C.6.4.6 Data Tier

The Contractor shall leverage ICE's Oracle Enterprise hosting environment for all data storage needs, excepting situations where specific COTS components used to implement necessary functions require another product for data tier. The Contractor will submit all COTS component requests to the ICE architecture group for approval per DHS architecture guidelines. Information models for custom components will be produced by the Contractor and must be consistent with ICE Enterprise Data Modeling standards as well as business object definitions specified by the functional requirements as required by ICE's SLM.

C.6.4.7 Data Quality

LESC Modernization is a central hub for servicing immigration checks, NCIC information, and suspicious activity calls for a very large base of law enforcement (and public) users. Consequently, data quality within the system is critical.

- The front end user interface developed by the Contractor shall mitigate data quality issues at the point of information collection and allow entry of information only germane to the task at hand.
- The implementation delivered by the Contractor shall leverage existing data quality products and services that are exposed for ICE enterprise use. Additional data quality services necessary for specific law enforcement functionality shall be created by the Contractor as exposed service should they be deemed suitable for enterprise reuse.

- Where possible, the Contractor shall integrate with other ICE and DHS systems in such a way that required information only has to be entered once.

C.6.4.8 Extract, Transform, and Load (ETL)

The Contractor's solution shall use ICE's standard Extract, Transform, and Load (ETL) technology for the purpose of batch data movement between data stores. ICE architecture supports the batch movement of data from one location to another for value added purposes only (information must be transformed, reorganized or otherwise enhanced). Data movement (without substantial enhancement) is also supported for purposes of meeting user analytical needs when such activity would clearly impact operations due to the consumption of necessary resources *and* operational systems cannot be reasonably tuned or optimized to meet the requirement for data access. Note that real time information exchanges are more frequently handled through services (application tier) and service bus infrastructure.

C.6.4.9 Miscellaneous

The Contractor shall use the shared ICE OCIO AHS Development and Test environments hosted at DHS data center. Otherwise, the Contractor must design the application and Development and Test environments in compliance with ICE OCIO AHS such that it can be hosted at the DHS data center. The shared ICE OCIO AHS Development and Test environments hosted at the DHS data center can be accessed remotely from a Contractor site.

ICE has made significant strides in the modernization of a consolidated application hosting infrastructure. The application hosting infrastructure provides a robust, enterprise-class Java Enterprise Edition (JEE) hosting platform for ICE's hosted applications as well as complimentary capabilities directed toward composite service applications and business process modeling and orchestration. ICE anticipates the use of the following infrastructure in supporting the production version of this service:

- IBM DataPower: The DataPower appliance provides XML processing, transformation and security
- IBM Websphere: The Websphere software suite provides business and application logic services
- Oracle RDBMS: Oracle provides the relational database necessary for the support of data storage and retrieval

- Red Hat Enterprise Linux: Linux provides a highly reliable and secure operating system for the production implementation of application services

In the event that development cannot be fully performed on shared infrastructure, the Contractor shall procure the necessary hardware (e.g. servers) and software (e.g. database) for use in Development and Test environments which shall be hosted at the Contractor's facility. The Contractor shall not procure hardware (e.g. servers) or software (e.g. database) for use in the DHS data center's Production or Backup (COOP) hosting environment. The Contractor shall be expected to model and compute the necessary hardware capacities.

C.7 General System Characteristics

C.7.1 Scalability

Incorporate the ability to manage increased workload and not be entirely dependent upon addition of hardware.

C.7.2 Efficiency

Efficiently utilize existing infrastructure resources currently available within the ICE environment.

C.7.3 Reliability

Have the ability to perform functions satisfactorily without the need for direct intervention by way of adding processing capacity or memory.

C.7.4 Availability

The operational nature of the service described in this SOW requires high availability. The service must be available on a 24x7x365 basis.

C.8 DELIVERABLES AND DELIVERY SCHEDULE

The Contractor shall provide deliverables associated with the work project, assignments, and activities. The Contractor is responsible for providing all deliverables assigned and incorporated them into the schedule and the schedule shall be submitted to the COTR on a monthly basis with the Task Order Monthly Report.

C.8.1 Deliverable Number 1: Project Management Plan and Schedule

The Contractor shall develop a Project Management Plan and schedule, containing all resources, activities, and milestones necessary to accomplish work specified in the task order. Technical activities in the schedule shall be at a level of detail sufficient for the Contractor to manage the task. The Contractor shall develop a revised Project Management Plan and Schedule, as determined by changing requirements of the task order and shall be submitted to the ICE COTR for review and approval. The Contractor shall provide the Project Management Plan and Schedule fifteen (15) business days after project kick-off meeting.

- Project Management Plan
- Scope Management Plan
- Work Breakdown Structure
- Work Schedule
- Resource Management Plan
- Milestones
- Risk Management Plan
- Quality Assurance Plan

C.8.2 Deliverable Number 2: Progress Reports

The Contractor shall prepare a monthly progress report. Initial reports are due 30 calendar days after project kick-off and monthly thereafter until the last month of performance. The final report shall be provided 10 calendar days before the end of the final period and shall summarize performance during the period of performance and provide the status of any planned transition activity. The monthly report shall contain the following:

- Description of the work planned
- Description of work accomplished
- Analysis of the difference between planned and accomplished
- Work planned for the following month
- Open issues

C.8.3 Deliverable Number 3: Program Reviews

The Contractor shall participate in monthly Program Reviews with the OCIO TPOC or Task Manager to review selected projects. The purpose of this meeting is to ensure the state of production processing; and, that all application software efforts are coordinated, consistent, and not duplicative. The Contractor shall provide budgets, schedules and other program related issues. The program review

is intended to be an informal executive summary of these events, and should require only minimal presentation time. The Program Reviews are due 30 calendar days after project kickoff.

C.8.4 Deliverable Number 4: Weekly Status Report

The Contractor shall prepare one week after project kickoff a weekly status report for the OCIO TPOC or task manager. Generally, these reports include the week's accomplishments, any deviations from planned activities; field related issues; other issues, and planned activities for the next period. The weekly reports shall be delivered in a meeting, by electronic (e-mail). The TPOC shall request impromptu meetings to discuss status or issues.

C.8.5 Deliverable Number 5: Monthly Status Report

The Contractor shall prepare a monthly status report due the 15th of each month for the TPOC or task manager that shall be considered high priority and visible. Generally, these reports include the month's accomplishments, any deviations from planned activities; field related issues, other issues, and planned activities for the next period. The Contractor shall submit reports electronically via e-mail.

C.8.6 Deliverable Number 6: Transition Plan

The Contractor shall provide a Transition Management Plan (TMP) for the transition out tasks as described in Section C.5.9.

C.8.7 Deliverable Number 7: Cost/Schedule & Earned Value Management System (EVMS) Report

EVM requirements of OMB Circular A-11 and the FAR are addressed in paragraph 3.11 of the EAGLE Ordering Guide.

The Contractor shall use an Earned Value Management System (EVMS) that meets the applicable criteria as defined in the current American National Standards Institute/Electronic Industries Alliance (ANSI/EIA) Standard 748-A, Earned Value Management Systems, originally approved May 19, 1998, first amended in 2002 ("the ANSI/EIA Standard"), and most recently on 9 July 2007 and published as Government Electronic and Information Technology Association's EIA-748-B. Also, Contractors must describe how they expect to follow the EVMS and how they will evaluate their compliance with the EVMS system in the contract.

The Contractor shall submit monthly EVM reports to the COTR. The reports must be prepared in sufficient detail to support Office of Management and Budget (OMB) A-11 reporting requirements at Exhibits 53 and 300. Note that ICE requires the use of Earned Value Reporting. The report is due on the 10th

business day of each calendar month, starting with the second calendar month after task order award. The initial report shall cover the first calendar month of task order performance. Subsequent reports will be provided monthly and shall cover the calendar month that began at the conclusion of the last reported period.

C.8.8 Deliverable Number 8: Quality Control Plan

The Contractor shall provide a Quality Control Plan (QCP). The QCP shall provide details of how the Contractor intends to perform quality control checks, the process for tracking issues, communication strategy, and the quality control measures for all areas and responsibilities of this TO to include but not be limited to all deliverables, all Contract Line Items and work activities assignments, and projects. The Contractor shall be prepared to address COTR concerns and requirements as well as to include the QCP Report schedule and due date.

The Contractor shall provide the draft QCP to the COTR within 60 calendar days of task order award, for the Government to review. After the COTR provides comments back to the Contractor, the Contractor shall incorporate the comments and provide the final QCP to the COTR and CO within 10 working days.

The Contractor shall deliver three (3) hard copies and one (1) electronic copy of each deliverable to the COTR.

DELIVERABLE DESCRIPTION	DELIVERABLE NUMBER	FREQUENC Y	DATE OF SUBMISSION	COPIES	ICE DISTRUBTION
Project Management Plan and Schedule	1	Updated as necessary	15 business days after project kick-off	3	COTR Program Manager
Progress Reports	2	Monthly	Beginning 30 calendar days after project kick-off; monthly thereafter	3	COTR Program Manager CO
Program Reviews	3	Monthly	Beginning 30 days after project kick-off; monthly thereafter	1	Program Manager
Weekly Status Report	4	Weekly	Beginning one week after project kick-off; weekly thereafter	1	Program Manager

DELIVERABLE DESCRIPTION	DELIVERABLE NUMBER	FREQUENC Y	DATE OF SUBMISSION	COPIES	ICE DISTRUBTION
Monthly Report	5	Monthly	15 th of the following month	3	COTR Program Manager CO
Transition Management Plan	6	Once	120 days prior to the completion of the period of performance of this task order	3	COTR Program Manager CO
Cost/Schedule & EVMS Report	7	Monthly	10th business day of each calendar month, starting with the second calendar month after task order award.	3	COTR
Quality Control Reports (QCP)	8	Once	Draft QCP to the COTR within 60 calendar days of task order award	3	COTR

C.9 GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION

The Contractor shall keep an inventory of Government-furnished equipment which (GFE) will include desktops and laptops with virtual private network tokens to access the ICE network, which can be made available to the COTR and Government Task Manager upon request. All information developed by the Contractor under this Task shall be the property of the Federal Government and provided to ICE upon request at the end of the period of performance.

C.10 PLACE OF PERFORMANCE/HOURS OF PERFORMANCE

Work, meetings, and briefings will be performed primarily at Contractor's facilities. Frequent travel to ICE OCIO offices located at 801 I Street NW, Washington DC, 20536 may be required but is not reimbursable. Normal operations must be during an 8 hour period between the hours of 8:00 AM and 6:00 PM, Monday through Friday except federal holidays, unless otherwise authorized by the ICE Task Manager.

C.11 PERIOD OF PERFORMANCE

The SDS services Software Development efforts will consist of an eleven-months base period and four twelve-month option periods. The base period will begin upon task order award.

C.12 OTHER DIRECT COSTS (ODCS)

Travel outside the local metropolitan Washington, DC area may be expected during performance of the resulting task order. Therefore, travel will be undertaken following the General Services Administration Joint Travel Regulation. Reimbursement for allowable costs will be made (Attachment 5).

Each travel, training, or equipment ODC expenditure shall be pre-approved by the COTR. The Contractor shall submit the ODC approval form (Attachment 6) to the COTR two weeks in advance of any ODC's.

C.13 KEY PERSONNEL REQUIREMENTS

The Government has determined that the Project Manager, Technical Lead, and Subject Matter Experts (SMEs) are the key personnel.

The Project Manager shall possess the technical and leadership skills requirements set forth under the labor categories in the DHS Enterprise Acquisition Gateway for Leading Edge Solutions (EAGLE) contract. In addition to those skills, it is desired that the Project Manager also possess at a minimum of 8-10 years of IT-related program management experience.

The Technical Lead shall possess the skills and abilities as stipulated in the DHS EAGLE contract. In addition to those skills, it is desired that the proposed Technical Leads possess at a minimum 5-7 years of IT-related management experience, and/or criminal justice knowledge experience.

The SMEs are not required to have a background in Criminal Investigations, but it is desired that these experts have criminal justice knowledge.

The key personnel identified for these tasks are critical to the performance of the task order. During the task order period of performance key personnel shall only be replaced with people of comparable skill and experience level, and the Contractor shall obtain approval from the Government prior to any key personnel replacement.

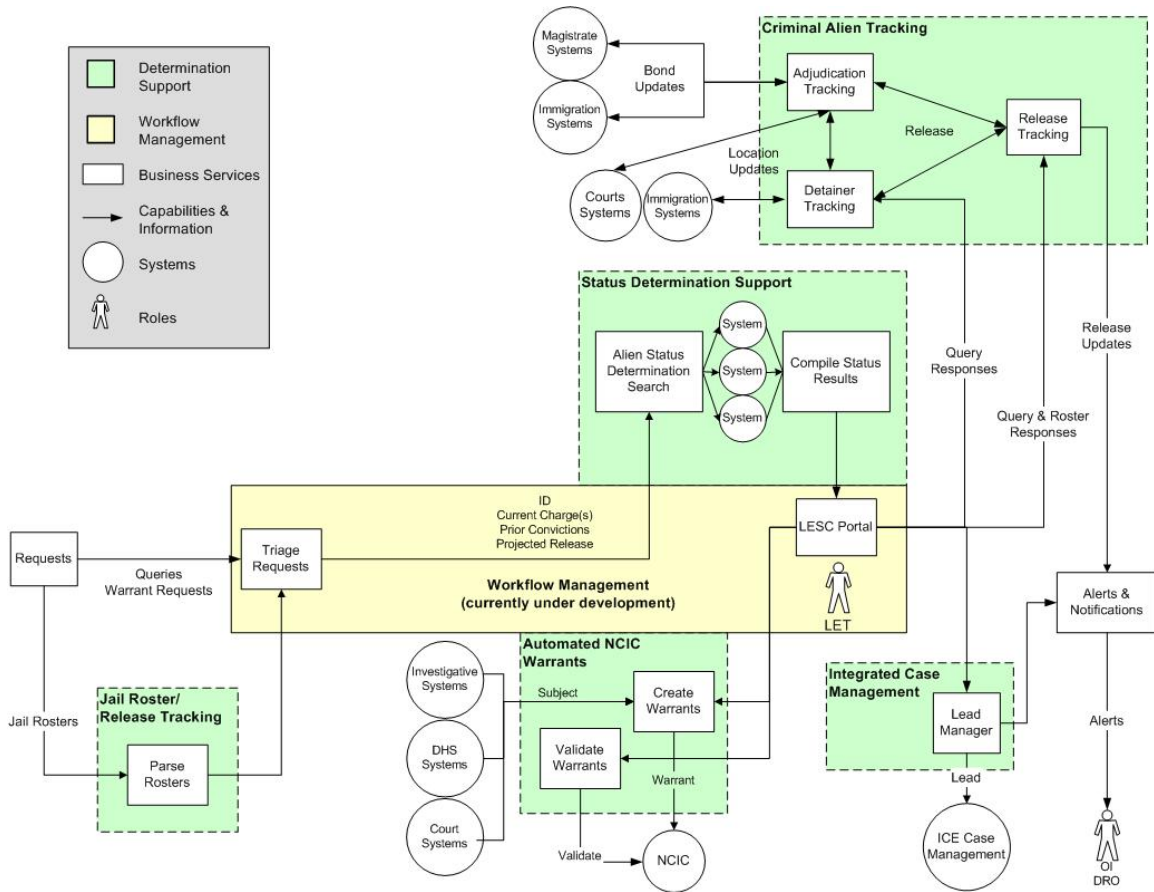
APPENDIX A: LIST OF ACRONYMS

	Acronym	Description
A		
	ACRIMe	Alien Criminal Response Information Management System
	AHS	Application Hosting Services
B		
C		
	CA	Criminal Alien
	C&A	Certification and Accreditation
	CIRCA	Comprehensive Plan to Identify and Remove Criminal Aliens
	CO	Contracting Officer
	COTR	Contracting Officer Technical Representative
	COTS	Commercial off the Shelf
	CSIRC	Computer Security Incident Response Center
D		
	DCID	Director of Central Intelligence Directive
	DHS	Department of Homeland Security
	DISCO	Defense Industrial Security Clearance Office
E		
	EA	Enterprise Architecture
	EAGLE	Enterprise Acquisition Gateway for Leading Edge Solutions
	EDMO	Enterprise Data Management Office
	EOD	Entry On Duty
F		
	FBI	Federal Bureau of Investigation
	FISMA	Federal Information Security Management Act
	FITSAF	Federal Information Technology Security Assessment Framework
	FRD	Functional Requirements Document
G		
	GFE	Government Furnished Equipment
	GFI	Government Furnished Information
	GOTS	Government Off the Shelf
	GSA	General Services Administration

H		
	HLS	Homeland Security
I		
	IAFIS	Integrated Automated Fingerprint Identification System
	ICE	Immigration Customs Enforcement
	IDENT	Automated Biometric Identification System
	ISB	Investigative Services Branch
	ISC ²	International Information Systems Security Certification Consortium
	ISSO	Information Systems Security Officer
	IT	Information Technology
J		
K		
L		
	LEA	Law Enforcement Agency
	LESC	Law Enforcement Support Center
	LET	Law Enforcement Technician
	LPR	Lawful Permanent Resident
M		
	MD	Management Directive
N		
	NIST	National Institute of Standards and Technology
	NCIC	National Crime Information Center
O		
	O&M	Operations and Maintenance
	OAQ	Office of Acquisitions
	OAST	Office on Accessible Systems and Technology
	OCIO	Office of the Chief Information Officer
	ODCs	Other Direct Costs
	OMB	Office of Management and Budget
	OPLA	Office of the Principle Legal Advisor
	OPR-PSU	Office of Professional Responsibility, Personnel Security Unit
P		
Q		

R		
	RFD	Request for Deviation
S		
	SBU	Sensitive But Unclassified
	SC	Secure Communities
	SCR	System Change Request
	SDD	Systems Development Division
	SDS	Status Determination Support
	SLM	System Lifecycle Methodology
	SOP	Standard Operating Procedures
	SOW	Statement of Work
	ST&E	Security Test and Evaluation
T		
	TO	Task Order
	TMP	Transition Management Plan
	TRM	Technology Reference Model
U		
	U.S.-VISIT	United States Visitor and Immigrant Status Indicator Technology
V		
W		
X		
Y		
Z		

APPENDIX B – SERVICES DIAGRAM FOR STATUS DETERMINATION, ET AL



In the figure above, the services that are to be developed under this SOW are represented by the light green boxes. The yellow box, Workflow Management, which is currently under development, will be the vehicle in which information is received and sent between the services, as well as presented to an authorized user. Starting on the left side of the diagram, Requests for alien status information and warrant requests are received by Workflow Management. Jail Rosters or other lists of subjects, such as special enforcement projects, will first go to the Jail Roster/Release Tracking service to be parsed into individual records and then sent to Workflow Management for Triage and further processing.

After “Triage” of requests for basic errors, Workflow Management will receive and send specific information about a subject (ID, current charge(s), past convictions, and a projected release date) to the Status Determination Support service. This service will perform a search across multiple DHS data sources for related immigration status information; compile and present this information to an ICE user for selecting the correct, associated record(s), and making a status determination decision. The service shall prepare a response with the selected information and send to the Workflow Management

Portal to be presented to an ICE user for review. The Workflow Management service sends the response to the requesting law enforcement agency as well as to ICE law enforcement personnel for removal processing.

The ICE LESC receives requests from ICE law enforcement personnel to create criminal and immigration warrants in the FBI's criminal history system, National Crime Information Center (NCIC). The Automated NCIC Warrants service receives warrant requests from Workflow Management after they have been processed by the Status Determination Support service. This service shall take criminal history and immigration status search results that have been reviewed by LETs at the LESC, and create a Warrant record that can be uploaded directly to the NCIC. This service will also access other DHS and external systems, e.g., investigative and courts, so the LETs can add as much information as possible to the Warrant about the subject.

The LESC also routinely receives from the FBI's Criminal Justice Information Systems (CJIS) electronic list of warrants that are to expire. For each Warrant record, the service shall access existing search services to check for changes to criminal histories and immigration status. Based on the results, the LESC technician can revalidate the warrant or notify the requesting agent/officer that the individual has been apprehended. The service will automatically update the Warrant record in NCIC.

In addition to parsing records (described above), the Jail Roster/Release Tracking service will also send roster records to other services that check criminal histories and immigration status, and identify and track the set release date as well as any updates. The service shall send release information to appropriate ICE personnel to coordinate custody transfers of removable criminal aliens.

Responses sent from Workflow Management that include information on a subject that is of interest to ICE, will be sent to the Criminal Alien Tracking service to track the location of criminal aliens after they have been apprehended by law enforcement agencies but prior to being taken into ICE custody. In order for ICE to place detainers at the right time and location, the service will recognize projected release dates as well as be able to access existing data sources that record criminal and immigration bond decisions. The service shall also track when and where ICE detainers are placed with law enforcement agencies. Finally, the service shall send alerts to appropriate ICE personnel or services when a criminal alien is being moved or set for release.

Responses sent from Workflow Management will also be sent to the Integrated Case Management service, which will submit them as leads in a prescribed format to designated case management systems. The service will also send an alert to appropriate ICE personnel that a lead was sent for evaluation.

SECTION D: PACKAGING AND MARKING

NOT APPLICABLE

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SECTION E: INSPECTION AND ACCEPTANCE

E1. Clauses Incorporated

52.246-4 Inspection of Services—Fixed-Price (1996)

- (a) *Definition.* “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—
- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—
- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 - (2) Terminate the contract for default.
- (End of clause)

52.462-5 Inspection of Services—Cost-Reimbursement (Apr 1984)

As prescribed in [46.305](#), insert the following clause in solicitations and contracts for services, or supplies that involve the furnishing of services, when a cost-reimbursement contract is contemplated:

(a) *Definition.* “Services,” as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may—

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

(End of Clause)

SECTION F: DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE/HOURS OF OPERATION

Work shall be performed at the Contractor's facilities. Effort required under this contract shall be performed in the United States, primarily in the Washington, DC metro area. Any issued service orders will designate the exact location where services will be provided for a specific project if different than the metro area. See the Statement of Work, Paragraph C.10.

F.2 PERIOD OF PERFORMANCE

The period of performance is a base year period of eleven (11) months from date of award plus four 12-month options periods.

F.3 DELIVERY SCHEDULE

Required deliverables and delivery schedules are established in Section C, Statement of Work and determined in coordination with the Contracting Officer's Technical Representative.

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 COMMITMENT OF GOVERNMENT TO AWARD A CONTRACT AND EXPENDITURE OF FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement.

G.2 TECHNICAL DIRECTION AND SURVEILLANCE

(a) Performance of the work under this contract shall be subject to the surveillance and written technical direction of the Contracting Officer's Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing. Technical direction is defined as a directive to the Contractor which approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work of documentation items; shifts emphasis among work areas or tasks; or otherwise furnishes guidance to the Contractor. Technical direction includes the process of conducting inquiries, requesting studies, or transmitting information or advice by the COTR, regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any technical direction which:

- (1) Constitutes an assignment of additional work outside the Statement of Statement;
- (2) Constitutes a change as defined in the contract clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the specifications of the contract.

(c) All technical directions shall be issued in writing by the COTR via e-mail

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed by this clause and within his/her authority under the provisions of this clause. Any instruction or direction by the COTR which falls within one, or more, of the categories defined in (b)(1) through (5) above, shall cause the Contractor to notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall either issue an appropriate contract

modification within a reasonable time or advise the Contractor in writing within thirty (30) days after receipt of the Contractor's Letter that:

(1) the technical direction is rescinded in its entirety; or

(2) the technical direction is within the scope of the contract, does not constitute a change under the "Changes" clause of the contract and that the Contractor should continue with the performance of the technical direction.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the "Disputes" clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the Project Officer whom the Contracting Officer shall appoint shall be at the Contractor's risk.

G.3 INVOICES

Invoice procedures for invoice submittal (Reference EAGLE IDIQ Contract Section G, Contract Administration Data, and Section I, Contract Clauses)

1. Invoices shall be submitted via one of the following three methods:

a. By mail

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT 05495-1620
ATTN: ICE/OI/EIU

b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)

c. By e-mail at: Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE/OAQ. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.

2. In accordance with FAR 52.232-25 (a)(3), Prompt Payment, the information required with each invoice submission is as follows:

An invoice must include:

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices without the above information may be returned for resubmission.

3. The Contractor shall also submit the invoice electronically to the following people:

Contract Specialist

Maxine D. Edwards

Phone Number:

b6

Email address:

b6

Contracting Officer's Technical Representative

Brent Bushey

Phone Number:

b6

Email address:

b6

G.4 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

For the purpose of this contract, the Contracting Officer's Technical Representative shall be: Brent Bushey

G.5 THE FOLLOWING CONTACT INFORMATION IS PROVIDED:

Task Order Contract Specialist

Maxine D. Edwards

Phone Number: (202) 732- [REDACTED] b6

Email address: [REDACTED] b6

Task Order Contracting Officer

Maxine D. Edwards

Phone Number: (202) 732- [REDACTED] b6

Email address: [REDACTED] b6

Program Manager (PM)

Brent Bushey

Phone Number: (202) 732- [REDACTED] b6

Email address: [REDACTED] b6

Finance Office/Invoice Address

DHS ICE

Burlington Finance Center (BFC)

P.O. Box 1620

Williston, VT 05495-1620

Attn: ICE/OCIO/SDD invoice

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY REQUIREMENTS

H.1.1 General

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract HSCETC-09-J-00027 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.

H.1.2 Suitability Determination

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

H.1.3 Background Investigations

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

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

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

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

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

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

H.1.4 Continued Eligibility

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

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

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

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the

standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

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

H.1.5 Employment Eligibility

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

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

H.1.6 Security Management

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

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

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

H.2 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).

H.3 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).

H.4 SECURITY

It has been determined performance of this Task Order requires the Contractor, Subcontractor(s), vendor(s), etc. (inclusively called Contractor for the purposes of this

SOW), requires access to sensitive Government information and that the Contractor shall adhere to the requirements outlined in the following sections.

H.5 DATA USE, DISCLOSURE OF INFORMATION AND HANDLING OF SENSITIVE INFORMATION

In the event that the contractor must access patient/personnel data, the contractor must obtain and maintain DHS Automated Data Personnel Security Requirements Level (I, II, or III) in accordance with (FAR 5200.2).

The Contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of information. The Contractor shall provide information only to employees, Contractors, and subcontractors having a need to know such information in the performance of their duties for this project.

Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

If public information is provided to the contractor for use in performance or administration of this effort, the contractor except with the written permission of the Contracting Officer may not use such information for any other purpose. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration, the contractor will consult with the COTR regarding use of that information for other purposes.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each offeror or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor, which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government of the Government and/or others.

Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval of the CO. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor with such limitations or prohibit an agreement at not cost to the Government.

H.6 CONTRACT MANAGEMENT

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this Contract. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the statement of work shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.

H.7 DATA RIGHTS

Under the provisions of the Rights in Data General Clause (52.227-14), the Government reserves all rights, including copyrights, distribution rights, and other rights for all documents, data or software developed in the performance of this task.

H.8 UNAUTHORIZED COMMITMENTS (FAR 1.602.3)

The COTR is designated by the CO to perform as a technical liaison between the Contractor's management and the CO in routine technical matters constituting general program direction within the scope of the contract. Under no circumstances is the COTR authorized to effect any changes in the work required under this contract whatsoever or enter into any agreement that has the effect of changing the terms and conditions of this contract or that causes the Contractor to incur any cost. In addition, the COTR will not supervise, direct or control Contractor employees.

Notwithstanding this provision, to the extent the Contractor accepts any direction that constitutes a change of this contract without prior written authorization of the Contracting Officer, costs incurred in connection therewith are incurred at the sole risk of the Contractor and if invoiced under this contract will be disallowed. On all matters that pertain to the contract terms, the Contractor must communicate with the CO.

Whenever, in the opinion of the Contractor, the COTR requests efforts beyond the terms of the contract, the Contractor shall so advise the CO. If the COTR persists and there still exists a disagreement as to proper contractual coverage, the CO shall be notified immediately, preferably in writing. Proceeding with work without proper contractual coverage may result in nonpayment or necessitate submittal of a contract claim.

SECTION I: CONTRACT CLAUSES

Task Order Terms and Conditions

This Task Order will be issued in accordance with the Terms and Conditions of the Enterprise Acquisition Gateway for Leading-Edge Solutions (Eagle) Contract.

CONTRACT CLAUSES

I.1 52.202-1 Definitions (JULY 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

The solicitation, or amended solicitation, provides a different definition;

The contracting parties agree to a different definition;

The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of Clause)

I.2 52.203-5 Covenant Against Contingent Fees (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of

performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

“Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

“Improper influence,” as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of Clause)

I.3 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

(End of Clause)

I.4 52.216-7 Allowable Cost and Payment (DEC 2002)

(a) *Invoicing.*

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.*

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term “costs” includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor’s payment request to the Government;

(B) Materials issued from the Contractor’s inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks

(d) *Final indirect cost rates.*

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.*

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of Clause)

I.5 52.216-8 Fixed Fee (MAR 1997)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of Clause)

I.6 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 15 days before the contract expires.

(End of clause)

I.7 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 thirty (30) days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 59 months.

(End of clause)

I.8 52.227-14 Rights in Data—General (DEC 2007)

(a) Definitions. As used in this clause—

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

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

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

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

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

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

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

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

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

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

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

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

(b) Allocation of rights.

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

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

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

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

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

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

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

(i) Identifies the data; and

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

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

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

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

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

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

(e) Unauthorized marking of data.

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

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

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government

shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

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

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

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

(f) Omitted or incorrect markings.

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

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

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

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

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

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

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

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

(ii) Correct any incorrect notices.

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

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

(i) Identify the data being withheld; and

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

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

(3) [Reserved]

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

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

(End of clause)

I.9 52.244-6 Subcontracts for Commercial Items (MAR 2009)

(a) *Definitions.* As used in this clause--

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

I.10 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

<http://www.acquisition.gov/far/>

http://farsite.hill.af.mil/farsite_alt.html

(End of clause)

I.11 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 60 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.

(End of clause)

I.12 3052.204-71 Contractor Employee Access, Alternate I (JUN 2006)

When the contract will require contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

(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.

(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.

(End of clause)

I.13 3052.211-70 Index For Specifications (DEC 2003)

If an index or table of contents is furnished in connection with specifications, it is understood that such index or table of contents is for convenience only. Its accuracy and completeness is not guaranteed, and it is not to be considered as part of the specifications. In case of discrepancy between the index or table of contents and the specifications, the specifications shall govern.

(End of clause)

I.14 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 or Facilities under this Contract: Program Manager and Project Manager

(End of clause)

I.15 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.

(End of clause)

I.16 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.

(End of clause)

SECTION J: LIST OF ATTACHMENTS

Attachment 1: Travel Authorization Form

Attachment 2: Other Direct Costs

NOTE: ATTACHMENTS ARE SEPARATELY ATTACHED TO THE SOLICITATION.



**U.S. Immigration
and Customs
Enforcement**

14 October 2009

Electronic Data Systems, LLC
ATTN: Ms. Amy Turner
13600 EDS Drive
Mailstop A6n-D48
Herndon, VA 20171-3225

Subject: Stop Work Order for Contract Number HSHQDC-06-D-00032,
Task Order HSCETC-09-J-00027

Dear Ms. Turner:

This letter is to formally notify EDS that Immigration and Customs Enforcement, Office of Acquisition Management, Information Technology Services has received a GAO protest on subject contract for Status Determination Services.

EDS is hereby ordered to stop work on this contract immediately, in accordance with FAR 52.233-3, which is incorporated by reference in the EAGLE IDIQ Contract in Section I.

If you have any further questions, please contact Ms. Maxine Edwards, 202-732- [b6]

[b6]

or the undersigned at 202-732- [b6]

[b6]

Sincerely,

A handwritten signature in cursive script that reads "Judy E. Stevens".

Judy E. Stevens
Contracting Officer