

Company Name:
International Business Machine Corporation (IBM)

Contract Number:
HSHQDC-06-D-00019 (HSHQDC06D00019)

Order Number:
HSCETC-09-J-00016 (HSCETC09J00016)

Requisition/Reference Number:
192109CIOSDD1TH19.1

Period of Performance:
9/30/2009 through 8/31/2014

Latest Modification Processed:
N/A

Services Provided:
Provides the Enterprise Acquisition Gateway for Leading Edge Solutions (EAGLE) Functional Category 4 for the Automated Threat Prioritization (ATP) project.

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 59

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

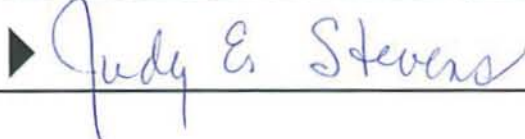
1. DATE OF ORDER 09/25/2009		2. CONTRACT NO. (If any) HSHQDC-06-D-00019		6. SHIP TO: a. NAME OF CONSIGNEE ICE Chief Information Officer	
3. ORDER NO. HSCETC-09-J-00016		4. REQUISITION/REFERENCE NO. 192109CIOSDD1TH19.1		b. STREET ADDRESS 801 I Street, NW	
5. ISSUING OFFICE (Address correspondence to) ICE/Info Tech Svs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536				c. CITY Washington	
				d. STATE DC	e. ZIP CODE 20536
7. TO: a. NAME OF CONTRACTOR INTERNATIONAL BUSINESS MACHINES CORPORATION				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 6710 ROCKLEDGE DRIVE				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY 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 BETHESDA		e. STATE MD	f. ZIP CODE 208171834		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE Department of Homeland Security	

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)	
a. INSPECTION	b. ACCEPTANCE			16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: b2High This task order award, HSCETC-09-J-00016, is issued against the Enterprise Acquisition Gateway for Leading Edge Solutions (EAGLE), Functional Category 4, Contract Number HSHQDC-06-D-00019 with International Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHS, ICE						\$7,647,731.03
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-OCIO-SDD						\$7,647,731.03
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**

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

DATE OF ORDER 09/25/2009	CONTRACT NO. HSHQDC-06-D-00019	ORDER NO. HSCETC-09-J-00016
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Business Machines (IBM) for the Automated Threat Prioritization (ATP) project. ICE hereby accepts IBM's final proposal, dated September 3, 2009.</p> <p>This task order is subject to the terms and conditions outlined in EAGLE Contract Number HSHQDC-06-D-00019.</p> <p>The total task order amount, including the base year and four option periods, is \$17,407,610.76.</p> <p>Funding in the amount of \$7,647,731.03 is hereby provided for the base year. Period of Performance: 09/30/2009 to 08/31/2014</p>					
0001	<p>LABOR -- ATP DEVELOPMENT & TRAINING (CPFF) Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES</p> <p>Accounting Info: [REDACTED] b2High</p> <p>Funded: \$ [REDACTED] b4</p>	1	LO	[REDACTED] b4	[REDACTED] b4	
0002	<p>FIXED FEE -- For CLIN 0001 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES</p> <p>Accounting Info: [REDACTED] b2High</p> <p>Funded: \$ [REDACTED] b4</p>	1	LO	[REDACTED] b4	[REDACTED] b4	
0003	<p>OTHER DIRECT COSTS -- TRAVEL, Continued ...</p>	1	LO	[REDACTED] b4	[REDACTED] b4	

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

\$7,647,731.03

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

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

DATE OF ORDER 09/25/2009	CONTRACT NO. HSHQDC-06-D-00019	ORDER NO. HSCETC-09-J-00016
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>HARDWARE/SOFTWARE (Cost Reimbursable) Estimated Amount: \$ [REDACTED] b4 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> <p>[REDACTED] b2High Funded: \$ [REDACTED] b4</p> <p>[REDACTED] b2High Funded: \$ [REDACTED] b4</p>					
1001	<p>LABOR -- ATP DEVELOPMENT & TRAINING (CPFF) (Option Line Item) 09/01/2010 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES</p>	1	LO	[REDACTED] b4	0.00	
1002	<p>FIXED FEE -- For CLIN 1001 (Option Line Item) Continued ...</p>	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 09/25/2009	CONTRACT NO. HSHQDC-06-D-00019	ORDER NO. HSCETC-09-J-00016
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	09/01/2010 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES					
1003	OTHER DIRECT COSTS -- TRAVEL, HARDWARE/SOFTWARE (Cost Reimbursable) (Option Line Item) 09/01/2010 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES	1	LO	b4	0.00	
2001	LABOR -- DEVELOPMENT & TRAINING (CPFF) (Option Line Item) 09/01/2011 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES	1	LO	b4	0.00	
2002	FIXED FEE -- For CLIN 2001 (Option Line Item) 09/01/2011 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES	1	LO	b4	0.00	
2003	OTHER DIRECT COSTS -- TRAVEL, HARDWARE/SOFTWARE (Cost Reimbursable) (Option Line Item) 09/01/2011 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES	1	LO	b4	0.00	
3001	LABOR -- ATP DEVELOPMENT & TRAINING (CPFF) (Option Line Item) 09/01/2012 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES	1	LO	b4	0.00	
3002	FIXED FEE -- FOR CLIN 3001 (Option Line Item) 09/01/2012 Continued ...	1	LO	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 09/25/2009	CONTRACT NO. HSHQDC-06-D-00019	ORDER NO. HSCETC-09-J-00016
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
3003	Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES OTHER DIRECT COSTS -- TRAVEL, HARDWARE/SOFTWARE (Cost Reimbursable) (Option Line Item) 09/01/2012	1	LO	b4	0.00	
3004	Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES OPERATIONS & MAINTENANCE (Firm Fixed-Price) (Option Line Item) 09/01/2012	1	LO	b4	0.00	
4001	Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES LABOR -- ATP DEVELOPMENT & TRAINING (CPFF) (Option Line Item) 09/01/2013	1	LO	b4	0.00	
4002	Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES FIXED FEE -- For CLIN 4001 (Option Line Item) 09/01/2013	1	LO	b4	0.00	
4003	Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES OTHER DIRECT COSTS -- TRAVEL, HARDWARE/SOFTWARE (Cost Reimbursable) (Option Line Item) 09/01/2013	1	LO	b4	0.00	
4004	Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES OPERATIONS & MAINTENANCE (Firm Fixed-Price) (Option Line Item) 09/01/2013	1	LO	b4	0.00	
	Continued ...					

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 09/25/2009	CONTRACT NO. HSHQDC-06-D-00019	ORDER NO. HSCETC-09-J-00016
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
4005	<p>SYSTEMS DEVELOPMENT SERVICES</p> <p>TRANSITION OUT (FFP) (Option Line Item) 09/01/2013 Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Points of Contact:</p> <p>Procuring Contracting Officer: Judy E. Stevens, (202) 732- [b6], [b6]</p> <p>Administrative Contracting Officer: Douglas G. Smith, (202) 732- [b6], [b6]</p> <p>[b6] 202) 732- [b6] [b6]</p> <p>Contract Specialist: Miranda Collins, (202) 732- [b6]</p> <p>The total amount of award: \$17,407,610.76. The obligation for this award is shown in box 17(i).</p>	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: Automated Threat Prioritization (ATP).

B.2 ORDERING ACTIVITY

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

B.3 CONTRACT CEILING

The ceiling for this task order is \$17,407,610.76.

B.4 TYPE OF CONTRACT

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

B.5 NAICS/PSC

NAICS Code: 541511 For Software Development

PSC Code: D302 For Systems Development Services

B.6 DEFINITION

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

SECTION C: STATEMENT OF WORK (SOW)

U.S. Department of Homeland Security

Immigration and Customs Enforcement

Office of the Chief Information Officer

Systems Development Division

**Software Development Services in Support of the
Automated Threat Prioritization Effort**

Office of the Chief Information Officer
801 I Street, N.W.
Washington, D.C. 20536

1.0 PROJECT TITLE

Software Development Services in Support of the Automated Threat Prioritization (ATP) effort.

2.0 BACKGROUND

The Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), Office of the Chief Information Officer (OCIO), Systems Development Division (SDD), Enforcement Systems Branch (ESB) supports a broad mission including organizationally-aligned and service-oriented responsibilities. ESB 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 LESG, 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, ESB requires technical services to include requirements gathering, design, development, testing, integration, implementation, maintenance, and infrastructure support of the ATP service.

The objectives of two prominent initiatives, Secure Communities and Interoperability, are expected to significantly impact the systems used at the LESG. 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 law enforcement agency (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 LESG 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 these two initiatives; the LESG has recognized the need to improve its processes and technology to optimize the use of available labor resources.

ICE's LESG Modernization effort involves designing, acquiring, and delivering IT services that provide critical information to ICE's mission and business decisions. To support the ongoing LESG Modernization effort, ICE, OCIO, SDD, ESB requires technical services to include requirements gathering, design, development, testing, integration, implementation, maintenance, and infrastructure support of a new ATP service.

3.0 SCOPE OF WORK

Under the Enterprise Acquisition Gateway for Leading Edge Solution (EAGLE) Ordering Guide, this Statement of Work (SOW) falls under Functional Category 4 – Software Development.

This SOW outlines the current functional and technical requirements of the ICE, OCIO, SDD, ESB for the acquisition, design, development, configuration, customization, installation, testing, training and support of software to address the automation of the threat prioritization of aliens (subjects), the tracking of federal and state criminal codes to provide proper classification of subjects, and the maintenance of this system. These applications will serve the ESB and the operations of the Office of Investigations (OI) to identify and remove criminal aliens under the Secure Communities initiative.

The Contractor shall serve as the subject matter expert (SME) and provide technical personnel to support the development of the infrastructure and environment for the ATP solution. The purpose of the ATP is to define the threat prioritization of subjects of Immigration Alien Queries (IAQ) based on current and prior criminal charges, projected release dates, and criminality relative to federal and state criminal codes and Secure Communities-defined threat levels. Full operational capability will prioritize subjects based on current arrest, criminal history, and projected release date.

The objective of this requirement is to develop and implement an independent ATP service to include the following high-level capabilities:

- Tracking of Federal and State Criminal Codes
- Accessing State and Federal Criminal Histories – “Rap Sheets”
- Automatic Evaluation of Rap Sheets
- Determination of a Projected Release Date for a subject
- Definition and Assignment of Threat Prioritization of a Subject

4.0 APPLICABLE DOCUMENTS

- DHS Acquisition Management Directive 102-01
- 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 Directive (MD) 4300, *IT Systems Security*
- DHS Management Directives Volume 11000 – 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)
 - Guidelines
 - Special Publications

- Standards
- National Institute of Standards and Technology (NIST) Special
- 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

5.0 TASKS

5.1 Automated Threat Prioritization (ATP)

The Contractor shall develop an independent service that can retrieve identification and criminal history information that can help prioritize the responses to requests for alien status information from LEAs. Figure 1 (See SOW Attachment 1) shows the prioritization capabilities that need to be developed, as well as the inputs and outputs to the service. Specifically, the service needs to associate immigration status requests from LEAs to provide prior convictions and projected release date based on current charge(s) and prior criminal history. The current manual process involves a support technician's receipt of an IAQ, review of rap sheets from the National Crime Information Center (NCIC) related to the subject of the IAQ, and determination of priority based upon the subject's current charge and prior convictions. The Contractor shall automate this process by developing a system that will:

- Receive subject information from the IAQ as provided by the Workflow Management service. The subject information will include numeric data such as Alien Registration Numbers, FBI Numbers, criminal codes from convictions, and current criminal charges, etc.
- Automatically retrieve prior conviction information from state and federal rap sheets based upon the subject numeric data
- Apply a set of rules that can align the subject's current charge(s) to a managed set of criminal codes by jurisdiction
- Project a release date based upon the subject's current charge(s), prior criminal history, and alignment to appropriate criminal code(s)
- Use the subject and rap sheet information, and project release date to determine the proper threat prioritization of the subject
- Provide this information to the Workflow Management service

5.1.1 Gathering and Analysis of Requirements for ATP

The Contractor shall provide project management and technical personnel to support the gathering, analysis, and documentation of requirements for ATP to include specific services of the development of the requirements for the ATP Service capability, which shall include but are not limited to:

- Conduct a formal Functional Requirements Study, requirements gathering, and requirements 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 an analysis of state and NCIC rap sheets to determine criminal information needed for the service
- Conduct an analysis of current manual process for the determination of priority based upon the subject's current charges and prior convictions
- Create and define high level and detailed use cases
- Ensure the requirements document includes the prioritization capabilities, inputs and outputs, align criminal codes to Secure Communities crime categories, access and centralizes prioritization of the rap sheets and criminal histories
- Conduct research, requirements analysis, and requirements gathering techniques to create a detailed System Requirements Document (SRD) and Requirements Traceability Metrics (RTM) while satisfying all conditions required by the ICE OCIO Architecture Division
- Conduct work load analysis and provide a detailed report of findings
- Coordinate with the ESB Program Office to analyze the Mission Support businesses, data, and reports for inclusion in the final solution

5.1.2 **Design, Development and Implementation of ATP**

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

- The solution shall access state and criminal histories, automatically read current charges and past convictions criminal codes from rap sheets, and automatically evaluate rap sheet search results
- The solution shall provide a projected release date of the subject based upon current criminal and past conviction information
- The solution shall provide a threat prioritization relative to federal and state criminal codes and Secure Communities crime categories
- Adhere to the System Lifecycle Management Standards defined in section 6.1
- Provide initial functionality in production is required at the end of option year one

5.1.3 **Tracking and Maintenance Module**

The Contractor shall provide the following specific services in support of full lifecycle development of the Tracking and Maintenance module, which will include, but are not limited to:

- Design, develop, and implement a Tracking and Maintenance module that will allow for the administration of state and federal criminal information and criminal codes to be managed and maintained to ensure the accurate prioritization of the immigration status requests
- Provide a solution that allows users to maintain, track, and align federal and state criminal codes with Secure Communities crime categories

- The solution shall provide users access to a web application that allows for the maintenance of criminal codes and a criminal codes repository

5.2 Maintenance, Operations, and Production Support

The Contractor shall manage and maintain ATP and any of its components to identify and correct software, performance, and implementation failures. ATP maintenance includes performing emergency repairs when immediate correction is necessary to continue user service. Corrective work includes performing System Change Requests (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 a 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 OCIO Program 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 OCIO Program 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 ATP service. 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 changed functionality; adapt the system to changes in business processes; or, extend software to new system
- Maintain the current external ATP 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 ATP have been distributed and/or implemented
- Meet with the ICE Headquarters Program and Policy 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) over the phone. For emergency or critical issues, a 24/7/365 level of support must be available, whereas, the Contractor shall be on-call and respond within one (1) hour via phone and/or email. 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.

5.3 Training

The Contractor shall support application implementation and deployment through technical and end-user training whenever changes to the administration module of the ATP application are significant enough to warrant such training. 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 to DHS whenever an update is developed
- Develop and conduct one-on-one and train-the-trainer type training classes when new functionality, new systems, major releases, or additions to the ATP service or one of its components have occurred
- Provide training on how to use the ATP service for ICE personnel who will be using the Tracking and Maintenance model. 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

5.4 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) upon request of the Contracting Officer's Technical Representative (COTR) at least 120 days prior to the completion of the period of performance of this task order. The Contractor's TMP shall be approved by Program Manager/COTR and shall contain a milestone schedule of events and system turnovers. The Contractor shall complete the transition period prior to the end of the period of performance and the length of the transition will be determined by the incoming Contractor. The technical activities, which shall be included as part of the technical transition plan, consists of the following:

- Transfer of inventory 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 successor 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.

6.0 GENERAL REQUIREMENTS

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 SOW, which will include, but are not limited to:

- Provide design, development, all levels of testing, and implementation of ATP based on the 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 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 ATP, 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

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 Standards is desired, the Government Program Manager must submit a formal request to the ICE OCIO Architecture Division for adjudication. The Contractor shall not proceed with the deviation unless ICE OCIO Architecture Division approves the formal request and grants a waiver to deviate from the Technology Standards. If Architecture Division approves the technology change request, the Contractor shall comply with all stipulations specified within the approval notification.
- 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 ICE OCIO Architecture Division for

adjudication. The Contractor shall not proceed with the deviation unless ICE OCIO Architecture Division approves the formal request and grants a waiver to deviate from the SLM Process. If ICE OCIO Architecture Division approves the RFD, the Contractor shall comply with all stipulations specified within the approval notification.

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 repository. Use of any other 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 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.

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.

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.

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 LESC 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 Figure 1 in SOW Attachment 1), and will not be a Task required for ATP (See Section 5: Tasks). Additionally, system automation will include the capacity to create and pre-populate forms, documents and certain reports from available information.

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.

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.

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.

6.4.6 **Data Tier**

The Contractor shall leverage ICE's Oracle Enterprise hosting environment (defined in 6.4.9) 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.

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.

6.4.8 **Extract, Transform, and Load (ETL)**

The Contractor's solution shall use ICE's standard 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.

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.

6.5 General System Characteristics

6.5.1 Scalability

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

6.5.2 Efficiency

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

6.5.3 Reliability

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

6.5.4 Availability

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

7.0 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.

7.1 Deliverable Number 1: Project Management Plan and Schedule

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 Plan must be kept up to date with all changes to the requirement. The Contractor shall provide the Project Management Plan and Schedule fifteen business (15) 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 Control Plan

7.2 Deliverable Number 2: Progress Reports

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 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

7.3 Deliverable Number 3: Program Reviews

Participate in monthly Program Reviews with the OCIO Program Manager or designee to review selected projects. The purpose of this meeting is to ensure 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 should also be addressed when required. The program review is intended to be an informal executive summary of these events, and should require only minimal presentation time.

7.4 Deliverable Number 4: Weekly Status Report

Prepare a weekly status report for the OCIO Program 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 or by electronic (e-mail). Additionally, the Program Manager may request impromptu meetings to discuss status or issues.

7.5 Deliverable Number 5: Monthly Status Report

Prepare a monthly status report for the COTR 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 to the COTR. Reports are due on the 15th calendar day of every month.

7.6 Deliverable Number 6: Transition Plan

Provide a Transition Management Plan (TMP) for the transition out tasks as described in Section 5.4. The TMP is due 120 days prior to the end of the period of performance of the task order.

7.7 Deliverable Number 7: Earned Value Management System (EVMS) Report

The Contractor shall submit monthly EVM reports to the COTR. The reports must be prepared in sufficient detail to support OMB A-11 reporting requirements. The initial report is due 45 calendar days after task order award and shall cover the first 30 days of task order performance. Subsequent reports will be provided monthly and shall cover the 30-day period that began at the conclusion of the last reported period. The report is due on the 10th business day of each calendar month, starting with the second calendar month after task order award.

7.8 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 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.

All deliverables for the ATP effort shall be delivered to the COTR, Program Manager, and/or Contracting Officer (CO) as indicated in the table below:

DELIVERABLE DESCRIPTION	DELIVERABLE NUMBER	FREQUENCY	DATE OF SUBMISSION	COPIES	ICE DISTRIBUTION
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 calendar 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
Monthly Status Report	5	Monthly	15 th of the following month	3	COTR Program Manager
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
EVMS Report	7	Monthly	45 calendar days after award; monthly on the 10 th business day of the calendar month thereafter	3	COTR CO
Quality Control Plan	8	Once	60 calendar days after award	3	COTR

8.0 GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION

The following Government property will be furnished to the Contractor upon award:

- ICE Virtual Private Network (VPN) Tokens and Air Cards
- Other Government Furnished Equipment (GFE) as necessary and approved by COTR

The Contractor shall keep an inventory of GFE, which can be made available to the COTR and Government Project 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.

9.0 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. Normal operations must be carried on during an 8 hour period between the hours of 8:00 AM and 6:00 PM Local Time, Monday through Friday except federal holidays, unless otherwise authorized by the COTR.

10.0 PERIOD OF PERFORMANCE

The period of performance for this task order will consist of an eleven-month base period and four twelve-month option periods.

11.0 OTHER DIRECT COSTS (ODCs)

Travel outside the local metropolitan Washington, D.C. area may be required. Travel will be reimbursed in accordance with the Federal Travel Regulation (FTR). All travel required by the Contractor shall be approved in advance by the COTR.

The Contractor may be required to buy hardware/software to support a development environment in the case that ICE is unable to provide the environment in support of this SOW. Each ODC expenditure shall be pre-approved by the COTR and shall remain the property of the Government.

12.0 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 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 experience with criminal history “rap sheets,” their outputs, and how criminal law is included for analysis of current charges and prior convictions.

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.

13.0 SECURITY REQUIREMENTS

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Task Order HSCETC-09-J-00016 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information.

ICE has determined that performance of this contract requires that the Contractor, subcontractor(s), vendors(s), etc. have access to sensitive ICE information which requires DHS 5C (Moderate Risk) position of public trust adjudication.

SOW 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
	ESB	Enforcement Systems Branch
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

	Acronym	Description
	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
	ISC ²	International Information Systems Security Certification Consortium
	ISSO	Information Systems Security Officer
	IT	Information Technology
L		
	LEA	Law Enforcement Agency
	LESC	Law Enforcement Support Center
	LPR	Lawful Permanent Resident
M		
	MD	Management Directive
N		
	NIST	National Institute of Standards and Technology
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
R		

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

SOW ATTACHMENT 1 – PROCESS AND ARCHITECTURE DIAGRAMS

FIGURE 1 – AUTOMATED THREAT PRIORITIZATION PROCESS

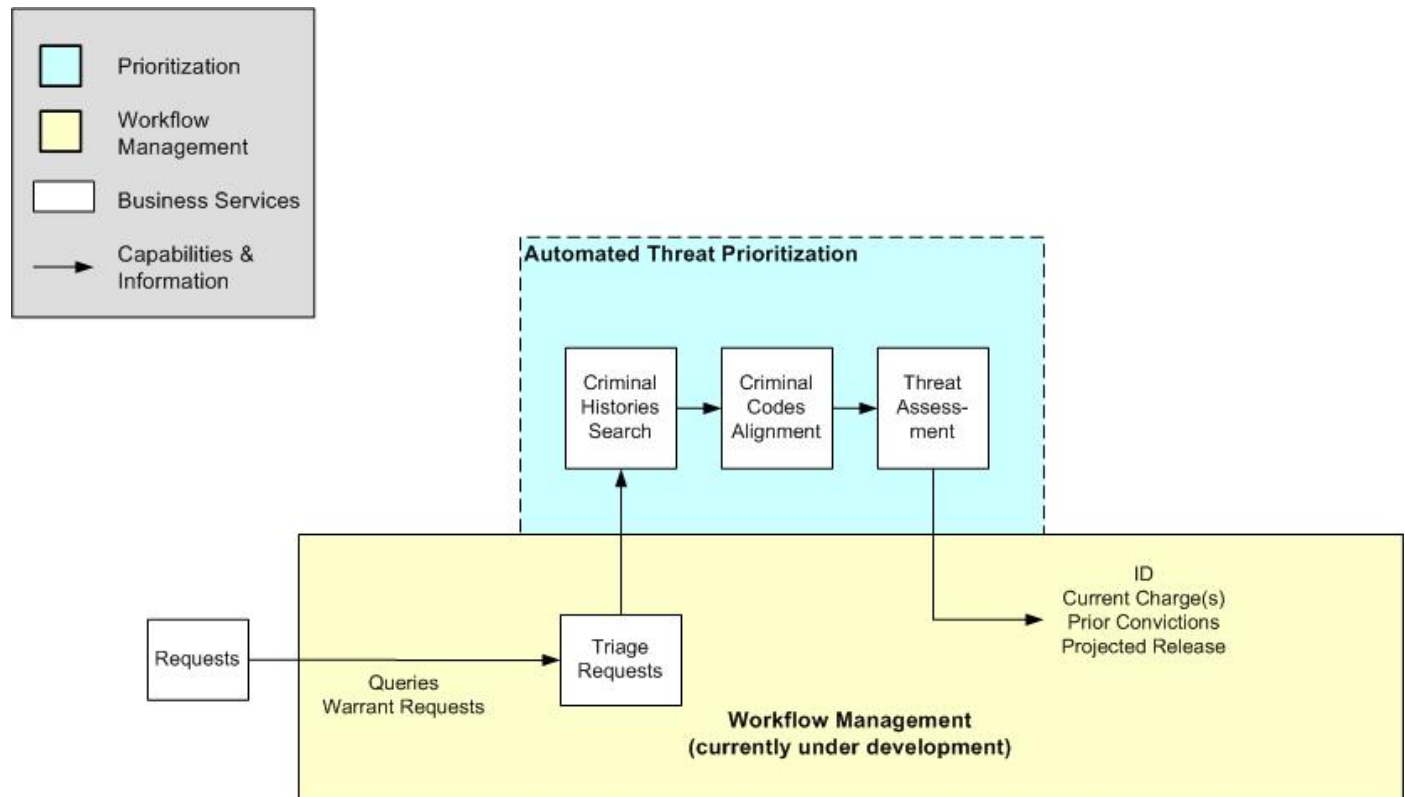


Figure 1 shows the Automated Threat Prioritization capabilities that need to be developed and the inputs and outputs to that service. Specifically, the service will receive subject information from an Immigration Alien Query that is sent from Workflow Management. The subject information will include numeric data such as Alien Registration Numbers, FBI Numbers, etc., and current criminal charges. Once this information is received, the service will automatically retrieve prior conviction information from state and federal rap sheets based upon the subject numeric data. The service will maintain a set of rules that can align the subject's current charge(s) to a managed set of criminal codes by jurisdiction. Based upon the subject's current charge(s) and alignment to appropriate criminal code(s), the service will estimate a projected release date. The service will take the subject and rap sheet information, and projected release date to determine the proper threat prioritization of the subject. The service will then send this information to Workflow Management for further processing.

SECTION D: PACKAGING AND MARKING

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SECTION E: INSPECTION AND ACCEPTANCE

E.1 52.246-4 Inspection of Services—Fixed-Price (AUG 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 with 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)

E.2 Inspection of Services - Cost-Reimbursement. (APR 1984) 52.246-5

(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, 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. Normal operations must be carried on during on during an 8 hour period between the hours of 8:00 AM and 6:00 PM Local Time, Monday through Friday except federal holidays, unless otherwise authorized by the COTR.

See Section C, Statement of Work, Section 9.0.

F.2 PERIOD OF PERFORMANCE

The period of performance for this task order will consist of an eleven-month base period and four twelve-month option periods. The base period will begin on September 30, 2009, and will end on August 31, 2010.

F.3 DELIVERY SCHEDULE

Required deliverables and delivery schedules are established in Section C, Statement of Work, Paragraph 7.0, and determined in coordination with the Contracting Officer's Technical Representative.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 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 Work;
 - (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.
 - 3) 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.

- 4) 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.2 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 to the following address:

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

B. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact and number 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.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

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.

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:

Miranda Collins, Contract Specialist

Jefferson Chao, Contracting Officer's Technical Representative (COTR)

G.3 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

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

Jefferson Chao, [REDACTED] 202-732-[REDACTED]

G.4 THE FOLLOWING CONTACT INFORMATION IS PROVIDED:

Task Order Contract Specialist

Miranda Collins, [REDACTED] 202-732-[REDACTED]

Task Order Contracting Officer

Douglas G. Smith, [REDACTED] 202-732-[REDACTED]

Program Manager (PM)/COTR

Jefferson Chao, [REDACTED] 202-732-[REDACTED]

Task Order Award: HSCETC-09-J-00016, Automated Threat Prioritization (ATP)

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 Task Order HSCETC-09-J-00016 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 DHS IT systems and the information contained therein, to include, the development and / or maintenance of DHS IT systems; or access to information contained in and / or derived from any DHS IT system.

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.1.7 INFORMATION TECHNOLOGY SECURITY CLEARANCE

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

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

H.1.8 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

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

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

H.2 USE OF PERSONALLY OWNED EQUIPMENT

Users shall not use personally owned equipment (e.g., laptop computers, PDAs) or software to process, access, or store sensitive information. Such equipment also includes plug-in and wireless (e.g., BlackBerry) peripherals that may employ removable media (e.g., CDs, DVDs). Also included are USB flash (thumb) drives, external drives, and diskettes. Components shall ensure that this policy is reflected in appropriate rules of behavior documents and reinforced during periodic security awareness sessions.

No personally owned equipment is to be connected to DHS equipment. Exceptions require written approval from the DAA. Exceptions shall be made only when the DAA deems that the use or

connection of personally owned equipment is essential to the Department's mission. The DAA shall accept any risk associated with personally owned equipment and this residual risk must be documented as part of the C&A process.

Components shall conduct reviews, at least semiannually, of all equipment and software in their respective offices to ensure that only Government-licensed software and equipment are being used, or that appropriate exceptions have been documented.

H.3 ACCESSIBILITY REQUIREMENTS

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

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

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

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

36 CFR 1194.23 – Telecommunications Products, applies to all telecommunications products including end-user interfaces such as telephones and non end-user interfaces such as switches, circuits, etc. that are procured, developed or used by the Federal Government.

36 CFR 1194.24 – Video and Multimedia Products, applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation shall also comply with the software standards (1194.21) when the presentation is through the use of a Web or Software application interface having user controls available. This standard applies to any training videos provided under this work statement.

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

fulfill the functional performance criteria.

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

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

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

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

36 CFR 1194.3(b) – Incidental to Contract, all EIT that is exclusively owned and used by the Contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

All tasks for testing of functional and/or technical requirements must include specific testing for Section 508 compliance, and must use DHS Office of Accessible Systems and Technology approved testing methods and tools. For information about approved testing methods and tools send an email to accessibility@dhs.gov.

H.4 HOMELAND SECURITY ENTERPRISE ARCHITECTURE COMPLIANCE

All solutions and services shall meet DHS Enterprise Architecture (EA) policies, standards, and procedures as it relates to this Statement of Work and associated Task Orders. Specifically, the Contractor shall comply with the following Homeland Security EA (HLS EA) requirements:

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware or software shall be compliant with the HLS EA Technology Reference Model Standards and Products Profile.
- All data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office for review and insertion into the DHS Data Reference Model.

SECTION I: CONTRACT CLAUSES

Task Order Terms and Conditions

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

CONTRACT CLAUSES

I.1 52.204-9 Personal Identity Verification of Contractor Personnel (SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

I.2 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.3 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.4 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.5 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.6 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.7 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.8 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.9 3052.204-71 Contractor Employee Access (JUN 2006)

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

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

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

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

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

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

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

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

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

(End of clause)

I.10 Alternate I, 3052.204-71 Contractor Employee Access (JUN 2006)

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;

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

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

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

(End of clause)

I.11 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.12 3052.215-70 Key Personnel or Facilities (DEC 2003)

- A) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- B) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel under this Contract:

Project Manager
Technical Lead
Subject Matter Experts (SMEs)

(End of clause)

I.13 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.14 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)

I.15 3052.245-70 Government Property Reports (August 2008)(Deviation)

The Contractor shall prepare a report of Government property in its possession and the possession of its subcontractors, when and in a format prescribed by the Contracting Officer.

(End of clause)

SECTION J: LIST OF ATTACHMENTS

Attachment 1: Letter to Offerors [REMOVED]

Attachment 2: Past Performance Questionnaire [REMOVED]

Attachment 3: Contract Pricing Table

Attachment 4: Labor Hour Estimates By Task

ATTACHMENT 3: Contract Pricing Table

Contract Pricing Table

BASE YEAR (9/30/2009 - 8/31/2010)			
CLIN	DESCRIPTION	TOTAL	TYPE
0001	Labor - ATP Development & Training	\$ [REDACTED]	Cost-Plus-Fixed Fee (CPFF) -- Annual Cost
0002	Fixed Fee - For CLIN 0001	\$ [REDACTED] b4	Fixed Price
0003	Other Direct Costs: Travel,Hardware/Software	\$ [REDACTED]	Cost Reimbursable (CR)/Not-to-Exceed (NTE)
BASE YEAR TOTAL VALUE		\$ 7,647,731.03	

1st OPTION YEAR (9/1/2010-8/31/2011)			
CLIN	DESCRIPTION	TOTAL	TYPE
1001	Labor - ATP Development & Training	\$ [REDACTED]	CPFF -- Annual Cost
1002	Fixed Fee - For CLIN 1001	\$ [REDACTED] b4	Fixed Price
1003	ODCs: Travel, Hardware/Software	\$ [REDACTED]	CR/NTE
1st OPTION YEAR TOTAL VALUE		\$ 4,827,010.16	

2nd OPTION YEAR (9/1/2011-8/31/2012)			
CLIN	DESCRIPTION	TOTAL	TYPE
2001	Labor - ATP Development & Training	\$ [REDACTED]	CPFF -- Annual Cost
2002	Fixed Fee - For CLIN 2001	\$ [REDACTED] b4	Fixed Price
2003	ODCs: Travel, Hardware/Software	\$ [REDACTED]	CR/NTE
2nd OPTION YEAR TOTAL VALUE		\$ 1,910,139.16	

3rd OPTION YEAR (9/1/2012-8/31/2013)			
CLIN	DESCRIPTION	TOTAL	TYPE
3001	Labor - ATP Development & Training	\$ [REDACTED]	CPFF -- Annual Cost
3002	Fixed Fee - For CLIN 3001	\$ [REDACTED] b4	Fixed Price
3003	ODCs: Travel, Hardware/Software	\$ [REDACTED]	CR/NTE
3004	Operations and Maintenance	\$ [REDACTED]	Firm-Fixed-Price (FFP)
3rd OPTION YEAR TOTAL VALUE		\$ 1,479,121.19	

4th OPTION YEAR (9/1/2013-8/31/2014)			
CLIN	DESCRIPTION	TOTAL	TYPE
4001	Labor - ATP Development & Training	\$ [REDACTED]	CPFF -- Annual Cost
4002	Fixed Fee - For CLIN 4001	\$ [REDACTED] b4	Fixed Price
4003	ODCs: Travel, Hardware/Software	\$ [REDACTED]	CR/NTE
4004	Operations and Maintenance	\$ [REDACTED]	Firm-Fixed-Price (FFP)
4005	Transition-Out	\$ [REDACTED]	FFP
4th OPTION YEAR TOTAL VALUE		\$ 1,543,609.22	

ATTACHMENT 3: Contract Pricing Table

TOTAL CONTRACT (9/30/2009-8/31/2014)			
CLIN	DESCRIPTION	TOTAL	TYPE
X001	Labor - ATP Development & Training	\$	CPFF
X002	Fixed Fee - For CLIN x001	\$	Fixed Price
X003	ODCs: Travel, Hardware/Software	\$ b4	CR/NTE
X004	Operations and Maintenance	\$	Firm-Fixed-Price (FFP)
X005	Transition-Out	\$	FFP
TOTAL CONTRACT VALUE		\$ 17,407,610.76	

ATTACHMENT 4: Estimated Labor Hous By Task

EAGLE Labor Category	BY	OY1	OY2	OY3	OY4	TOTAL
	Hours	Hours	Hours	Hours	Hours	Hours
5.1.1 (CPFF) - Gathering and Analysis of Requirements for ATP	32,477	0	0	0	0	32,477
Applications Engineer (Senior)	3,216	0	0	0	0	3,216
Database Analyst/Programmer	1,856	0	0	0	0	1,856
Database Management Specialist	2,139	0	0	0	0	2,139
Functional Analyst	2,698	0	0	0	0	2,698
Functional Analyst (Senior)	3,028	0	0	0	0	3,028
Information Technology Consultant	4,363	0	0	0	0	4,363
Information Technology Senior Consultant	3,420	0	0	0	0	3,420
IT Security Specialist	510	0	0	0	0	510
Project Control Specialist	1,626	0	0	0	0	1,626
Project Manager	1,411	0	0	0	0	1,411
Subject Matter Expert	7,144	0	0	0	0	7,144
Technical Writer/Editor	1,066	0	0	0	0	1,066

EAGLE Labor Category	BY	OY1	OY2	OY3	OY4	TOTAL
	Hours	Hours	Hours	Hours	Hours	Hours
5.1.2 (CPFF) - Design, Development and Implementation of ATP	2,011	20,113	1,550	0	0	23,674
Application Developer/Programmer	0	4,037	637	0	0	4,674
Applications Engineer (Junior)	340	1,608	0	0	0	1,948
Applications Engineer (Senior)	415	3,611	0	0	0	4,026
Database Analyst/Programmer	0	1,274	0	0	0	1,274
Database Management Specialist	287	1,573	0	0	0	1,860
Information Technology Consultant	330	170	0	0	0	500
Information Technology Senior Consultant	198	1,571	0	0	0	1,769
Project Control Specialist	96	1,278	82	0	0	1,456
Project Manager	95	1,349	181	0	0	1,625
Subject Matter Expert	170	1,490	0	0	0	1,660
Technical Writer/Editor	80	622	0	0	0	702
Test Engineer (Senior)	0	1,530	650	0	0	2,180

EAGLE Labor Category	BY	OY1	OY2	OY3	OY4	TOTAL
	Hours	Hours	Hours	Hours	Hours	Hours
5.1.3 (CPFF) - Tracking and Maintenance Module	1,306	4,722	0	0	0	6,028
Application Developer/Programmer	0	1,668	0	0	0	1,668
Database Management Specialist	510	1,317	0	0	0	1,827
Information Technology Consultant	510	169	0	0	0	679
Project Control Specialist	73	300	0	0	0	373
Project Manager	70	316	0	0	0	386
Subject Matter Expert	143	20	0	0	0	163
Test Engineer (Intermediate)	0	932	0	0	0	932

ATTACHMENT 4: Estimated Labor Hous By Task

EAGLE Labor Category	BY	OY1	OY2	OY3	OY4	TOTAL
	Hours	Hours	Hours	Hours	Hours	Hours
5.2 (CPFF) - Maintenance, Operations, and Production Support	0	0	6,558	0	0	6,558
Application Systems Analyst	0	0	2,025	0	0	2,025
Applications Engineer (Junior)	0	0	660	0	0	660
Applications Engineer (Intermediate)	0	0	840	0	0	840
IT Security Specialist	0	0	840	0	0	840
Project Control Specialist	0	0	493	0	0	493
Project Manager	0	0	1,040	0	0	1,040
Test Engineer (Associate)	0	0	660	0	0	660

EAGLE Labor Category	BY	OY1	OY2	OY3	OY4	TOTAL
	Hours	Hours	Hours	Hours	Hours	Hours
5.2 (FFP) - Maintenance, Operations, and Production Support	0	0	0	6,034	5,861	11,895
Application Systems Analyst	0	0	0	1,524	1,524	3,048
Applications Engineer (Junior)	0	0	0	1,020	881	1,901
Applications Engineer (Intermediate)	0	0	0	646	612	1,258
IT Security Specialist	0	0	0	816	816	1,632
Technical Writer/Editor	0	0	0	504	504	1,008
Test Engineer (Associate)	0	0	0	1,524	1,524	3,048

EAGLE Labor Category	BY	OY1	OY2	OY3	OY4	TOTAL
	Hours	Hours	Hours	Hours	Hours	Hours
5.3 (CPFF) - Training	88	99	130	1,660	1,128	3,105
Project Control Specialist	4	9	7	336	336	692
Project Manager	4	10	19	1,132	600	1,765
Training Specialist (Senior)	80	80	104	192	192	648

EAGLE Labor Category	BY	OY1	OY2	OY3	OY4	TOTAL
	Hours	Hours	Hours	Hours	Hours	Hours
5.4 (FFP) - Transition Out	0	0	0	0	760	760
Applications Engineer (Junior)	0	0	0	0	510	510
Applications Engineer (Intermediate)	0	0	0	0	127	127
Technical Writer/Editor	0	0	0	0	123	123

ATTACHMENT 4: Estimated Labor Hous By Task

EAGLE Labor Category	BY	OY1	OY2	OY3	OY4	TOTAL
	Hours	Hours	Hours	Hours	Hours	Hours
6 (CPFF) - General Requirement (Common Services)	11,853	8,244	3,099	0	0	23,196
Application Developer/Programmer	255	595	0	0	0	850
Applications Engineer (Intermediate)	2,284	985	0	0	0	3,269
Configuration Management Specialist	931	320	0	0	0	1,251
Database Management Specialist	1,115	638	0	0	0	1,753
Functional Analyst (Senior)	1,057	0	0	0	0	1,057
IT Security Specialist (Senior)	1,913	1,020	0	0	0	2,933
Project Control Specialist	970	538	201	0	0	1,709
Project Manager	805	826	1,368	0	0	2,999
Subject Matter Expert	644	0	0	0	0	644
Systems Architect	1,879	2,040	510	0	0	4,429
Test Engineer (Senior)	0	1,282	1,020	0	0	2,302

EAGLE Labor Category	BY	OY1	OY2	OY3	OY4	TOTAL
	Hours	Hours	Hours	Hours	Hours	Hours
TOTAL Labor for CPFF	47,735	33,178	11,337	1,660	1,128	95,038
Application Developer/Programmer	255	6,300	637	0	0	7,192
Application Systems Analyst	0	0	2,025	0	0	2,025
Applications Engineer (Junior)	340	1,608	660	0	0	2,608
Applications Engineer (Intermediate)	2,284	985	840	0	0	4,109
Applications Engineer (Senior)	3,631	3,611	0	0	0	7,242
Configuration Management Specialist	931	320	0	0	0	1,251
Database Analyst/Programmer	1,856	1,274	0	0	0	3,130
Database Management Specialist	4,051	3,528	0	0	0	7,579
Functional Analyst	2,698	0	0	0	0	2,698
Functional Analyst (Senior)	4,085	0	0	0	0	4,085
Information Technology Consultant	5,203	339	0	0	0	5,542
Information Technology Senior Consultant	3,618	1,571	0	0	0	5,189
IT Security Specialist	510	0	840	0	0	1,350
IT Security Specialist (Senior)	1,913	1,020	0	0	0	2,933
Project Control Specialist	2,769	2,125	783	336	336	6,349
Project Manager	2,385	2,501	2,608	1,132	600	9,226
Subject Matter Expert	8,101	1,510	0	0	0	9,611
Systems Architect	1,879	2,040	510	0	0	4,429
Technical Writer/Editor	1,146	622	0	0	0	1,768
Test Engineer (Associate)	0	0	660	0	0	660
Test Engineer (Intermediate)	0	932	0	0	0	932
Test Engineer (Senior)	0	2,812	1,670	0	0	4,482
Training Specialist (Senior)	80	80	104	192	192	648

ATTACHMENT 4: Estimated Labor Hous By Task

EAGLE Labor Category	BY	OY1	OY2	OY3	OY4	TOTAL
	Hours	Hours	Hours	Hours	Hours	Hours
TOTAL Labor for FFP	0	0	0	6,034	6,621	12,655
Application Systems Analyst	0	0	0	1,524	1,524	3,048
Applications Engineer (Junior)	0	0	0	1,020	1,391	2,411
Applications Engineer (Intermediate)	0	0	0	646	739	1,385
IT Security Specialist	0	0	0	816	816	1,632
Technical Writer/Editor	0	0	0	504	627	1,131
Test Engineer (Associate)	0	0	0	1,524	1,524	3,048

EAGLE Labor Category	BY	OY1	OY2	OY3	OY4	TOTAL
	Hours	Hours	Hours	Hours	Hours	Hours
TOTAL Labor for ATP	47,735	33,178	11,337	7,694	7,749	107,693
Application Developer/Programmer	255	6,300	637	0	0	7,192
Application Systems Analyst	0	0	2,025	1,524	1,524	5,073
Applications Engineer (Junior)	340	1,608	660	1,020	1,391	5,019
Applications Engineer (Intermediate)	2,284	985	840	646	739	5,494
Applications Engineer (Senior)	3,631	3,611	0	0	0	7,242
Configuration Management Specialist	931	320	0	0	0	1,251
Database Analyst/Programmer	1,856	1,274	0	0	0	3,130
Database Management Specialist	4,051	3,528	0	0	0	7,579
Functional Analyst	2,698	0	0	0	0	2,698
Functional Analyst (Senior)	4,085	0	0	0	0	4,085
Information Technology Consultant	5,203	339	0	0	0	5,542
Information Technology Senior Consultant	3,618	1,571	0	0	0	5,189
IT Security Specialist	510	0	840	816	816	2,982
IT Security Specialist (Senior)	1,913	1,020	0	0	0	2,933
Project Control Specialist	2,769	2,125	783	336	336	6,349
Project Manager	2,385	2,501	2,608	1,132	600	9,226
Subject Matter Expert	8,101	1,510	0	0	0	9,611
Systems Architect	1,879	2,040	510	0	0	4,429
Technical Writer/Editor	1,146	622	0	504	627	2,899
Test Engineer (Associate)	0	0	660	1,524	1,524	3,708
Test Engineer (Intermediate)	0	932	0	0	0	932
Test Engineer (Senior)	0	2,812	1,670	0	0	4,482
Training Specialist (Senior)	80	80	104	192	192	648