

Company Name:
Science Applications International Corporation (SAIC)

Contract Number:
HSHQDC-06-D-00026 (HSHQDC06D00026)

Order Number:
HSCETC-09-J-00035 (HSCETC09J00035)

Period of Performance:
10/1/2009 through 12/31/2013
Base Period: 10/1/2009 through 12/31/2009

Services Provided:
This task order is issued against the Enterprise Acquisition Gateway for Leading Edge Solutions (EAGLE) for the Architecture Systems Assurance Services (ASAS) project.

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/30/2009		2. CONTRACT NO. (If any) HSHQDC-06-D-00026		6. SHIP TO:	
3. ORDER NO. HSCETC-09-J-00035		4. REQUISITION/REFERENCE NO. See Schedule		a. NAME OF CONSIGNEE	
5. ISSUING OFFICE (Address correspondence to) ICE/Info Tech Svcs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536				b. STREET ADDRESS	
7. TO:		c. CITY		d. STATE	e. ZIP CODE
a. NAME OF CONTRACTOR SCIENCE APPLICATIONS INTERNATIONAL CORPORATION				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 10260 CAMPUS POINT DRIVE MAIL STOP G2				<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 SAN DIEGO		e. STATE CA	f. ZIP CODE 921211522		
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 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 Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: b2High This task order award, HSCETC-09-J-00035, is issued against the Enterprise Acquisition Gateway for Leading Edge Solutions (EAGLE), Functional Category 5, Contract Number HSHQDC-06-D-00026 with Science Applications Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME DHS, ICE						\$2,752,326.58	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-OCIO-ACH							
c. CITY Williston		d. STATE VT	e. ZIP CODE 05495-1620			\$2,752,326.58		

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

PAGE NO

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/30/2009

HSHQDC-06-D-00026

HSCETC-09-J-00035

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>International Corporation (SAIC) for the Architecture Systems Assurance Services (ASAS) project. ICE hereby accepts SAIC's final proposal, dated September 25, 2009.</p> <p>This task order is subject to the terms and conditions outlined in EAGLE Contract Number HSHQDC-06-D-00026.</p> <p>The total task order amount, including the base year and four option periods, is \$39,349,322.56.</p> <p>Funding in the amount of \$2,752,326.63 is hereby provided for the base year.</p> <p>Period of Performance: 10/01/2009 to 12/31/2013</p>					
0001	Base Period - October 1, 2009 - December 31, 2009				0.00	
0001A	<p>Cost Plus Fixed Fee Labor to include Quality Assurance, System Lifecycle Management, Requirements Management, Architecture Assessment, Application Test & Evaluation, Technical Test & Evaluation, Configuration Management and Special Projects</p> <p>Requisition No: 192109CIOACH00005, 192109CIOACH20007, 192109CIOACH20011</p> <p>Accounting Info:</p> <p>[REDACTED] b2High</p> <p>Funded: \$ [REDACTED] b4</p> <p>Accounting Info:</p> <p>[REDACTED] b2High</p> <p>Funded: \$ [REDACTED] b4</p> <p>Accounting Info:</p> <p>[REDACTED] b2High</p> <p>Continued ...</p>				b4	

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

\$2,410,420.32

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

PAGE NO

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

DATE OF ORDER
09/30/2009

CONTRACT NO.
HSHQDC-06-D-00026

ORDER NO
HSCETC-09-J-00035

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Funded: [REDACTED] b4					
0001B	Labor Fixed Fee Requisition No: 192109CIOACH20010, 192109CIOACH20011 Accounting Info: [REDACTED] b2High Funded: \$ [REDACTED] b4 Accounting Info: [REDACTED] b2High Funded: \$ [REDACTED] b4				[REDACTED] b4	
0001C	Firm Fixed Price Labor to include Program Management and Program Support Requisition No: 192109CIOACH20010 Accounting Info: [REDACTED] b2High Funded: \$ [REDACTED] b4				[REDACTED] b4	
0010	Other Direct Costs Requisition No: 192109CIOACH20010 Accounting Info: [REDACTED] b2High Funded: \$ [REDACTED] b4				[REDACTED] b4	
1001	Option Year One - January 1, 2010 - December 31, 2010 Amount: \$0.00 (Option Line Item) 12/31/2009				0.00	
1001A	Option Year One Cost Plus Fixed Fee Labor to include Quality Assurance, System Lifecycle Management, Requirements Management, Architecture Assessment, Application Test & Evaluation, Technical Continued ...				0.00	

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

\$341,906.26

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

PAGE NO

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

DATE OF ORDER
09/30/2009

CONTRACT NO.
HSHQDC-06-D-00026

ORDER NO.
HSCETC-09-J-00035

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Test & Evaluation, Configuration Management and Special Projects Amount: \$ [b4] (Option Line Item) 12/31/2009					
1001B	Option Year One Labor Fixed Fee Amount: \$ [b4] (Option Line Item) 12/31/2009				0.00	
1001C	Option Year One Firm Fixed Price Labor to include Program Management and Program Support Amount: \$ [b4] (Option Line Item) 12/31/2009				0.00	
1010	Option Year One Other Direct Costs Amount: \$ [b4] (Option Line Item) 12/31/2009				0.00	
2001	Option Year Two - January 1, 2011 - December 31, 2011 Amount: \$0.00 (Option Line Item) 12/31/2010				0.00	
2001A	Option Year Two Cost Plus Fixed Fee Labor to include Quality Assurance, System Lifecycle Management, Requirements Management, Architecture Assessment, Application Test & Evaluation, Technical Test & Evaluation, Configuration Management and Special Projects Amount: \$ [b4] (Option Line Item) 12/31/2010				0.00	
2001B	Option Year Two Labor Fixed Fee Amount: \$ [b4] (Option Line Item) 12/31/2010				0.00	
2001C	Option Year Two Firm Fixed Price Labor to include Program Management and Program Support Amount: \$ [b4] (Option Line Item) 12/31/2010				0.00	
	Continued ...					

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

\$0.00

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

PAGE NO

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

DATE OF ORDER
09/30/2009

CONTRACT NO.
HSHQDC-06-D-00026

ORDER NO.
HSCETC-09-J-00035

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
2010	Option Year Two Other Direct Costs Amount: \$ [b4] (Option Line Item) 12/31/2010				0.00	
3001	Option Year Three - January 1, 2012 - December 31, 2012 Amount: \$0.00 (Option Line Item) 12/31/2011				0.00	
3001A	Option Year Three Cost Plus Fixed Fee Labor to include Quality Assurance, System Lifecycle Management, Requirements Management, Architecture Assessment, Application Test & Evaluation, Technical Test & Evaluation, Configuration Management and Special Projects Amount: \$ [b4] (Option Line Item) 12/31/2011				0.00	
3001B	Option Year Three Labor Fixed Fee Amount: \$ [b4] (Option Line Item) 12/31/2011				0.00	
3001C	Option Year Three Firm Fixed Price Labor to include Program Management and Program Support Amount: \$ [b4] (Option Line Item) 12/31/2011				0.00	
3010	Option Year Three Other Direct Costs Amount: \$ [b4] (Option Line Item) 12/31/2011				0.00	
4001	Option Year Four - January 1, 2013 - December 31, 2013 Amount: \$0.00 (Option Line Item) 12/31/2012				0.00	
4001A	Option Year Four Cost Plus Fixed Fee Labor to include Quality Assurance, System Lifecycle Management, Requirements Management, Architecture Assessment, Application Test & Evaluation, Technical Test & Evaluation, Configuration Management and Special Projects Continued ...				0.00	

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

\$0.00

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

PAGE NO

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

DATE OF ORDER

CONTRACT NO

09/30/2009

HSHQDC-06-D-00026

ORDER NO

HSCETC-09-J-00035

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Amount: \$ [b4] (Option Line Item) 12/31/2012					
4001B	Option Year Four Labor Fixed Fee Amount: \$ [b4] (Option Line Item) 12/31/2012				0.00	
4001C	Option Year Four Firm Fixed Price Labor to include Program Management and Program Support Amount: \$ [b4] (Option Line Item) 12/31/2012				0.00	
4010	Option Year Four Other Direct Costs Amount: \$ [b4] (Option Line Item) 12/31/2012 Points of Contact: Contracting Officer: Paul Osterhaus, (202) 732-[b6] COTR: Ginny McCullough, (202) 732-[b6] Contract Specialist: Ben Branch, (202) 732-[b6] The total amount of award: \$39,349,322.52. The obligation for this award is shown in box 17(i).				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: Architecture Systems Assurance Services (ASAS).

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 \$39,349,322.59.

B.4 TYPE OF CONTRACT

This task order is a hybrid with Cost-Plus-Fixed-Fee (CPFF) and Firm-Fixed-Price (FFP), CLINs being issued off of the DHS EAGLE contract under Functional Category 5, Management Support Services. All terms and conditions of the DHS EAGLE contract apply to this task order.

B.5 NAICS/PSC

NAICS Code: 541618 for Other Management Consulting Services

PSC Code: D306 Systems Analysis

B.6 DEFINITION

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

SECTION C: STATEMENT OF WORK (SOW)

1. PROJECT TITLE

Architecture Systems Assurance Services

This Statement of Work (SOW) is to acquire the necessary skills and resources to implement the transformation of the Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), Office of the Chief Information Officer (OCIO), Architecture Division (AD) Support and other Information Technology service activity requirements into enterprise solutions. The defined tasks require quality assurance support, system lifecycle management support, requirements management support, architectural assessment support, application testing support (including functional, security, Section 508 compliance, and user acceptance testing), technical testing support (including interoperability testing, test automation, and performance testing), configuration management support, and general program support.

2. BACKGROUND

DHS/ICE/OCIO has undertaken several initiatives as part of its ongoing efforts to modernize and evolve data flow connectivity, data processing, database management, enterprise infrastructure, and information display capabilities. The enterprise solution is a concept for fully integrating the ICE OCIO systems and is continuously evaluated and assessed as systems migration requirements are defined. Systems integration continues to look at new technologies and opportunities for consolidation and improvement.

DHS/ICE/OCIO has over 600 sites nationwide and internationally that support the mission of the following offices/programs: Office of Investigations (OI), Federal Protective Service (FPS), Office of the Principal Legal Advisor (OPLA), Detention and Removal Operations (DRO), Office of Intelligence (Intel), Office of Professional Responsibility (OPR), administrative support programs, and other special projects. The Contractor shall be responsible for coordinating all staffing with the ICE Task Manager and/or Contracting Officer's Technical Representative (COTR) in support of the work to be performed under the Statement of Work

DHS/ICE/OCIO requires Contractor-provided Information Technology (IT) services and related support. The support shall include the work necessary to extend and complement efforts already completed by DHS/ICE/OCIO.

3. SCOPE

The specific EAGLE contract functional category applicable to the work to be performed is Functional Category 5 – Management Support Services. The Contractor shall provide systems assurance and conduct or analyze testing of approximately 120 applications throughout ICE.

The Contractor shall ensure that the following processes are integrated: ICE System Lifecycle Management (SLM), DHS Systems Engineering Life Cycle (SELC), Information Systems Security, Certification and Accreditation (C&A), and Capital Planning and Investment Control (CPIC).

The Contractor shall provide technical and programmatic support on major program projects from initiation through implementation, including planning and budgeting. Under the direction of the ICE Task Manager and other Government Subject Matter Experts (SME), the Contractor shall establish project requirements; priorities and deadlines; and coordinate resources across projects.

The Contractor shall have a comprehensive understanding of the DHS/ICE/OCIO organization and the relationships/dependencies between all DHS/ICE/OCIO products to accomplish development, maintenance, documentation, management, and assessment of architecture products to support assigned projects.

The Contractor shall prepare and present white papers and progress reports for management using Microsoft Office tools or other applications as needed to analyze costs, schedules, and technical performance of the work.

The Contractor shall coordinate among the task leaders, project managers, and Government organizations to develop integrated project schedules across multiple teams working on engineering activities.

The Contractor shall stay abreast of emerging technologies and shall provide technical expertise and support in identifying, coordinating, and implementing new technologies into the ICE environment (with a minimum of researching, proposing, and implementing one major technology improvement per year).

4. SPECIFIC TASKS:

PROGRAM MANAGEMENT

The Contractor shall propose a full time Project Manager (PM) who will serve as a Key Personnel and who will disseminate policy, prepare and distribute schedules, monitor Contractor activities, and advise Government personnel of the status of projects. The PM will provide project management coordination, oversight, planning, and administration of major program projects to ensure that they are completed on time and under budget and in accordance with appropriate quality and performance measures.

The PM is responsible for the oversight of the EAGLE Task Order including high-level program management support for this Program. The program management functions, at a minimum, shall include but are not limited to assuring that project activities and deliverables are accomplished within the general scope of the task order on time; monitoring and tracking the availability of the funds for authorized work by Contractor Line Item Number (CLIN) and projects; ensuring all meetings are attended by the appropriate staff; resolving task order level management and programmatic issues; monitoring and ensuring task order performance is within budget and schedule; reviewing all reports for accuracy; performing trends and performance analysis; monitoring and tracking appropriate approval procedures for the authorization of the Other Direct Costs (ODC); performing quality control and implementing quality control measures; and

facilitating and maintaining effective interaction and coordination between ICE project leads and the Contractor. Given the dynamic environment within ICE, the PM shall closely monitor tasks and provide advanced notification of any deviation from budget, schedule, or resources.

The PM (or an authorized designee) shall provide weekly status reports to the ICE Task Manager that include accomplishments, status of ongoing activities, issues, recommendations for problem resolution, and upcoming activities. The PM shall ensure that the Contracting Officer's Technical Representative (COTR) is provided an updated monthly listing of all Contractor staff to include Subcontractor. The PM or designee shall track and invoice special projects within this Statement of Work (SOW) that may be specifically funded by Congress, Office of Management and Budget (OMB), or DHS. ICE Automation Modernization Program (Atlas) is one example of an appropriated project that must be tracked and invoiced separately. The PM or designee shall work with the ICE Task Manager to ensure that Atlas activities are clearly identified so they can be invoiced correctly.

The PM or designee shall meet with the ICE Task Manager on a weekly or ad hoc basis. The PM or designee shall monitor the performance of their personnel, identify any degraded quality of service, and propose corrective actions to the ICE Task Manager up to and including employee termination.

The Contractor shall be prepared to demonstrate the capacity and capability to support and provide resources to ensure coverage and that projected staffing levels are appropriately addressing the requirements.

In addition to the task level activities, the PM or designee shall provide oversight, management, coordination, and administrative support, as necessary, to meet the requirements, objectives, and ICE priorities as identified by the COTR, ICE Task Manager, or designee. This includes but is not limited to:

- Ensuring smooth daily operation.
- Ensuring performance of and accountability for work activities, projects, and work assignments.
- Ensuring optimal utilization of resources and growth.
- Managing teams of subject matter experts and maintaining meeting minutes.
- Prioritizing requirements consistent with ICE priorities.
- Ensuring necessary work activities, projects, and assignments are included in the tasks, work breakdown structure (WBS), work plans, quality control plans, and other areas in which this Contractor supports the government.
- Effectively and accurately communicating progress to ICE Task Managers and executive managers.
- Managing scope and expectations while meeting timelines, milestones, and schedules.
- Coordinating external and internal resources and ICE priorities.
- Coordinating with the larger Contractor organization as necessary to obtain the expertise required to research, propose, and implement innovative new procedures in each specific Architecture Division discipline.

The PM shall ensure that for each Project, the Contractor shall provide a detailed charter, project management plan, work breakdown structure (WBS) with scheduled milestones, implementation

plan, training plan, and transition document. These deliverables shall be consistent with the general management approach used in ICE and may detail the coordination of roles and responsibilities of other entities. The project management plan shall describe the project management control mechanisms; configuration and change management factors; reporting requirements; contingencies; and performance measures for the major milestones.

- The Contractor is responsible for identifying the staffing mix and Subcontractors for the estimated hours consistent with the SOW.
- The Government reserves the right to reassign the hours to include but not be limited to using hours from other quarters and CLINS at the government's discretion as approved by the ICE Task Manager and COTR.
- The Contractor is responsible for tracking the hours by CLIN / Subcontract Line Item Number (SLIN), labor category, position, and program on a monthly and cumulative basis and providing the ICE Task Manager and COTR a copy of the report in writing.

DHS Enterprise Architecture Compliance

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

- All developed solutions and requirements shall be compliant with the DHS EA
- All IT hardware or software shall be compliant with the DHS EA Technical Reference Model (TRM) 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 (EDMO) for review and insertion into the DHS Data Reference Model
- In compliance with Office of Management and Budget (OMB) mandates, all network hardware shall be IPv6 compatible without modification, upgrade, or replacement
- All Information Technology assets being developed, procured, or acquired shall be IPv6 capable

5.2 ARCHITECTURE ASSURANCE, ASSESSMENT, AND COMPLIANCE

Under this CLIN, the Contractor shall provide support and services for any of the following work as required by the ICE Task Manager. As required and coordinated with the ICE Task Manager, the Contractor shall deliver wide-ranging technology management and tactical guidance together with practical leadership toward the definition, development, and implementation of an integrated IT environment. Contractor support shall include a mixture of IT strategic and tactical oversight and planning services for multiple IT initiatives within ICE to include providing services and support to perform the following Subtasks as required by the Government Task Manager.

Program Specific CLINS are general work assignments, activities, and services the Contractor shall be providing. All work activities, assignments, or projects must be clearly identified, tracked, monitored, and invoiced separately.

The Contractor may be assigned to provide resources, support, and services for this CLIN and the associated SLINS identified as required and coordinated with the ICE Task Manager. The Contractor is responsible for tracking all work for all active CLINS and SLINS via the program management CLIN identified in the previous section.

5.2.1 Architecture Assurance

The Contractor shall develop and support a comprehensive program to provide overall technical architecture guidance, systems assurance, standards, and direction for the development of ICE applications and integrated IT infrastructure services. The Contractor shall recommend and help to develop processes to support Architecture program planning, coordination, compliance, and governance. The Contractor shall assist in the development of processes and technical approaches to support Systems Assurance activities, which help information technology projects achieve full functionality, performance, interoperability, certification, quality, scalability, compatibility, and maintainability requirements upon implementation. The Contractor shall support the systems assurance program through the following activities:

5.2.1.1 Quality Assurance (QA)

The Contractor shall assist the Government in maintaining an enterprise-wide QA program, managing and modifying the program as necessary. These services help projects to navigate through the Software Lifecycle Management (SLM) process smoothly and improve product quality while ensuring that the right amount of systems assurance is conducted -- protecting Government interests without introducing unnecessary burden to projects. By providing consistent direction and a structured, yet customizable methodology throughout the lifecycle, QA ensures compliance to processes and standards. Duties specific to this task include but are not limited to the following:

- Provides proactive guidance, SLM process assistance, gate review exit criteria verification, auditing, and work pattern tailoring
- Conducts SLM documentation assessment and reporting processes for ICE software development projects
- Coordinates the efforts of peers to ensure that IT project deliverables adhere to established standards and are delivered in a timely manner
- Works with Subject Matter Experts to assess system documentation
- Effects and implements the overall SLM documentation process flow
- Coordinates on-time processing of contract deliverables
- Creates, coordinates, maintains, and updates standard operating procedures
- Evaluates and implements opportunities for automating portions of the SLM process
- Hosts SLM Gate Reviews with project participants to determine readiness to proceed to subsequent lifecycle stages
- Gathers, records, analyzes, and reports on metrics for SLM compliance
-

5.2.1.2 System Lifecycle Management

The Contractor shall support System Lifecycle Management and shall establish or maintain key architecture processes to support the ICE OCIO Architecture Division. The Contractor shall provide flexible architecture processes and disseminate them to all stakeholders. These key architecture processes are documented within the Architecture Division's portfolio of artifacts, specifically but not limited to the *ICE System Lifecycle Management (SLM) Handbook, Pre-Defined Work Patterns, Enterprise Systems Assurance Plan, and Architecture Test and Evaluation Plan*. Duties specific to this task include but are not limited to the following:

- Manages up to 120 concurrent software development projects from a systems assurance perspective (working with individual development project managers)
- Serves as the major point of contact throughout the entire SLM process
- Acts as liaison between project teams, requirements analysts, design and development teams, technical architects, data managers, enterprise architects, functional and performance test teams, and production support teams
- Coordinates the efforts of peers across the entire SLM spectrum to ensure that IT projects stay on schedule and meet standards for architecture, security, and performance
- Assures the proper planning, management, coordination, and execution of end-to-end system development lifecycles
- Coordinates with Subject Matter Experts to assess project team requirements, design, and test documentation

5.2.2 Assessment and Compliance

The Contractor shall provide services to ensure that the ICE architecture, both business and technical, adequately supports the system functional requirements and provides interoperability between and among systems. The Contractor shall ensure that systems developed on behalf of the Government meet the requirements established for the ICE technical architecture, and shall identify deficiencies and recommend alternatives to meet established requirements. The Contractor shall support the assessment and compliance program through the following activities:

5.2.2.1 Requirements Management (RM)

The Contractor shall assess new projects to ensure that the elicitation, analysis, validation, specification, and verification of system requirements are conducted properly. Duties specific to this task include but are not limited to the following:

- Proactively engaging new projects to provide Requirements Management guidance
- Assessing Requirements documents and other pertinent development documentation to ensure that projects properly capture system requirements
- Analysis of system request changes and identification of change impacts on the life cycle of the project
- Verification of the proper management of stakeholder and end user needs and transformation of those into system requirements specifications

- Verification of the implementation of base-lined system requirements specifications throughout the life cycle of the project architecture, design, and development
- Verification of the proper management of requirements traceability information and tracking requirements status throughout the project life cycle
- Providing technical consultation and written analysis on the following on an as needed basis:
 - Extraction of requirements-related information from undocumented and multiple documented sources (including open sources, design models, and current project artifacts)
 - End user sessions, stakeholder workshops, and meetings for requirements elicitation
 - Decomposition of stakeholder and user needs into discrete and feasible requirements
 - Prioritization of requirements in collaboration with stakeholders and end users
 - Knowledge of alternative development methods and their impacts on approaches to requirements engineering
 - Representing system requirements in diagram or textual format
 - Understanding data, process or design models
 - System and database architecture design, modeling and implementation

5.2.2.2 Architecture Assessment

The Contractor shall assess new and existing projects to maintain the compatibility of systems with the ICE Technical Reference Model (TRM), both as is and to-be, and with industry best practices for system design. Duties specific to this task include but are not limited to the following:

- Review and assessment of the changes to system releases in order to determine whether the systems require detailed design review
- Assessment of the preliminary design of a system to determine whether the initial design concept is consistent with the overall ICE technical architecture and can satisfy the functional, security, and technical requirements
- Assessment of the final design of the system before actual system development begins to verify that the design is viable within the ICE technical environment and is consistent with the overall ICE technical architecture, both as-is and to-be
- Confirmation that system design fully satisfies the functional, security, and technical requirements prescribed
- Verification that projects following SLM adhere to the TRM and to industry best practices
- Detailed technical review and assessment of all Design Documents, Interface Control Agreements, and other SLM documentation as required
- Coordination with Government and other Contractor Technical Architecture personnel on all architecture matters
- Identification of and recommendation of alternatives to meet established requirements
- Participation and presentation in SLM Design Gate Reviews for all ICE IT initiatives following the SLM

5.2.3 Application Test and Evaluation

The Contractor shall define and support the Architecture Test & Evaluation process to help validate that software delivered to ICE satisfies functional and interface requirements for approximately 120 systems. This testing process is detailed in the ICE Architecture Test and Evaluation Plan (ATEP), which the Contractor shall review annually to ensure that it reflects industry best practices. The Contractor shall review the proposed design solutions, trace the refined requirements definitions, closely interface with system / user groups, and participate in SLM Gate Review activities. The Contractor shall conduct systems-level testing, evaluation activities, and acceptance testing in the target user environment simulated in the ICE Integrated Test Lab, or shall ensure the adequacy of similar test efforts conducted by the project team. In the case of the latter, the Contractor shall review, assess, and verify through use the test plans, cases, and scripts – both manual and automated – that have been developed and delivered by the project team. Based on testing or assessment results, the Contractor shall record any software design or performance deficiencies in a Test Problem Report (TPR). All test activities will be reported in detailed Independent Test Reports. Testing activities include the formalized conduct or assessment of the following:

- Systems Acceptance Testing (SAT) – The Contractor shall evaluate user requirements to establish appropriate test metrics to ensure user system development needs are met while maintaining ICE technical architecture compliance. Also known as Functional Testing, this testing shall be conducted or assessed for each new release prior to production deployment
- Systems Security Testing (SST) – The Contractor shall evaluate the operating system’s compliance with security and data integrity guidelines. The Contractor shall ensure that systems developed on behalf of the Government meet the systems security requirements established for the ICE technical architecture. The Contractor shall identify security deficiencies and report these for evaluation and correction. This shall take place via functional testing or vulnerability scanning. This testing shall be conducted or assessed for each new release prior to production deployment
- Section 508 Testing – The Contractor shall evaluate the application to ensure that systems developed on behalf of the Government meet the Section 508 requirements established for the ICE technical architecture. The Contractor shall identify Section 508 deficiencies and report these for evaluation and correction. Refer to Section 13 of this SOW for more information on Section 508 compliance.
- User Acceptance Testing (UAT) – The Contractor shall observe system users testing pre-production software to ensure they meet user operational needs. The Contractor shall identify, track, and report all defects and discrepancies; provide management with daily oral and weekly written status reports, and compile the UAT Test Analysis Summary report.

5.2.4 Technical Test and Evaluation

The Contractor shall evaluate the stability, capacity, response time, and throughput of systems by providing end-to-end performance and interoperability testing for ICE systems. Technical Test and Evaluation (T&E) services include the use of custom test scripts, test automation tools, software and technical environment defect analysis and resolution, and IT product evaluation. The Contractor shall maintain the Technical Testing portion of the Architecture Test and Evaluation Plan (ATEP), which the Contractor must review annually to ensure that it reflects industry best practices. Of particular importance to the Government is that the Contractor research, propose, and implement technical testing solutions that significantly reduce the amount of testing time while

providing a clear assessment of the risk to the enterprise that the system updates introduce. The Contractor shall provide formalized support to the following activities:

5.2.4.1 Interoperability Testing

The Contractor shall validate that two or more systems or software can operate effectively when connected together. Interoperability Testing assesses the compatibility and potential impact of new or updated systems upon existing systems through the validation of their operation and conformance to approved architecture standards. Interoperability Testing may be conducted with manual or automated test tools and procedures; the conversion to an automated solution is highly desired by the Government. The Contractor shall identify discrepancies and make recommendations regarding the feasibility of use for tested systems. Duties specific to this task include but are not limited to the following:

- Conduct interoperability testing of new DHS desktop images and established ICE systems on an ongoing and as needed basis
- Work closely with existing functional test team to share knowledge of interoperability testing and to maintain knowledge of supported ICE systems
- Write test plans, test scripts, and test summary reports as required

5.2.4.2 Test Automation

The Contractor shall actively work to automate testing of all ICE systems as appropriate to facilitate the fastest possible execution of regression tests on deployed systems using appropriate tools (currently Hewlett Packard's Quality Center suite featuring Quick Test Pro and Business Process Testing). The Contractor shall coordinate to determine the systems that provide the highest impact to the client, then shall establish the framework for, code, develop, and run automation test scripts. The Contractor shall commence with the highest impact systems, and then continue until ICE has available automated testing scripts for all systems. Duties specific to this task include but are not limited to the following:

- Develop automated test scripts in accordance with the defined functional requirements
- Develop business process testing scenarios in accordance with the defined functional requirements
- Assist with application testing to include reporting, graphing, scripting, and best practices
- Conduct manual functional and security testing as required to support interoperability efforts and to test automation scripting
- Work closely with existing functional test team to share knowledge of automated test coding, scripting, and test execution.

5.2.4.3 Performance Testing

The Contractor shall evaluate the stability of a system by conducting end-to-end testing that measures system capacity, response time, and throughput among other parameters. The Contractor shall implement and operate a Performance Testing process that follows a methodology to coordinate, plan, execute, and document the results of required testing activities during the full lifecycle of development projects. The Contractor shall ensure that activities are coordinated with all stakeholders according to schedule, while ensuring that testing activities are thoroughly documented in support of lifecycle development activities. The Contractor shall research and establish a methodology for tracking the actual transaction throughput in the production environment in order to design realistic automated performance test scenarios. Performance testing is not anticipated to transition to an “assessment” role of the project team’s efforts; rather, the Contractor shall continue to be the primary provider of this service. Duties specific to this task include but are not limited to the following:

- Conduct advanced application load testing and performance analysis to include research, design, evaluation, and recommendation
- Research, propose, and implement a technical testing strategy that significantly reduces the amount of testing time while providing a clear assessment of the risk to the enterprise introduced by system updates
- Write test procedures, test plans, and test reports as needed.
- Provide technical consultation and written analysis on the following on an as needed basis:
 - Performance testing of C programming, Java, HTML, XML, Unix, Linux, VBScript and SQL
 - LoadRunner Protocols; Web, HTTP/HTML, Siebel 7, Java, Oracle Financials, Sybase and Web Services
 -

5.2.4.4 Application Tuning

The Contractor shall identify to Systems Development Division and Engineering Division staff any technical design or development issues causing known or potential performance, stability and reliability problems.

5.2.5 Configuration Management

The Contractor shall provide central management and oversight in the development and implementation of the Architecture Configuration Management (CM) program consistent with the processes and procedures outlined in the ICE Enterprise Systems Assurance Plan and ICE SLM, which the Contractor shall review annually to ensure that it reflects industry best practices. The Contractor shall provide formalized support to the following activities:

5.2.5.1 Configuration Management

The Contractor shall manage Configuration Management (CM) of all ICE OCIO development activities. Duties specific to this task include but are not limited to the following:

- Provide technical and administrative support of the Serena Version Manager and Tracker configuration management tools

- Conduct periodic reviews of the state of the art in CM in order to propose and implement a migration to best value CM tools when appropriate
- Provide periodic training meetings with project team CM personnel to ensure they remain abreast of the ICE CM policies, procedures, and use of the mandated CM tools
- Participate in regularly scheduled change control meetings and revise operating procedures in support of ongoing CM activities
- Manage the SLM Request for Deviation (RFD) process to maintain control over any change to the production environment, and to manage deviations from the SLM in a controlled, well documented manner with appropriate stakeholder approval
- Advise ICE Architecture Division on CM policies, procedures, and best practices
- Enforce the Enterprise Systems Assurance Plan (ESAP) through education of the project team development community and ongoing assessment of project team documentation and delivered code
- Manage all automated CM tools, including Serena (PVCS) Tracker, Serena Version Manager, and the Electronic Library, including management of licensing and upgrade options
- Provide guidance to development teams on when and how to package software releases, setting up and holding Configuration Control Board meetings, and management and enforcement of the rules for release numbers and appropriate labeling

5.2.5.2 Electronic Librarian

The Contractor shall administer the ICE electronic library/data repository to facilitate the proper filing of thousands of documents covering several hundred ICE supported IT development efforts. Duties specific to this task include but are not limited to the following:

- Maintain and provide access to the ICE Electronic Library Management System (ELMS)
- Support transition activities of the ICE Electronic Library from iManage to SharePoint
- Establish a plan for educating the enterprise on the use of the new SharePoint ELMS
- Set up special pages and sections of the Electronic Library as necessary
- Ensure the proper filing and metadata is provided for each document delivery, assign a unique identifying number to each artifact filed, and link like artifacts to one another
- Review upcoming SLM gate reviews and publish the SLM gate review calendar on ELMS

5.2.6 Program Support

The Contractor shall create and maintain the System Lifecycle Management templates, all Architecture Division governance documentation, all project deliverables, and other materials as needed. The Contractor shall provide formalized support to the following activities:

Technical Writing, Graphics Design, Copy Editing, Website Content Management, and Product Delivery. The Contractor shall create and maintain ICE OCIO Architecture Division documentation to include governance manuals, marketing materials, website content, templates for reports and forms, and contract deliverables. Duties specific to this task include but are not limited to the following:

- Coordination with all ICE Architecture Services teams to collect, organize, and prepare information for documentation
- Creation and management of a master documentation project schedule, linking multiple project schedules and identifying interdependencies and critical milestones
- Assessing project status against the master documentation project schedule in order to identify potential schedule delays and to recommend corrective actions to mitigate any negative schedule impacts
- Conduct of peer reviews and editing of documents created by other team members
- Documentation and maintenance of standard operating procedures
- Recording, formatting, and publishing of meeting minutes
- Ongoing maintenance of the content of all Architecture Division websites

5.3 SPECIAL PROJECTS

NOTE: Work performed for Special projects shall be invoiced separately, per the Invoicing Instructions and spreadsheet. The Contractor shall track and report Architecture Assurance costs associated with Special projects (if appropriate).

5.3.1 Special Projects: Miscellaneous

The Contractor shall perform and complete miscellaneous tasks, projects, or activities identified and assigned by the COTR and/or designee that are not specifically addressed by the above descriptions and line items but are associated with the Program functions, duties, and responsibilities.

5.3.2 Special Projects: Optional

Optional Requirement CLINS are work assignments, activities, and projects that the Government may identify as potential work that may be required for this program during the period of performance. The Government will provide the required date, potential completion date, and other information. As requested by the Government via the CO or COTR, the Contractor shall provide the staffing plan, cost estimates, and fixed fee for the Optional Requirement CLIN requested by the government within five (5) work days of being notified by the CO or COTR. The CO will inform the Contractor if the Optional Requirement CLIN requested will be exercised. The Contractor shall be prepared to begin working the Optional Requirement CLIN on the requested start date.

6. DELIVERABLES AND DELIVERY SCHEDULE

The Deliverable outputs and outcomes identified below are the minimum deliverables for this Program. The Contractor shall provide deliverables associated with the work project, assignments, and activities. The Contractor is responsible for creating and maintaining the templates and formats of these deliverables with concurrence of the ICE Task Manager. The Contractor is responsible for providing a log of all deliverables assigned, scheduled, and accomplished to the COTR on a monthly basis with the Program Monthly Report. Specific due dates, timeframes,

media types, quantities, and Government distribution are provided in an overall Deliverable Matrix after the individual Deliverable paragraphs.

6.1 Deliverable Number 1: Program Monthly Report

The Contractor shall provide cumulative monthly status reports for each Subtask listed in the Statement of Work. The status report shall include accomplishments, status of ongoing activities, management issues, recommendations for problem resolution, and upcoming activities. The status report shall identify any completed travel and projects and provide planned travel and resources required for the next 30 days.

The Contractor shall provide the Progress Reports to the ICE Task Manager, COTR, and Contracting Officer (CO) and the reports shall include but are not limited to significant accomplishments and issues. Progress Reports shall include, at a minimum, the following topics in the order indicated, with a detailed explanation of issues:

- Title of project
- Associated CLINS
- Date Assigned
- Projected Completion Date
- Assigned by
- Reporting period
- Progress of project during the reporting period
- Identification of significant accomplishments or issues noted
- Planned solutions of issues
- Schedule - percent or degree completed by task to date, critical path analysis, ability to meet contract schedule, reasons for slippage, and path to recovery
- Cost - analysis of actual costs incurred in relation to budget and progress to date, burn rates, and cost estimate to complete project within budget.
- Other as required.

6.2 Deliverable Number 2: Weekly Duty Roster

The Contractor shall provide a weekly duty roster containing the Contractor support personnel with their schedules, including travel and leave.

6.3 Deliverable Number 3: Financial Reports

The Contractor shall submit a Financial Report with estimates of the previous month's labor costs, travel expenses, overtime, and any other direct costs (ODC). This monthly Financial Report also shall include cumulative totals for the contract period and include projected burn rates for the balance of the contract. In addition, the Financial Report shall include the name and labor category of each employee with a further breakdown of the specific project code and hours charged by each employee.

In addition, the Contractor shall provide any and all earned value, periodic reporting, and capital planning-related financial reports as mandated by the Office of Management and Budget and the Department of Homeland Security.

Prior to execution of the first monthly Financial Report, the Contractor shall develop and provide a report format to the ICE Task Manager or COTR for their review and approval.

6.4 Deliverable Number 4: Security Reports

The Contractor shall develop, maintain, update, store, and distribute personnel Security Reports as requested by the ICE Task Manager or COTR.

6.5 Deliverable Number 5: Ad Hoc Reports

The Contractor shall develop, maintain, update, store, and distribute ad hoc reports as requested by the ICE Task Manager or COTR. Examples include: Design Reviews; User Acceptance Testing (UAT) Analysis Summary Reports; SLM Gate Review Summaries; SLM Audit Reports; SLM Letters to File; Document Assessment reports; all Standard Operating Procedures (SOP); white papers; technical analyses; or any other documentation as deemed necessary.

6.6 Deliverable Number 6: Quarterly GFP Inventory Listing

The Contractor shall provide the COTR with a quarterly inventory listing of all GFP acquired during the quarter for each contract year. The listing shall include but is not limited to, identifying the program, location of the GFP, barcode (as applicable), date acquired, requester, and acquisition cost and freight.

The inventory listing shall be provided to the COTR in electronic format on the following dates for each of the contract years: not later than January 15, April 15, July 15, and September 15. In the event the date falls on a non-work day, the listing shall be provided no later than close of business on the next business day. The format shall be Microsoft Excel compatible.

The Contractor shall maintain the asset management systems by the ICE Task Manager in compliance with the 98% accuracy rate set forth by ICE. The Contractor shall provide weekly inventory reports to the ICE Task Manager. The Contractor shall provide written notification within 24 hours to the ICE Task Manager and COTR on any and all issues / concerns regarding inventory control.

6.7 Deliverable Number 7: Cumulative End of Year GFP Inventory Listing

The Contractor shall provide the COTR with an end-of-year inventory listing of all GFP for each contract year. The listing shall include but is not limited to identifying the program, location of the GFP, barcode (as applicable), date acquired, requester, and acquisition cost and freight. The cumulative listing shall be provided to the COTR in electronic format by September 26th of each contract year. The format shall be Microsoft Excel compatible.

6.8 Deliverable Number 8: Monthly ODC Listing

The Contactor shall provide the COTR with a monthly listing of all the ODCs for the month. This shall include but is not limited to the program, work number, cost, and work status. The listing shall be provided to the COTR in electronic format by close of business of the second Monday of each Month. The format shall be Microsoft Excel compatible.

6.9 Deliverable Number 9: Cumulative Option Year ODC Listing

The Contractor shall provide the COTR with a cumulative listing of all the ODCs for the Option Year(s). This shall include but is not limited to the program, work number, month, cost, and status. The cumulative ODC listing shall be provided to the COTR in electronic format by September 26th of each contract year. The format shall be Microsoft Excel compatible.

6.10 Deliverable Number 10: Quality Control Plan (QCP):

The Contractor shall provide a QCP for this Program. 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 Program to include but not be limited to all deliverables, all CLINS 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 by Oct 9, 2009, 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. Thereafter, the Government will perform quality assurance assessments on a periodic basis as determined by the COTR. The areas to be assessed for the quality assurance assessment are as follows:

- Quality of Product or Service
- Cost Control
- Timeliness of Performance
- Business Relations
- Key Personnel
- Overall Customer Satisfaction

The ICE Task Manager will consolidate the Program assessment and provide the final to the COTR. If the Contractor receives a rating of anything less than satisfactory the COTR will contact and facilitate a meeting (if necessary) with the CO or designated Contract Specialist, the ICE Task Manager, and the Contractor PM to inform them of the assessment results. The PM shall provide the COTR a strategy within five (5) workdays for how the Contractor intends to appropriately address the issue to reduce the chances of it repeating and to improve Contractor performance. The COTR will provide a copy to the ICE Task Manager and then facilitate another meeting (if necessary) to discuss the proposed approach.

A copy of the approved final approach shall be provided to the CO, COTR, and ICE Task Manager and shall be included in the Contractor QCP.

6.11 Deliverable Number 11: Monthly QCP Report

The Contractor shall provide the COTR a copy of the monthly QCP in electronic format.

6.12 Deliverable Number 12: Employee Listing

The Contractor shall provide a monthly listing of all Contractor staff to include Subcontractors. This report also shall include the hours used versus hours projected by CLIN, position, and employee, or as required by the COTR. The listing is due to the COTR by the seventh working day of the month. The schedule shall be included in the QCP. This listing shall include but not limited to the following fields:

- Last Name
- First Name and Middle Initial
- Position
- Position ID #
- Program
- Employment Status (Active, Terminated, Pending EOD, EAGLE CADRE, Released)
- Status Date
- Risk Level
- Security Status (EOD, Terminated, Pending EOD, Released)
- Work Location

6.13 Deliverable Number 13: Transition Plan

The Contractor shall be responsible for the transition of all technical activities by CLINS. The Contractor shall complete the technical transition within 60 days of being formally notified of the effective date. The technical activities, which shall be included as part of the technical transition, consist of but are not limited to the transition plans for the following:

- Inventory and orderly transfer of all Government Furnished Equipment / Property (GFE / GFP), software, and licenses
- Transfer of documentation currently in process at the time of Task Order (TO) award
- Transfer of all Software coding in process at the time of TO award
- Establishment of a facility for housing hardware, if any
- Coordinating the body of work with the current Contractor and turnover of tasking, staffing, etc.

The Contractor's transition plan shall be approved by the ICE Task Manager and shall contain a milestone schedule of events and system turnovers. The transition plan shall transition systems with no disruption in operational services. The Contractor shall provide the transition plan within 7 days of being formally notified of the effective date. To ensure the necessary continuity of services and to maintain the current level of support, ICE OCIO will retain services of the incumbent Contractor for the transition period, if required.

At the completion of the transition, the Contractor shall fully support the transition of CLIN requirements to the successor vendor. Activities include supporting all of the activities listed above by making available personnel and documentation required to facilitate a successful transition.

As required, the Contracting Officer will issue a modification to authorize and fund the transition activity under an assigned CLIN.

6.14 Deliverable Number 14: Weekly Communication Spreadsheet

The Contractor shall provide a weekly communication spreadsheet to the COTR and ICE Task Manager. The communication spreadsheet shall summarize all work activities, projects, and assignments issues to the Contractor by the government. The communication spreadsheet shall include but is not limited to the ID # assigned by the Contractor, assignment title or name, who authorized or assigned the work, the date assigned or issued, worker(s) assigned to, required completion date, associated CLIN, expected deliverable or accomplishment, and total projected hours to achieve the expected deliverable or accomplishment. Note: The Contractor shall be prepared and capable of modifying the weekly communications spreadsheet as required by the ICE Task Manager and COTR. Note: The COTR must approve all changes.

6.15 Deliverable Number 15: Actual Costs by Name and SLM Project

The Contractor shall provide monthly actual costs by individual charge number based on the specific Contractor's name, position, and SLM projects.

6.16 Deliverable Number 16: SLM Gate Review Summaries

The Contractor shall provide a monthly delivery of summaries for all SLM Gate Reviews that occurred during the previous month.

6.17 Deliverable Number 17: Lifecycle Governance Documents

The Contractor shall periodically update the Architecture Lifecycle Governance Documents, including but not limited to the following, at least once per year with a target of one document per quarter:

- System Lifecycle Management (SLM) Handbook
- SLM Pre-Defined Work Patterns
- Architecture Test and Evaluation Plan (ATEP)
- Enterprise Systems Assurance Plan (ESAP)

6.18 Deliverable Number 18: Test Plans, Procedures, and Analyses

The Contractor shall provide a monthly delivery of all Project Test plans, Procedures, and Analyses written during the previous month.

6.19 Deliverable Number 19: Test Reports and Summaries

The Contractor shall provide a monthly delivery of all Project Test Reports and Test Summaries written during the previous month.

6.20 Deliverable Number 20: SLM Project Status Report

The Contractor shall provide weekly an SLM Project status report with detailed notes on all systems undergoing SLM for the previous week and a graphic representation of each system in SLM.

6.21 Deliverable Number 21: SLM Compliance Report

The Contractor shall provide an SLM Compliance Metrics report that contains up to date status and scoring of system or project adherence to the SLM process. The format of the report will be an online database either in Microsoft SharePoint or in a format that allows migration to SharePoint.

6.22 Deliverable Number 22: SLM Audit Report

The Contractor shall provide as needed an SLM Audit report.

6.23 Deliverable Number 23: SLM Integrated Project Schedule

The Contractor shall provide weekly an SLM integrated Project schedule in Microsoft Project.

6.24 Deliverable Number 24: Test & Evaluation Integrated Schedule

The Contractor shall provide weekly a Test and Evaluation Integrated Schedule in Microsoft Project.

6.25 Deliverable Number 25: Architecture Services Project Assignment List

The Contractor shall provide monthly an updated list of SLM projects and assigned Architecture Services personnel.

6.26 Acceptance Criteria

ICE will accept or reject deliverables. All deliverables are subject to the ICE Task Manager's review and approval. The Contractor must obtain the ICE Task Manager's sign-off approval accepting the work. If a deliverable is rejected, the Contractor will have to make corrections as specified by the ICE Task Manager and resubmit the deliverable for review and approval to the COTR and ICE Task Manager. The Contractor then shall include this information in the QCP. The Contractor also shall inform the COTR in writing within five (5) days of the rejection and shall identify what measures that have been put into place to reduce future rejection of deliverables.

DELIVERABLE MATRIX

DELIVERABLE DESCRIPTION	DEL. NUMBER	FREQ	DATE OF SUBMISSION	COPIES	ICE DISTRIBUTION
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Task Order Award for Architecture Systems Assurance Services (ASAS) (HSCETC-09-J-00035)

DELIVERABLE DESCRIPTION	DEL. NUMBER	FREQ	DATE OF SUBMISSION	COPIES	ICE DISTRIBUTION
Program Monthly Report	6.1	Monthly	15 th of the following month	3 electronic	COTR Task Manager CO
Weekly Duty Roster	6.2	Weekly	COB on Wednesday each week	2 electronic	COTR Task Manager
Financial Reports	6.3	Monthly	3 rd business day of the month	1 hard copy 2 electronic	COTR Task Manager
Security Report	6.4	As required	According to approved schedule	1 hard copy 2 electronic	COTR
Ad Hoc Reports	6.5	As required	According to approved schedule	1 hard copy 2 electronic	COTR Task Manager
Quarterly GFP Inventory Reports	6.6	Quarterly	January 15 April 15 July 15 September 15	2 electronic	COTR Task Manager
Yearly GFP Inventory Report	6.7	Yearly	By project, by September 26 of the contract year	2 electronic	COTR Task Manager
Monthly ODC Listing	6.8	Monthly	COB of the second Monday of each Month	1 electronic	COTR
Yearly ODC Listing	6.9	Yearly	By September 26 of the project year	1 electronic	COTR
Quality Control Plan	6.10	Annual	Initial report on Oct 9, 2009, then updated by Oct 10 each year	1 hard copy 2 electronic	CO COTR Task Manager
Monthly QCP Report	6.11	Monthly	According to approved schedule	2 electronic	COTR CO
Employee Listing	6.12	Monthly	According to approved schedule	1 hard copy	COTR
Transition Plan	6.13	As required	Within seven (7) days of notification of effective date	3 hard copies	CO Task Manager COTR
Weekly Comm. Spreadsheet	6.14	Weekly	According to approved schedule	2 hard copies	Task Manager COTR
Task (x) Actual Costs based on Person and SLM projects	6.15	Monthly	According to approved schedule	2 electronic	Task Manager COTR
SLM Gate Review Summaries	6.16	Monthly	According to approved schedule	1 hard copy 1 electronic	Task Manager
Lifecycle Management Documents (including SLM, Pre-Defined Work Patterns, ATEP, ESAP)	6.17	Annually or as required	According to approved schedule	Hard copies as required 1 electronic	Task Manager
Test Plans, Procedures, and Analyses	6.18	Monthly	According to approved schedule	1 hard copy 1 electronic	Task Manager
Test Reports and Summaries	6.19	Monthly	According to approved schedule	1 hard copy 1 electronic	Task Manager

DELIVERABLE DESCRIPTION	DEL. NUMBER	FREQ	DATE OF SUBMISSION	COPIES	ICE DISTRIBUTION
SLM Project Status Report	6.20	Weekly	By project	1 electronic	Task Manager
SLM Compliance Metrics Report	6.21	Real time, but no later than Weekly	By project	1 electronic	Task Manager
SLM Audit Report	6.22	As needed	By project	1 hard copy 1 electronic	Task Manager
SLM Integrated Project Schedule	6.23	Weekly	By project	1 electronic in Microsoft Project	Task Manager
T&E Integrated Schedule	6.24	Weekly	By project	1 electronic in Microsoft Project	Task Manager
Architecture Services Project Assignments List	6.25	As assignments and systems change, but no later than Monthly	By project	1 electronic	Task Manager

6.27 Earned Value Management

In accordance with OMB Circular A-11, and as applicable to this SOW, Earned Value Management (EVM) will be used to monitor tasks under the resultant award. The Contractor shall provide EVM that meets the criteria as defined in the current American National Standards Institute/Electronic Industries Alliance (ANSI/EIA) Standard 748-2002, Earned Value Management Systems, approved May 19, 1998. The Contractor shall be in full compliance with the ANSI/EIA 748 (2002) guidelines, with self-verification. The government reserves the right to obtain independent verification of the Contractor’s EVM system.

ODC MISCELLANEOUS SERVICES

The Contractor shall support, perform, and complete miscellaneous tasks, projects, or activities identified and assigned by the COTR or designee that are associated with the Program functions, objectives, duties, responsibilities, and priorities. All ODC Miscellaneous (Misc.) Services must be approved in advance by the ICE Task Manager or COTR for reimbursement.

- The Contractor is responsible for clearly demonstrating the purpose, work assignment, activities, or projects required by the Government prior to performing the ODC Misc. Services to include clearly summarizing the deliverables that result from this ODC.
- For all ODC Misc. Services projected to be less than \$2500, the ICE Task Manager must approve and a copy must be provided to the Contracting Officer’s Technical Representative (COTR) prior to performing the ODC Misc. Services.
- All ODC Misc. Services projected to be \$2500 or more require ICE Task Manager and Contracting Officer’s Technical Representative (COTR) approval prior to performing the ODC Misc. Services.
- The total NTE amount for this CLIN shall not exceed the available funding.

- All IT hardware or software shall be compliant with the DHS and ICE EA Technical Reference Model (TRM) Standards and Products Profile and must be approved by the COTR.

ODC TRAVEL

Travel within the continental U.S. may be required for coordination and data gathering. All travel required by the ICE Task Manager, PM, or Contractor personnel shall be approved in advance by the COTR. Travel shall be in accordance with Federal Travel Regulations (FTR).

- For all travel less than \$2500, the ICE Task Manager must approve and a copy of the approval form must be provided to the Contracting Officer's Technical Representative (COTR) prior to travel.
- For all travel of \$2500 or more, the ICE Task Manager and the Contracting Officer's Technical Representative (COTR) must approve prior to travel.
- For all OCONUS travel, the ICE Task Manager and the Contracting Officer's Technical Representative (COTR) must approve prior to travel.
- The total NTE amount for this CLIN shall not exceed the available funding.

The information provided in the above matrix is provided as historical information and is not to be interpreted as the Government's requirement for this effort.

ODC OTHER

The Contractor may be required to buy software, hardware, maintenance, and supplies to support the requirements of this SOW. Any purchases must be approved in advance by the ICE Task Manager or COTR for reimbursement and shall remain the property of the Government.

- In addition to adherence to the SLM and Security standards, COTS and GOTS products must be approved through the IT Change Request (ITCR) process, if required.
- For all ODC less than \$2500, the ICE Task Manager must approve and a copy must be provided to the Contracting Officer's Technical Representative (COTR) prior to acquiring the ODC.
- For all ODC of \$2500 or more, the ICE Task Manager and the Contracting Officer's Technical Representative (COTR) must approve prior to acquiring the ODC.
- The total NTE amount for this CLIN shall not exceed the available funding.

FIXED FEES

Fixed Fees are applicable in accordance with the terms of the contract and cover only CLINS that have been exercised by the Contracting Officer. The fixed fee for optional CLINS is applicable in accordance with the terms of the contract and is negotiated by the Contracting Officer when exercised. (Note: The Contractor shall provide the projected cost information for all CLINS).

7. GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

The Contractor shall keep an accurate inventory of Government-furnished equipment that can be made available to the Government Task Manager or COTR upon request. The Contractor shall coordinate with the ICE Task Manager to order appropriate numbers of Government Furnished

Equipment (GFE) desktops to accommodate its staff in accordance with the EAGLE contract. The government will provide appropriate numbers of desktop computers based on the number of staff proposed by the selected Contractor. Not all proposed staff is anticipated to require direct connectivity to the Government. For those staff, government approved thumb drives may be provided. All information developed by the Contractor under this Task (to include reports, minutes, standard operating procedures, and notes) shall be the property of the Federal Government and provided to ICE upon request and no later than at the end of the period of performance.

8. CONTRACTOR-FURNISHED EQUIPMENT

At no charge to the Government, the Contractor shall provide basic equipment, including desks, telephones, and desktop computers to its staff. (Desktops will cover those staff not included in the distribution of GFE). The Contractor shall not use Contractor equipment to access the Government network.

9. PLACE OF PERFORMANCE

The Contractor's PM and staff shall work at the Contractor facility that must be located within the Greater Washington DC Metro area. The Place of Performance should allow an in-person response by the Contractor staff to the DHS/ICE/OCIO facility upon 15 minutes notice. The Place of Performance also should provide conference room facilities for a minimum of 20 persons to accommodate SLM Gate Reviews and other meetings as required.

10. HOURS OF OPERATION

Normal operations must be performed during an 8-hour period between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday. The Contractor's key staff must be available during the core operational period of 8:30 am to 5:00 pm Monday through Friday. (With the exception of the PM, the other lead positions may be shared by a minimum of three persons). As necessary, the Contractor shall provide support on an on-call basis after normal operational (working) hours.

Key Staff are identified as follows:

- Program Manager

11. PERIOD OF PERFORMANCE

The Period of Performance shall be a base period of three (3) months after award date with four (4) additional one-year option periods. The actual dates for periods of performance shall be indicated or set at the time of TO award. There is an estimated 60-day Enter on Duty transition period after actual contract award.

12. SECTION 508 COMPLIANCE

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220), requires that when Federal agencies develop, procure, maintain, or use electronic and

information technology, they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data comparable to that enjoyed by non-disabled Federal employees and members of the public.

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

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

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

36 CFR 1194.24 – Video and Multimedia Products, applies to all video and multimedia products procured or developed under this work statement. Any video or multimedia presentation also shall 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 deliverables 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 and 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 offers 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 that 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 that meet some but not all of the standards are commercially available, 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 fewer 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.

The Contractor shall perform and complete miscellaneous tasks, projects, or activities identified and assigned by the COTR or designee that are not specifically addressed by the above descriptions and line items but are associated with the Program functions duties and responsibilities.

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.

Attachment 1

Travel Authorization Approval Form

Employee Name:					
Travel dates/period					
Travel Destination					
Purpose of Travel					
Cost Breakdown:					
Airfare					
Train					
Vehicle Rental					
Personal Vehicle					
Hotel (per diem)					
Meals (per diem)					
Miscellaneous					
Total Cost:					
Contractor Manager (sign) _____ Date: _____ Contractor Manager (print) _____ Date: _____					

Attachment 2

Other Direct Cost (ODC) Approval Form

Employee Name
ODC Items
Total Cost:
Contractor Manager (sign) _____ Date: _____
Contractor Manager (print) _____ Date: _____
Program Manager (sign) _____ Date: _____
Program Manager (print) _____ Date: _____

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 a three-month base period and four twelve-month option periods. The base period will begin upon task order award.

See Section C, Statement of Work, Paragraph 10.0.

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 COMMITMENT OF GOVERNMENT TO AWARD A CONTRACT AND EXPENDITURE OF FUNDS

This solicitation does not commit the Government to award a contract. The Government reserves the right to reject any or all proposals. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement.

G.2 TECHNICAL DIRECTION AND SURVEILLANCE

- a) Performance of the work under this contract shall be subject to the surveillance and written technical direction of the Contracting Officer's Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing. Technical direction is defined as a directive to the Contractor which approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work of documentation items; shifts emphasis among work areas or tasks; or otherwise furnishes guidance to the Contractor. Technical direction includes the process of conducting inquiries, requesting studies, or transmitting information or advice by the COTR, regarding matters within the general tasks and requirements in Section C of this contract.
- b) The COTR does not have the authority to, and shall not, issue any technical direction which:
- (1) Constitutes an assignment of additional work outside the Statement of 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.3 INVOICES

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

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

A. By mail to the following address:

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

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:

Contract Specialist (To Be Completed After Award)

Contracting Officer's Technical Representative (To Be Completed After Award)

The Contractor shall submit an invoice for each Subtask separately billed, 15 days after the close of the previous month to include: Contractor name, labor categories, labor costs, completed travel, overtime, and any Other Direct Costs (ODC) for the invoice period. All invoices submitted by the Contractor, for their Subcontractors, also shall adhere to the 15-day invoice deadline.

Contractor employees shall complete time sheets for each month and submit them to their respective COTR. The invoice will list the total number of hours worked by each Contractor employee. Any overtime must be listed separately for each Contractor employee with the dates and specific hours worked. Signed authorization by the COTR for the overtime must be attached to the invoice. Invoices submitted without proper documentation, authorizations, and relevant justifications will be rejected in total by the Government.

The invoice shall include all costs incurred by the Contractor on behalf of the Government, regardless of whether or not those costs have been invoiced by the Contractor, any Subcontractor, or vendor. Incurred cost reporting shall be estimated for the current month, and the current month's incurred cost shall be accumulated for the contract year period. The Contractor also shall provide

projected total incurred costs for the remainder of the contract period of performance based on historical burn rate.

The Contractor shall identify the dates of employee leave during the Period of Performance. While travel is the exception rather than the rule, all travel must be approved in advance and the Contractor employees shall submit one copy of the approved travel authorization approval form (Attachment 1), and all travel related receipts (such as transportation, hotel, rental car, and other incidentals for each trip) with the invoicing spreadsheet. The invoicing spreadsheet will contain each Contractor employee’s travel costs for the period of performance. Two weeks advanced notice must be provided for any travel required for the PM or Contractor personnel.

Other Direct Costs (ODC) must be approved in advance by the COTR for each period of performance. The Contractor shall attach the ODC approval form (Attachment 2) to the invoicing spreadsheet. Should the Contractor employee perform activities for another DHS entity, the Contractor employee must note the number of hours, the date worked, and the name of the DHS entity. Signed ODC authorization by the ICE Task Manager and the COTR must be attached to the invoice.

NOTE: The Contractor must have prior approval by the COTR for all travel. See below for a sample of the invoice format.

The Contractor must use the following invoice format:

SUBTASK A. PROGRAM MANAGEMENT	Labor Category	Rate	Period of Performance	Overtime	Work for Other Agencies	ODCs²	Travel¹	Total Labor Cost
Jane Doe*	Program Analyst	85/hr	8/1-8/31/06 = 23 days 15,640	8/12/06 6-8PM 170				12,410
Susie Q*	Program Analyst	85/hr	8/1-8/31/06 = 23 days 15,640		8/12/06 8 hrs CIS (680)			14,960
Program Management Subtotal			31,280	170	(680)			27,370
SUBTASK B. TECHNICAL ARCHITECTURE	Labor Category	Rate	Period of Performance	Overtime	Work for Other Agencies	ODCs²	Travel¹	Total Labor Cost
Atlas ICE Mission Information (IMI)								
SUBTASK C. SPECIAL PROJECT Subtotal								
GRAND TOTAL								64,635

* EXEMPT EMPLOYEE

** NON-EXEMPT EMPLOYEE

¹ All travel must be approved in advance and the Contractor employees shall submit one copy of the approved travel authorization form (Attachment 1) and all travel related receipts (such

as transportation, hotel, rental car, and other incidentals for each trip) with the invoicing spreadsheet.

- ² ODC must be approved in advance by the COTR for each period of performance; the Contractor shall attach the ODC approval form (Attachment 2) to the invoicing spreadsheet.

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

For the purpose of this contract, the Contracting Officer's Technical Representative shall be: Ginny McCullough, 202-732-b6

G.5 THE FOLLOWING CONTACT INFORMATION IS PROVIDED:

Task Order Contract Specialist
Ben Branch
202-732-b6

Task Order Contracting Officer
Paul Osterhaus
202-732-b6

Program Manager (PM)
TBD

Finance Office/Invoice Address

DHS ICE
Burlington Finance Center (BFC)
P.O. Box 1620
Williston, VT 05495-1620
Attn: ICE/OCIO/ACH

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY REQUIREMENTS

H.1.1 GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract HSCETC-09-J-0035 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.

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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

(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)